



Agenda
City of Beaumont City Council Meeting
Closed Session 5:00 PM
Regular Session 6:00 PM

Beaumont Financing Authority
Beaumont Successor Agency (formerly RDA)
Beaumont Utility Authority
Beaumont Parking Authority
Beaumont Public Improvement Authority
Community Facilities District 93-1

550 E. 6th Street, Beaumont, Ca
Tuesday, December 3, 2019

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.

Any person with a disability who requires accommodations in order to participate in this meeting should telephone the City Clerk's office at (951) 769-8520, at least 48 hours prior to the meeting in order to make a request for a disability related modification or accommodation.

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 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.

Page

CLOSED SESSION

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 Martinez, Mayor Pro Tem Santos, Council Member Carroll, Council Member Lara, and Council Member White

1. Public Comments Regarding Closed Session
2. Conference with Legal Counsel Regarding Pending Litigation — Pursuant to Government Code Section 54956.9(d)(1)and/or(2) and/or

(3): Worker's Compensation Case No. COBT - 002935 and COBM - 0094

3. Conference with Labor Negotiators - Pursuant to Government Code Section 54957.6 City Designated Representatives City Manager Todd Parton and Administrative Services Director Kari Mendoza. Employee Organizations:
Police Management
Managers/Professional/Technical as Individuals

Adjourn to Closed Session

REGULAR SESSION

CALL TO ORDER

Mayor Martinez, Mayor Pro Tem Santos, Council Member Carroll, Council Member Lara, and Council Member White

Report out from Closed Session:

Action on any Closed Session items:

Action on any requests for excused absence:

Pledge of Allegiance:

Approval/Adjustments to Agenda:

Conflict of Interest Disclosure:

ANNOUNCEMENTS/RECOGNITIONS/PROCLAMATIONS/CORRESPONDENCE

1. Introduction of New Police Employees

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.

COUNCIL REPORTS

- Carroll
- Lara
- Martinez
- Santos
- White

2. Legislative Updates and Discussion

ECONOMIC DEVELOPMENT UPDATE

CITY TREASURER REPORT

Finance and Audit Committee Report Out and Council Direction

CITY CLERK REPORT

CITY ATTORNEY REPORT

CITY MANAGER REPORT

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.

- 3. **Ratification of Warrants** 9 - 29
 - [Warrants 11.08.19](#)
 - [Warrants 11.14.19](#)

- 4. **Approval of Minutes** 31 - 40
 - [CC Minutes 11.19.19](#)

- 5. **Second Reading and Adoption of an Amendment to Table 17.03-3 Permitted Uses in Base Zone District and Addition of Chapter 17.18 Regarding Wireless Telecommunications Facilities** 41 - 63
 - Recommended Council Action(s):
 - 1. Waive the second full reading and adopt by title only, "An Ordinance of the City of Beaumont Approving an Amendment and Addition to the City of Beaumont Municipal Code Pertaining to the Regulation of Wireless Telecommunication Facilities: Amending Table 17.03-3 'Permitted Uses for Base Zone Districts' and Adding Chapter 17.18 'Wireless Telecommunications Facilities,' of the Beaumont Municipal Code."
 - [Staff Report - Html](#)
 - [Attachment A - Ordinance - 17.18 Wireless](#)

- 6. **Approve the Second Reading of an Ordinance Repealing Chapter 13.20 of the Beaumont Municipal Code and Adopting by Reference in its Place Ordinance No. 8 of the Santa Ana Watershed Project Authority** 65 - 72
 - Recommended Council Action(s):
 - 1. Waive the full second reading and adopt by title only, "An Ordinance of the City Council of the City of Beaumont Repealing Chapter 13.20 of the Beaumont Municipal Code and Adopting by Reference in Its Place Ordinance No. 8 of the Santa Ana Watershed Project Authority Establishing Regulations for the Use of the Inland Empire Brine Line, Formerly Known as the Santa Ana Regional

Interceptor."

[Staff Report - Html](#)

[Attachment A - Ordinance](#)

[Attachment B - Notice of Public Hearing](#)

7. **Approval of Second Reading of "An Ordinance of the City Council of the City of Beaumont, California, Amending Section 8.12.240 of the Beaumont Municipal Code Regarding the Collection of Delinquent Solid Waste Handling Service Fees and Charges on The Tax Roll"** 73 - 79

Recommended Council Action(s):

1. Waive the second full reading and approve by title only "Ordinance of the City Council of the City of Beaumont, California, Amending Section 8.12.240 of the Beaumont Municipal Code Regarding the Collection of Delinquent Solid Waste Handling Service Fees and Charges on The Tax Roll."

[Staff Report - Html](#)

[Attachment A - Proposed Ordinance Amending Solid Waste Ordinance](#)

8. **Second Reading of an Ordinance to Amend Chapter 15.20 of the Beaumont Municipal Code for the Adoption of the 2019 California Fire Code (California Code of Regulations Title 24, Part 9)** 81 - 98

Recommended Council Action(s):

1. Waive the second full reading and adopt by title only, "An Ordinance of The City Council of The City of Beaumont, California, Approving the Adoption of the 2019 Edition of the California Building Standards Code, (California Code of Regulations Title 24), Part 9, 2019 California Fire Code with Amendments and Amending Chapter 15.20 'Fire Code,' of the Beaumont Municipal Code."

[Staff Report - Html](#)

[Attachment A - Proposed Ordinance to Amend Chapter 15.20 with the 2019 Fire Code](#)

[Attachment B - Findings](#)

9. **Second Reading of an Ordinance Amending Chapter 15 of the Beaumont Municipal Code for the Adoption of the 2019 California Building Standards Code (California Code of Regulations Title 24)** 99 - 114

Recommended Council Action(s):

1. Waive the second full reading and adopt by title only "An Ordinance of The City Council of The City of Beaumont, California, Approving the Adoption of the 2019 Edition of the California Building Standards Code, (California Code of Regulations, Title 24), Parts 2, 2.5, 3, 4, 5, 6, 8, 10 and 11 with Amendments and Amending Portions of Chapter 15 'Buildings and Construction,' of the Beaumont Municipal Code."

[Staff Report - Html](#)

[Attachment A - Proposed Ordinance to Amend Chapter 15 with the 2019 Building Codes](#)

- 10. Performance Bond Acceptance and Security Agreement for Pardee Tract 37298-1 Street and Storm Drain Improvements** 115 - 174
- Recommended Council Action(s):
1. Accept the following bonds and security agreements:
 - Performance bond no. CMS331828 for street improvements for Tract 37298-1
 - Performance bond no. CMS331829 for storm drain improvements for Tract 37298-1
- [Staff Report - Html](#)
[A. Bond No. CMS331828 and security agreement for street improvements Tract 37298-1, and associated improvement plans](#)
[B. Bond No. CMS331829 and security agreement for storm drain improvements Tract 37298-1, and associated improvement plans](#)
- 11. Performance Bond Acceptance and Security Agreements for San Gorgonio Village Street, Traffic Signal Improvements, and Survey Monumentation** 175 - 227
- Recommended Council Action(s):
1. Accept the following bonds and security agreements:
 - Performance bond no. 24241874 for street and improvements for plot plan 35266
 - Performance bond no. 24241873 for traffic signal improvements for plot plan 35266
 - Performance bond no. 24241882 for survey monumentation for plot plan 37660
- [Staff Report - Html](#)
[A. Bond No. 24241874 and security agreement for street improvements for plot plan 35266, and associated improvement plans](#)
[B. Bond No. 24241873 and security agreement for traffic signal improvements for plot plan 35266, and associated improvement plans](#)
[C. Bond No. 24241882 and security agreement for survey monumentation for plot plan 37660, and associated survey monuments](#)
- 12. Tentative Parcel Map No. 37660 TPM2019-0004, a Request to Subdivide Approximately 14.61 Acres into 7 Lots Ranging in Size from .97 Acres to 4.23 Acres for Finance and Conveyance Purposes, Located on the East and West Sides of Commerce Way Between 2nd and 1st Streets in the San Gorgonio Village Specific Plan** 229 - 238
- Recommended Council Action(s):
1. Approve Tentative Parcel Map 37066 for a two-year period based upon the findings stipulated herein, subject to the attached conditions of approval.
- [Staff Report - Html](#)
[Attachment A - TPM37660 COA's 12.3.19](#)
[Attachment B - TPM37660](#)
- 13. Final Approval of Parcel Map No. 37660 for SGV Beaumont, LLC Located in the** 239 -

- San Gorgonio Village Specific Plan** 244
- Recommended Council Action(s):
1. Approval of Parcel Map No. 37660 as it is in substantial conformance with the approved tentative map.

[Staff Report - Html](#)

[Attachment A - Parcel Map No. 37660](#)

- 14. Edward Byrne Memorial Justice Assistance Grant Program Fiscal Year 2019 Interlocal Agreement** 245 - 290

Recommended Council Action(s):

1. Authorize staff to apply for the FY2019-2020 Edward Byrne Memorial Justice Assistance Grant (JAG) program, and
2. Authorize City Council to enter into an interlocal agency agreement between Riverside County and the City of Beaumont to seek JAG funds for FY2019-2020.

[Staff Report - Html](#)

[Exhibit A JAGLocal19](#)

[Exhibit B JAG 19 Interlocal Agreement](#)

[Exhibit C Beaumont PD 2019 JAG Line Item Budget Narrative \(1\)](#)

PUBLIC HEARINGS

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

- 15. Hold a Public Hearing and Consider an Amendment to Table 17.03-3 Permitted Uses in Base Zone District and Table 17.03-4 Permitted Uses in Overlay Zone Districts, Large Family Daycare** 291 - 307

Recommended Council Action(s):

1. Hold a public hearing, and
2. Approve Amendments to Table 17.03-3 Permitted Uses in Base Zone District and Table 17.03-4 Permitted Uses in Overlay Zone Districts for Large Family Daycares.

[Staff Report - Html](#)

[Attachment A - SB 234](#)

[Attachment B - DRAFT Ordinance](#)

- 16. Conduct a Public Hearing and Consider Development Agreement PLAN2019-0336 for a 2.89 Million Square Foot Industrial Business Park (Hidden Canyon Industrial Park); Located at the Western Terminus of Fourth Street, South of State Highway 60, East of Jack Rabbit Trail** 309 - 326

Recommended Council Action(s):

1. Hold a Public Hearing and,
2. Approve Development Agreement PLAN2019-0336.

[Staff Report - Html](#)

[Attachment A - DRAFT Development Agreement](#)

ACTION ITEMS

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

17. **Consideration of First Amendment to Collection Services Agreement for the Provision of Residential and Commercial Garbage, Recyclable Materials and Organic Waste Collection Services between the City of Beaumont and Waste Management of the Inland Empire** 327 - 331
- Recommended Council Action(s):
1. Approval of the First Amendment to Collection Services Agreement for the provision of residential and commercial garbage, recyclable materials and organic waste collection services between the City of Beaumont and Waste Management of the Inland Empire.
- [Staff Report - Html](#)
[Attachment A - First Amendment to Solid Waste Services Agreement WM](#)
18. **Award of Contract for Employee Benefits Insurance Broker & Consulting Services** 333 - 344
- Recommended Council Action(s):
1. Award a professional services agreement to Quote Frontier and authorize the Mayor to execute the agreement on behalf of the City of Beaumont for three years with the option for two one year extensions.
- [Staff Report - Html](#)
[Attachment A - Professional Services Contract](#)
19. **Approve the Resolution Adopting by Reference the Pretreatment Program Enforcement Response Plan, Pretreatment Program Procedures and Pretreatment Program Policies of the Santa Ana Watershed Project Authority** 345 - 348
- Recommended Council Action(s):
1. Waive the full reading and approve by title only, "A Resolution of the City Council of the City of Beaumont Adopting by Reference the Pretreatment Program Enforcement Response Plan, Pretreatment Program Policies and Pretreatment Program Policies of the Santa Ana Watershed Project Authority."
- [Staff Report - Html](#)
[Attachment A. Resolution](#)
20. **Approve a Resolution Prohibiting the Provision of Wastewater Treatment Services Outside of the Corporate Boundaries of the City of Beaumont with Certain Exceptions** 349 - 352
- Recommended Council Action(s):
1. Waive the full reading and approve by title only, "A Resolution of the City Council of the City of Beaumont Prohibiting the Provision of Wastewater Treatment Services Outside of the Corporate Boundaries of the City of Beaumont with Certain Exceptions."
- [Staff Report - Html](#)
[Attachment A - Resolution Restricting Service Outside City Limits](#)
21. **Wastewater Treatment Plant Expansion/Renovation and Brine Pipeline** 353 -

Installation Project Status Update

364

Recommended Council Action(s):

1. Receive and file the project updates.

[Staff Report - Html](#)

[Attachment B - Brine Line Reach 2 - 3 Week Schedule](#)

[Attachment A - Brine Line Reach 1 - 3 Week Schedule](#)

[Attachment C - WWTP - 3 Week Schedule](#)

22. Appointment of Mayor and Mayor Pro Tempore

365 -

Recommended Council Action(s):

366

1. Appointment of Mayor and Mayor Pro Tempore.

[Staff Report - Html](#)

FUTURE AGENDA ITEMS

Adjournment of the City Council of the December 3, 2019 Meeting at ___ p.m.

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, January 7, 2020, at 5:00 p.m. or thereafter as noted on the posted Agenda for Closed Session items in the City Council Board Room No. 5, followed by the regular meeting at 6:00 p.m. or thereafter as noted on the posted Agenda at City Hall.

Beaumont City Hall – Online www.BeaumontCa.gov



WARRANTS TO BE RATIFIED

Friday, November 08, 2019

Printed Checks	103840-103896	\$	484,885.05	FY 19/20
	A/P Total	\$	<u>484,885.05</u>	
Wires	BA Funds Transferred	\$	250,000.00	Transfer to Workers Comp
Bank Drafts	MG Trust	\$	24,045.77	457 PPE 10/03/19
		\$	23,743.77	457 PPE 10/17/19
		\$	4,950.98	401A PPE 10/17/19
		\$	4,950.98	401A PPE 10/03/19
		\$	1,056.68	FICA PPE 10/17/19
		\$	597.17	FICA PPE 10/03/19
	Guardian	\$	21,227.12	Nov-19
	Merchant Bank Card	\$	6,256.09	Credit Card Fees
	Gateway	\$	393.40	Credit Card Fees
	Affant	\$	548.00	Monthly Services

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET
THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2019 - JUNE 30, 2020

SIGNATURE: 
TITLE: CITY TREASURER

SIGNATURE: 
TITLE: ADMINISTRATIVE SERVICES DIRECTOR



Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1027	AFFANT COMMUNICATION	11/08/2019	Regular	0.00	323.25	103840 ✓
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>104858</u>	Invoice	11/07/2019	SHORETEL LICENSES	0.00	323.25	
	<u>100-1230-7015-0000</u>		TELEPHONE		323.25	
			SHORETEL LICENSES			
3761	AKINS IT INC	11/08/2019	Regular	0.00	17,362.60	103841
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>17245</u>	Invoice	11/07/2019	COUNCIL CHAMBERS	0.00	7,739.17	
	<u>500-0000-8990-0000</u>		CAPITAL OUTLAY		7,739.17	
			COUNCIL CHAMBERS			
<u>17767</u>	Invoice	11/07/2019	IT PC Hardware Replacement Plan	0.00	9,623.43	
	<u>100-1230-7072-0000</u>		COMPUTER SUPPLIES/MA		9,623.43	
			IT PC Hardware Replacement PI			
1050	AMAZON CAPITAL SERVICES	11/08/2019	Regular	0.00	2,689.46	103842
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>13N7-94PF-JC9C</u>	Invoice	11/07/2019	COMPUTER SUPPLIES	0.00	20.45	
	<u>100-1230-7072-0000</u>		COMPUTER SUPPLIES/MA		20.45	
			COMPUTER SUPPLIES			
<u>16D1-17MC-9G1</u>	Invoice	11/07/2019	COMPUTER SUPPLIES	0.00	108.70	
	<u>100-1230-7072-0000</u>		COMPUTER SUPPLIES/MA		108.70	
			COMPUTER SUPPLIES			
<u>17FJ-KY1X-KRVD</u>	Invoice	11/07/2019	COMPUTER SUPPLIES	0.00	371.40	
	<u>100-1230-7072-0000</u>		COMPUTER SUPPLIES/MA		371.40	
			COMPUTER SUPPLIES			
<u>1CCQ-RF7K-GKKL</u>	Invoice	11/07/2019	COMPUTER SUPPLIES	0.00	78.27	
	<u>100-1230-7072-0000</u>		COMPUTER SUPPLIES/MA		78.27	
			COMPUTER SUPPLIES			
<u>1DVJ-WRRG-79XP</u>	Invoice	11/07/2019	COMPUTER SUPPLIES	0.00	76.02	
	<u>100-1230-7072-0000</u>		COMPUTER SUPPLIES/MA		76.02	
			COMPUTER SUPPLIES			
<u>1F1T-P1NQ-NJKQ</u>	Invoice	11/07/2019	DEPT SUPPLIES	0.00	215.40	
	<u>100-1200-7070-0000</u>		SPECIAL DEPT SUPPLIES		215.40	
			DEPT SUPPLIES			
<u>1GQN-D1TN-GW</u>	Invoice	11/07/2019	COMPUTER SUPPLIES	0.00	150.84	
	<u>100-1230-7072-0000</u>		COMPUTER SUPPLIES/MA		150.84	
			COMPUTER SUPPLIES			
<u>1JVK-6VNO-WLPL</u>	Invoice	11/07/2019	OFFICE SUPPLIES	0.00	185.16	
	<u>100-1225-7025-0000</u>		OFFICE SUPPLIES		185.16	
			OFFICE SUPPLIES			
<u>1KNP-6KYH-MQH</u>	Invoice	11/07/2019	COMPUTER SUPPLIES	0.00	514.70	
	<u>100-1230-7072-0000</u>		COMPUTER SUPPLIES/MA		514.70	
			COMPUTER SUPPLIES			
<u>1MGT-6HHT-VPN</u>	Invoice	11/07/2019	DEPT SUPPLIES	0.00	118.23	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		118.23	
			DEPT SUPPLIES			
<u>1PD1-FKJR-7PCH</u>	Invoice	11/07/2019	COMPUTER SUPPLIES	0.00	38.98	
	<u>100-1230-7072-0000</u>		COMPUTER SUPPLIES/MA		38.98	
			COMPUTER SUPPLIES			
<u>1RTQ-3W37-KJW</u>	Invoice	11/07/2019	OFFICE SUPPLIES	0.00	82.25	
	<u>100-1225-7025-0000</u>		OFFICE SUPPLIES		82.25	
			OFFICE SUPPLIES			
<u>1W37-9VCR-FW</u>	Invoice	11/07/2019	COMPUTER SUPPLIES	0.00	572.17	
	<u>100-1230-7072-0000</u>		COMPUTER SUPPLIES/MA		572.17	
			COMPUTER SUPPLIES			
<u>1YCW-FVVJ-CM9</u>	Invoice	11/07/2019	DEPT SUPPLIES	0.00	32.63	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		32.63	
			DEPT SUPPLIES			
<u>1YCW-FVVJ-V634</u>	Invoice	11/07/2019	OFFICE SUPPLIES	0.00	124.26	
	<u>750-7000-7025-0000</u>		OFFICE SUPPLIES		124.26	
			OFFICE SUPPLIES			
1053	AMERICAN FORENSIC NURSES	11/08/2019	Regular	0.00	224.00	103843

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		
72683	Invoice <u>100-2050-7068-0000</u>	11/07/2019	American Forensic Nurses - Services CONTRACTUAL SERVICES	0.00	56.00	✓
72736	Invoice <u>100-2050-7068-0000</u>	11/07/2019	American Forensic Nurses - Services CONTRACTUAL SERVICES	0.00	168.00	✓
1147	BEAUMONT CHERRY VALLEY WATER DIST. Payable Type	11/08/2019	Regular	0.00	4,033.03	103844
11/20/19	Invoice <u>100-6000-7010-6025</u> <u>100-6000-7010-6031</u> <u>100-6000-7010-6032</u> <u>100-6000-7010-6040</u> <u>100-6000-7010-6041</u> <u>100-6050-7010-5250</u> <u>700-4050-7010-0000</u> <u>750-7300-7010-0000</u>	11/07/2019	WATER UTILITY UTILITIES - CITY HALL UTILITIES - CITY HALL BLD UTILITIES - CITY HALL BLD UTILITIES - POLICE DEPT UTILITIES - POLICE ANNEX UTILITIES, PARK (RANGAL) UTILITIES UTILITIES	0.00	4,033.03	
1127	BEAUMONT DO IT BEST HOME CENTER Payable Type	11/08/2019	Regular	0.00	8.23	103845
479715	Invoice <u>500-0000-7068-0000</u>	11/07/2019	BUILDING SUPPLIES & MAINTENANCE CONTRACTUAL SERVICE	0.00	8.23	
1136	BEAUMONT POWER EQUIPMENT Payable Type	11/08/2019	Regular	0.00	878.09	103846
2196 CHECK 2	Invoice <u>100-6050-7090-0000</u>	11/07/2019	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	182.62	
2332 CHECK 2	Invoice <u>100-6050-7090-0000</u>	11/07/2019	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	45.23	
2351 CHECK 2	Invoice <u>100-6050-7090-0000</u>	11/07/2019	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	32.27	
2359 CHECK 2	Invoice <u>100-6050-7090-0000</u>	11/07/2019	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	67.33	
2426 CHECK 2	Invoice <u>100-3250-7070-0000</u>	11/07/2019	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	33.39	
2431 CHECK 2	Invoice <u>100-3250-7070-0000</u>	11/07/2019	EQUIPMENT MAINTENANCE SPECIAL DEPT SUPPLIES	0.00	64.64	
2437 CHECK	Invoice <u>100-6050-7090-0000</u>	11/07/2019	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	93.71	
2510 CHECK 2	Invoice <u>100-6050-7090-0000</u>	11/07/2019	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	35.00	
2511 CHECK 2	Invoice <u>100-6050-7090-0000</u>	11/07/2019	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	35.00	
2512 CHECK 2	Invoice <u>100-6050-7090-0000</u>	11/07/2019	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	35.00	
2513 CHECK 2	Invoice <u>100-6050-7090-0000</u>	11/07/2019	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	35.00	
2514 CHECK 2	Invoice <u>100-6050-7090-0000</u>	11/07/2019	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	35.00	
2536 CHECK 2	Invoice <u>100-6050-7090-0000</u>	11/07/2019	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	35.00	
2540 CHECK 2	Invoice	11/07/2019	EQUIPMENT MAINTENANCE	0.00	93.71	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		93.71	
2543 CHECK 2	Invoice	11/07/2019	EQUIPMENT MAINTENANCE	0.00	10.00	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		10.00	
2552 CHECK 2	Invoice	11/07/2019	EQUIPMENT MAINTENANCE	0.00	45.19	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		45.19	
1196	**Void**	11/08/2019	Regular	0.00	0.00	103847
	CALIFORNIA BUILDING OFFICIALS	11/08/2019	Regular	0.00	1,560.00	103848 ✓
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
Dc1cf7uQ	Invoice	11/07/2019	CALBO Training for BO, Inspectors and Tec	0.00	1,560.00	
	<u>100-2150-7066-0000</u>		TRAVEL, EDUCATION, TRA		1,560.00	
3829	CALIFORNIA SOCIETY OF MUNICIPAL FINANCE (	11/08/2019	Regular	0.00	110.00	103849
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
300003023	Invoice	11/07/2019	MEMBERSHIP RENEWAL	0.00	110.00	
	<u>100-1225-7030-0000</u>		DUES & SUBSCRIPTIONS		110.00	
1238	CDW GOVERNMENT, INC.	11/08/2019	Regular	0.00	22,969.20	103850 ✓
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
KXNSO94	Invoice	11/07/2019	O365 Microsoft Licensing YR2	0.00	22,969.20	
	<u>100-1230-7071-0000</u>		SOFTWARE		22,969.20	
1424	DIRECTV	11/08/2019	Regular	0.00	108.99	103851
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
36816291201	Invoice	11/07/2019	BUILDING UTILITY	0.00	108.99	
	<u>100-6000-7010-6040</u>		UTILITIES - POLICE DEPT		108.99	
3779	EDGAR L ALVAREZ	11/08/2019	Regular	0.00	480.00	103852
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
005	Invoice	11/07/2019	PROFESSIONAL SERVICES	0.00	480.00	
	<u>100-1230-7068-6025</u>		CONTRACT SVC - CITY HA		480.00	
1473	EMPLOYMENT DEVELOPMENT DEPT.	11/08/2019	Regular	0.00	6,164.00	103853
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
L2006348000	Invoice	11/07/2019	UNEMPLOYMENT	0.00	6,164.00	
	<u>100-1225-6025-0000</u>		UNEMPLOYMENT		5,400.00	
	<u>750-7000-6025-0000</u>		UNEMPLOYMENT		764.00	
3641	ERIC ARROYO	11/08/2019	Regular	0.00	1,025.48	103854
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2121	Invoice	11/07/2019	HIRING COSTS	0.00	1,025.48	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		1,025.48	
3729	EUROFINS EATON ANALYTICAL, LLC	11/08/2019	Regular	0.00	1,600.00	103855
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
L0479649	Invoice	11/07/2019	SAWPA SAMPLING	0.00	1,600.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		1,600.00	
3823	EVA TORDESILLAS	11/08/2019	Regular	0.00	204.04	103856

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		
04-016715-02	Invoice	11/07/2019	REIMBURSE CREDIT ON ACCOUNT	0.00	204.04	
	<u>100-0000-1400-0000</u>	A/R - UTILITIES	REIMBURSE CREDIT ON ACCOU		204.04	
1533	FRONTIER COMMUNICATIONS	11/08/2019	Regular	0.00	2,397.77	103857 ✓
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
209-042-1999-06	Invoice	11/07/2019	PHONE UTILITY	0.00	279.06	
	<u>100-1230-7015-6040</u>	TELEPHONE (POLICE DPT)	PHONE UTILITY		279.06	
213-181-1343-03	Invoice	11/07/2019	PHONE UTILITY	0.00	69.47	
	<u>700-4050-7015-0000</u>	TELEPHONE	PHONE UTILITY		69.47	
323-156-8188-02	Invoice	11/07/2019	PHONE UTILITY	0.00	85.98	
	<u>100-1230-7015-6060</u>	TELEPHONE (4th ST YARD)	PHONE UTILITY		85.98	
951-769-8500-01	Invoice	11/07/2019	PHONE UTILITIES	0.00	1,322.63	
	<u>100-1230-7015-6040</u>	TELEPHONE (POLICE DPT)	PHONE UTILITIES		1,322.63	
951-769-8520--0	Invoice	11/07/2019	PHONE UTILITY	0.00	266.52	
	<u>100-1230-7015-6025</u>	TELEPHONE (CITY HALL)	PHONE UTILITY		266.52	
951-769-8530-06	Invoice	11/07/2019	PHONE UTILITY	0.00	222.52	
	<u>750-7000-7015-0000</u>	TELEPHONE	PHONE UTILITY		222.52	
951-769-8539-04	Invoice	11/07/2019	PHONE UTILITY	0.00	151.59	
	<u>100-1230-7015-6045</u>	TELEPHONE (COMM CTR)	PHONE UTILITY		151.59	
3042	GOLDEN STAR TECHNOLOGY, INC	11/08/2019	Regular	0.00	48,466.54	103858
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV39354</u>	Invoice	11/07/2019	GST Security Hardware	0.00	48,466.54	
	<u>100-0000-2060-0000</u>	USE TAX PAYABLE	GST Security Hardware		2,939.01	
	<u>500-0000-8990-0000</u>	CAPITAL OUTLAY	GST Security Hardware		45,527.53	
1599	GUARDIAN LIFE INSURANCE	11/08/2019	Regular	0.00	21,227.12	103859

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	
NOVEMBER 2019	Invoice	11/07/2019	GUARDIAN		0.00	21,227.12
	100-0000-2040-0000		GUARDIAN VOLUNTARY LI	GUARDIAN JUNE 2019		991.10
	100-1150-6021-0000		DENTAL INSURANCE	GUARDIAN JUNE 2019		156.40
	100-1150-6023-0000		DISABILITY	GUARDIAN JUNE 2019		48.65
	100-1150-6028-0000		LIFE INSURANCE	GUARDIAN JUNE 2019		7.00
	100-1200-6021-0000		DENTAL INSURANCE	GUARDIAN JUNE 2019		705.92
	100-1200-6023-0000		DISABILITY	GUARDIAN JUNE 2019		391.89
	100-1200-6027-0000		VISION CARE	GUARDIAN JUNE 2019		56.72
	100-1200-6028-0000		LIFE INSURANCE	GUARDIAN JUNE 2019		56.14
	100-1225-6021-0000		DENTAL INSURANCE	GUARDIAN JUNE 2019		361.40
	100-1225-6023-0000		DISABILITY	GUARDIAN JUNE 2019		271.79
	100-1225-6027-0000		VISION CARE	GUARDIAN JUNE 2019		15.24
	100-1225-6028-0000		LIFE INSURANCE	GUARDIAN JUNE 2019		35.00
	100-1230-6021-0000		DENTAL INSURANCE	GUARDIAN JUNE 2019		156.40
	100-1230-6023-0000		DISABILITY	GUARDIAN JUNE 2019		68.74
	100-1230-6028-0000		LIFE INSURANCE	GUARDIAN JUNE 2019		7.00
	100-1240-6021-0000		DENTAL INSURANCE	GUARDIAN JUNE 2019		113.31
	100-1240-6023-0000		DISABILITY	GUARDIAN JUNE 2019		116.60
	100-1240-6028-0000		LIFE INSURANCE	GUARDIAN JUNE 2019		14.00
	100-1350-6021-0000		DENTAL INSURANCE	GUARDIAN JUNE 2019		250.46
	100-1350-6023-0000		DISABILITY	GUARDIAN JUNE 2019		120.52
	100-1350-6027-0000		VISION CARE	GUARDIAN JUNE 2019		39.82
	100-1350-6028-0000		LIFE INSURANCE	GUARDIAN JUNE 2019		14.00
	100-1550-6021-0000		DENTAL INSURANCE	GUARDIAN JUNE 2019		250.46
	100-1550-6023-0000		DISABILITY	GUARDIAN JUNE 2019		91.48
	100-1550-6027-0000		VISION CARE	GUARDIAN JUNE 2019		15.24
	100-1550-6028-0000		LIFE INSURANCE	GUARDIAN JUNE 2019		21.00
	100-2000-6023-0000		DISABILITY	GUARDIAN JUNE 2019		81.84
	100-2000-6028-0000		LIFE INSURANCE	GUARDIAN JUNE 2019		14.00
	100-2030-6021-0000		DENTAL INSURANCE	GUARDIAN JUNE 2019		17.31
	100-2030-6021-0000		DENTAL INSURANCE	GUARDIAN JUNE 2019		94.06
	100-2030-6023-0000		DISABILITY	GUARDIAN JUNE 2019		76.22
	100-2030-6027-0000		VISION CARE	GUARDIAN JUNE 2019		23.69
	100-2030-6028-0000		LIFE INSURANCE	GUARDIAN JUNE 2019		14.00
	100-2050-6021-0000		DENTAL INSURANCE	GUARDIAN JUNE 2019		400.77
	100-2050-6021-0000		DENTAL INSURANCE	GUARDIAN JUNE 2019		3,012.27
	100-2050-6023-0000		DISABILITY	GUARDIAN JUNE 2019		2,402.05
	100-2050-6027-0000		VISION CARE	GUARDIAN JUNE 2019		362.78
	100-2050-6028-0000		LIFE INSURANCE	GUARDIAN JUNE 2019		308.00
	100-2090-6021-0000		DENTAL INSURANCE	GUARDIAN JUNE 2019		933.31
	100-2090-6021-0000		DENTAL INSURANCE	GUARDIAN JUNE 2019		111.93
	100-2090-6023-0000		DISABILITY	GUARDIAN JUNE 2019		475.42
	100-2090-6027-0000		VISION CARE	GUARDIAN JUNE 2019		73.91
	100-2090-6028-0000		LIFE INSURANCE	GUARDIAN JUNE 2019		91.00
	100-2150-6021-0000		DENTAL INSURANCE	GUARDIAN JUNE 2019		406.86
	100-2150-6021-0000		DENTAL INSURANCE	GUARDIAN JUNE 2019		96.92
	100-2150-6023-0000		DISABILITY	GUARDIAN JUNE 2019		274.06
	100-2150-6027-0000		VISION CARE	GUARDIAN JUNE 2019		64.40
	100-2150-6028-0000		LIFE INSURANCE	GUARDIAN JUNE 2019		35.00
	100-3100-6021-0000		DENTAL INSURANCE	GUARDIAN JUNE 2019		520.17
	100-3100-6021-0000		DENTAL INSURANCE	GUARDIAN JUNE 2019		48.46
	100-3100-6023-0000		DISABILITY	GUARDIAN JUNE 2019		224.98
	100-3100-6027-0000		VISION CARE	GUARDIAN JUNE 2019		73.14
	100-3100-6028-0000		LIFE INSURANCE	GUARDIAN JUNE 2019		34.30
	100-3250-6021-0000		DENTAL INSURANCE	GUARDIAN NOVEMBER 2019		318.31
	100-3250-6021-0000		DENTAL INSURANCE	GUARDIAN JUNE 2019		48.46
	100-3250-6023-0000		DISABILITY	GUARDIAN JUNE 2019		161.86
	100-3250-6027-0000		VISION CARE	GUARDIAN JUNE 2019		40.11
	100-3250-6028-0000		LIFE INSURANCE	GUARDIAN JUNE 2019		35.00

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-6050-6021-0000	DENTAL INSURANCE	GUARDIAN JUNE 2019		145.38	
	100-6050-6021-0000	DENTAL INSURANCE	GUARDIAN JUNE 2019		1,403.61	
	100-6050-6023-0000	DISABILITY	GUARDIAN JUNE 2019		672.40	
	100-6050-6027-0000	VISION CARE	GUARDIAN JUNE 2019		160.34	
	100-6050-6028-0000	LIFE INSURANCE	GUARDIAN JUNE 2019		147.00	
	700-4050-6021-0000	DENTAL INSURANCE	GUARDIAN JUNE 2019		96.92	
	700-4050-6021-0000	DENTAL INSURANCE	GUARDIAN JUNE 2019		299.06	
	700-4050-6023-0000	DISABILITY	GUARDIAN JUNE 2019		412.87	
	700-4050-6027-0000	VISION CARE	GUARDIAN JUNE 2019		57.61	
	700-4050-6028-0000	LIFE INSURANCE	GUARDIAN JUNE 2019		56.00	
	750-7000-6021-0000	DENTAL INSURANCE	GUARDIAN JUNE 2019		426.11	
	750-7000-6023-0000	DISABILITY	GUARDIAN JUNE 2019		128.01	
	750-7000-6027-0000	VISION CARE	GUARDIAN JUNE 2019		15.53	
	750-7000-6028-0000	LIFE INSURANCE	GUARDIAN JUNE 2019		18.20	
	750-7100-6021-0000	DENTAL INSURANCE	GUARDIAN JUNE 2019		113.31	
	750-7100-6023-0000	DISABILITY	GUARDIAN JUNE 2019		44.73	
	750-7100-6027-0000	VISION CARE	GUARDIAN JUNE 2019		15.24	
	750-7100-6028-0000	LIFE INSURANCE	GUARDIAN JUNE 2019		10.50	
	750-7300-6021-0000	DENTAL INSURANCE	GUARDIAN JUNE 2019		236.72	
	750-7300-6021-0000	DENTAL INSURANCE	GUARDIAN JUNE 2019		65.77	
	750-7300-6023-0000	DISABILITY	GUARDIAN JUNE 2019		175.48	
	750-7300-6027-0000	VISION CARE	GUARDIAN JUNE 2019		48.27	
	750-7300-6028-0000	LIFE INSURANCE	GUARDIAN JUNE 2019		35.00	
	750-7400-6021-0000	DENTAL INSURANCE	GUARDIAN JUNE 2019		191.26	
	750-7400-6023-0000	DISABILITY	GUARDIAN JUNE 2019		124.08	
	750-7400-6027-0000	VISION CARE	GUARDIAN JUNE 2019		23.69	
	750-7400-6028-0000	LIFE INSURANCE	GUARDIAN JUNE 2019		28.00	
	750-7600-6021-0000	DENTAL INSURANCE	GUARDIAN JUNE 2019		188.12	
	750-7600-6023-0000	DISABILITY	GUARDIAN JUNE 2019		43.94	
	750-7600-6027-0000	VISION CARE	GUARDIAN NOVEMBER 2019		15.24	
	750-7600-6028-0000	LIFE INSURANCE	GUARDIAN JUNE 2019		14.00	
	750-7700-6021-0000	DENTAL INSURANCE	GUARDIAN NOVEMBER 2019		17.31	
	750-7700-6021-0000	DENTAL INSURANCE	GUARDIAN NOVEMBER 2019		156.40	
	750-7700-6023-0000	DISABILITY	GUARDIAN NOVEMBER 2019		53.27	
	750-7700-6028-0000	LIFE INSURANCE	GUARDIAN JUNE 2019		14.00	
	750-7800-6021-0000	DENTAL INSURANCE	GUARDIAN NOVEMBER 2019		113.31	
	750-7800-6023-0000	DISABILITY	GUARDIAN NOVEMBER 2019		21.41	
	750-7800-6028-0000	LIFE INSURANCE	GUARDIAN NOVEMBER 2019		7.00	
	750-7900-6021-0000	DENTAL INSURANCE	GUARDIAN NOVEMBER 2019		97.20	
	750-7900-6023-0000	DISABILITY	GUARDIAN NOVEMBER 2019		40.91	
	750-7900-6028-0000	LIFE INSURANCE	GUARDIAN NOVEMBER 2019		14.00	
	750-8000-6023-0000	DISABILITY	GUARDIAN NOVEMBER 2019		22.05	
	750-8000-6028-0000	LIFE INSURANCE	GUARDIAN		7.00	

3795	GV CONSTRUCTION, INC	11/08/2019	Regular	0.00	26,282.15	103860
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
1004	Invoice	11/07/2019	CONSTRUCTION RENOVATION - COUNCIL	0.00	16,400.15	✓
	500-0000-8990-0000		CAPITAL OUTLAY		16,400.15	
1005	Invoice	11/07/2019	DESIGN AND BUILD OF COUNCIL FURNITU	0.00	9,882.00	
	500-0000-8990-0000		CAPITAL OUTLAY		9,882.00	
3515	HD SUPPLY FACILITIES MAINTENANCE LTD	11/08/2019	Regular	0.00	978.32	103861
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
033996	Invoice	11/07/2019	DEPARTMENT SUPPLIES - SEWER	0.00	978.32	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		978.32	
1610	HDL COREN & CONE	11/08/2019	Regular	0.00	1,929.99	103862

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		
0027274-IN	Invoice	11/07/2019	PROFESSIONAL SERVICES	0.00	1,929.99	
	100-1200-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		1,929.99	
1632	HOME DEPOT/CREDIT SERVICES	11/08/2019	Regular	0.00	6,260.66	103863
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1613396	Invoice	11/07/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	12.01	
	100-6000-7085-6025	BLDG MAINT - CITY HALL	BUILDING SUPPLIES & MAINTEN		12.01	
1613397	Invoice	11/07/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	173.69	
	100-6000-7085-6048	BLDG MAINT - POOL	BUILDING SUPPLIES & MAINTEN		173.69	
1625787	Invoice	11/07/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	72.15	
	100-6000-7085-6040	BLDG MAINT - POLICE DE	BUILDING SUPPLIES & MAINTEN		72.15	
2013594	Invoice	11/07/2019	DEPT SUPPLIES	0.00	91.80	
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		91.80	
3011874	Invoice	11/07/2019	DEPT SUPPLIES	0.00	241.19	
	100-6050-7070-014X	SPEC DEPT EXP - IA 14	DEPT SUPPLIES		241.19	
3011906	Invoice	11/07/2019	DEPARTMENT SUPPLIES - SEWER	0.00	253.57	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE		253.57	
4371096	Invoice	11/07/2019	DEPARTMENT SUPPLIES - SEWER	0.00	223.19	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE		223.19	
4625457	Invoice	11/07/2019	DEPARTMENT SUPPLIES - SEWER	0.00	147.42	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE		147.42	
5094089	Invoice	11/07/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	6.98	
	100-6000-7085-6025	BLDG MAINT - CITY HALL	BUILDING SUPPLIES & MAINTEN		6.98	
5263319	Invoice	11/07/2019	Ceiling Tiles for Rooms 2 and 3	0.00	4,598.19	
	100-6000-7068-6025	CONTRACTUAL SVC - CITY	Ceiling Tiles for Rooms 2 and 3		2,299.10	
	500-0000-8990-0000	CAPITAL OUTLAY	Ceiling Tiles for Rooms 2 and 3		2,299.09	
5511525	Invoice	11/07/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	7.52	
	100-6000-7085-6026	BLDG MAINT- CITY HALL B	BUILDING SUPPLIES & MAINTEN		7.52	
6034690	Invoice	11/07/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	16.53	
	100-6000-7085-6025	BLDG MAINT - CITY HALL	BUILDING SUPPLIES & MAINTEN		16.53	
7012357	Invoice	11/07/2019	DEPT SUPPLIES	0.00	136.93	
	100-6050-7070-5750	SPECIAL DEPT SUPPLIES (	DEPT SUPPLIES		136.93	
7094039	Invoice	11/07/2019	DEPARTMENT SUPPLIES - STREETS	0.00	25.77	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE		25.77	
7360424	Invoice	11/07/2019	DEPARTMENT SUPPLIES - STREETS	0.00	169.93	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE		169.93	
7511353	Invoice	11/07/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	6.66	
	100-6000-7085-6040	BLDG MAINT - POLICE DE	BUILDING SUPPLIES & MAINTEN		6.66	
9030211	Invoice	11/07/2019	DEPT SUPPLIES	0.00	77.13	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES		77.13	
	Void	11/08/2019	Regular	0.00	0.00	103864
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	11/08/2019	Regular	0.00	724.42	103865
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
32412	Invoice	11/07/2019	Transcription Services	0.00	724.42	
	100-2050-7068-0000	CONTRACTUAL SERVICES	Transcription Services		724.42	
2527	JESUS CAMACHO	11/08/2019	Regular	0.00	90.00	103866

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		
<u>161802</u>	Invoice	11/07/2019	VEHICLE MAINTENANCE	0.00	90.00	
	<u>100-2150-7037-0000</u>		VEHICLE MAINTENANCE		90.00	
3825	JOSHUA LUCAS JONES	11/08/2019	Regular	0.00	300.00	103867
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1910B-2835</u>	Invoice	11/07/2019	RELEASE OF HELD FUNDS	0.00	300.00	
	<u>860-0000-2300-0000</u>		DEFERRED REVENUE		300.00	
3826	KEVIN EIERMAN	11/08/2019	Regular	0.00	57.31	103868
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>04-018694-03</u>	Invoice	11/07/2019	REIMBURSE OVER PAYMENT ON UTILITY A	0.00	57.31	
	<u>100-0000-1400-0000</u>		A/R - UTILITIES		57.31	
1806	KONICA MINOLTA PREMIER FINANCE	11/08/2019	Regular	0.00	1,619.45	103869
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>397243817</u>	Invoice	11/07/2019	EQUIPMENT RENTAL	0.00	1,619.45	
	<u>100-1230-7075-6025</u>		EQUIPMENT LEASING/RE		404.86	
	<u>100-1230-7075-6040</u>		EQUIPMENT LEASING/RE		404.86	
	<u>100-1230-7075-6045</u>		EQUIPMENT LEASING/RE		404.86	
	<u>750-7000-7075-0000</u>		EQUIPMENT LEASING/RE		404.87	
1831	LAURA'S CUSTOM EMBROIDERY	11/08/2019	Regular	0.00	915.88	103870
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2625</u>	Invoice	11/07/2019	UNIFORM MAINTENANCE	0.00	915.88	
	<u>750-7200-7065-0000</u>		UNIFORMS		915.88	
3379	LAW OFFICES BURKE, WILLIAMS & SORENSEN,	11/08/2019	Regular	0.00	216.00	103871
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>246205</u>	Invoice	11/07/2019	LEGAL SERVICES	0.00	216.00	✓
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		216.00	
1853	LEWIS BRISBOIS BISGAARD & SMITH LLP	11/08/2019	Regular	0.00	90.00	103872
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2468860</u>	Invoice	11/07/2019	LEGAL SERVICES	0.00	90.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		90.00	
3683	MASTER'S COFFEE AND WATER	11/08/2019	Regular	0.00	56.99	103873
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>5-034383</u>	Invoice	11/07/2019	OFFICE SUPPLIES	0.00	56.99	✓
	<u>700-4050-7025-0000</u>		OFFICE SUPPLIES		56.99	
1979	MUTUAL OF OMAHA	11/08/2019	Regular	0.00	1,182.50	103874
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>F-01063673</u>	Invoice	11/07/2019	PROFESSIONAL SERVICES	0.00	75.00	
	<u>100-1240-7068-0000</u>		CONTRACTUAL SERVICES		75.00	
<u>F-01063674</u>	Invoice	11/07/2019	PROFESSIONAL SERVICES	0.00	908.75	
	<u>100-1240-7068-0000</u>		CONTRACTUAL SERVICES		908.75	
<u>F-01063675</u>	Invoice	11/07/2019	PROFESSIONAL SERVICES	0.00	198.75	
	<u>100-1240-7068-0000</u>		CONTRACTUAL SERVICES		198.75	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2910	NANCY CARROLL	11/08/2019	Regular	0.00	189.49	103875
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>10/16/19-10/18/</u>	Invoice	11/07/2019	TRAVEL REIMBURSEMENT	0.00	189.49	
	<u>100-1050-7066-0000</u>		TRAVEL, EDUCATION, TRA		189.49	
			TRAVEL REIMBURSEMENT			
3821	NORMAN SCHALL & ASSOCIATE	11/08/2019	Regular	0.00	4,784.75	103876
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>213162</u>	Invoice	11/07/2019	LEGAL SERVICES	0.00	3,260.40	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		3,260.40	
			LEGAL SERVICES			
<u>213164</u>	Invoice	11/07/2019	LEGAL SERVICES	0.00	1,524.35	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		1,524.35	
			LEGAL SERVICES			
3100	ORTIZ ENTERPRISES INC	11/08/2019	Regular	0.00	239,220.00	103877
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>20 CHECK 2</u>	Invoice	11/07/2019	CHANGE ORDER 2 FOR BRINE LINE PROJE	0.00	239,220.00	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT		239,220.00	
			CHANGE ORDER 2 FOR BRINE LI			
2026	PACIFIC ALARM SERVICE	11/08/2019	Regular	0.00	772.65	103878
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>R 151122</u>	Invoice	11/07/2019	SECURITY SERVICES	0.00	60.25	
	<u>100-6000-7087-6026</u>		SECURITY- CITY HALL BLD		60.25	
			SECURITY SERVICES			
<u>R 151123</u>	Invoice	11/07/2019	SECURITY SERVICES	0.00	179.55	
	<u>700-4050-7087-007A</u>		SECURITY SERVICES		179.55	
			SECURITY SERVICES			
<u>R 151125</u>	Invoice	11/07/2019	SECURITY SERVICES	0.00	163.50	
	<u>700-4050-7087-005X</u>		SECURITY SERVICES		163.50	
			SECURITY SERVICES			
<u>R 151126</u>	Invoice	11/07/2019	SECURITY SERVICES	0.00	113.25	
	<u>100-6000-7087-6040</u>		SECURITY - POLICE DEPT		113.25	
			SECURITY SERVICES			
<u>R 151127</u>	Invoice	11/07/2019	SECURITY SERVICES	0.00	58.25	
	<u>100-6000-7087-6040</u>		SECURITY - POLICE DEPT		58.25	
			SECURITY SERVICES			
<u>R 151130</u>	Invoice	11/07/2019	SECURITY SERVICES	0.00	138.00	
	<u>700-4050-7087-005X</u>		SECURITY SERVICES		138.00	
			SECURITY SERVICES			
<u>R 151518</u>	Invoice	11/07/2019	SECURITY SERVICES	0.00	59.85	
	<u>700-4050-7087-0000</u>		SECURITY SERVICES		59.85	
			SECURITY SERVICES			
2065	PITNEY BOWES INC-CTR	11/08/2019	Regular	0.00	150.92	103879
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1014204956</u>	Invoice	11/07/2019	EQUIPMENT RENTAL	0.00	150.92	
	<u>100-2050-7075-0000</u>		EQUIPMENT LEASING/RE		150.92	
			EQUIPMENT RENTAL			
3652	PRUDENTIAL OVERALL SUPPLY	11/08/2019	Regular	0.00	121.88	103880
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>22881000</u>	Invoice	11/07/2019	Prudential Uniforms	0.00	60.94	
	<u>700-4050-7065-0000</u>		UNIFORMS		60.94	
			UNIFORM MAINTENANCE			
<u>22884623</u>	Invoice	11/07/2019	Prudential Uniforms	0.00	60.94	
	<u>700-4050-7065-0000</u>		UNIFORMS		60.94	
			UNIFORM MAINTENANCE			
2177	RIVERSIDE COUNTY TAX COLLECTOR	11/08/2019	Regular	0.00	1,299.00	103881
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>PN# 415092014</u>	Invoice	11/07/2019	INCORRECT ASSESSMENT AMOUNT TO RE	0.00	1,299.00	
	<u>100-0000-1400-0000</u>		A/R - UTILITIES		1,299.00	
			INCORRECT ASSESSMENT AMO			



Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3731	RIVERSIDE COUNTY TRANSPORTATION COMMI	11/08/2019	Regular	0.00	9,289.00	103882
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>FY14 SRTP BUILD</u>	Invoice	11/07/2019	DOUBLE PAYMENT FOR SAME CAPITAL PR	0.00	9,289.00	✓
	<u>760-0000-4672-0000</u>		ARTICLE 4 - CAPITAL		9,289.00	
2289	SIMPLIFILE	11/08/2019	Regular	0.00	824.00	103883
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>CATWAQ-103120</u>	Invoice	11/07/2019	PROFESSIONAL SERVICES	0.00	824.00	
	<u>100-1200-7068-0000</u>		CONTRACTUAL SERVICES		539.00	
	<u>100-3100-7068-0000</u>		CONTRACTUAL SERVICES		285.00	
3588	STARLITE RECLAMATION ENVIRONMENTAL SEF	11/08/2019	Regular	0.00	579.66	103884
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>116841</u>	Invoice	11/08/2019	Removal of hazardous waste @ WWTP	0.00	579.66	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		234.54	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		345.12	
2405	THE COUNSELING TEAM	11/08/2019	Regular	0.00	300.00	103885
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>73531</u>	Invoice	11/07/2019	HIRING COSTS	0.00	300.00	✓
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		300.00	
2407	THE GAS COMPANY	11/08/2019	Regular	0.00	158.02	103886
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>05789544425 11/</u>	Invoice	11/07/2019	GAS UTILITY	0.00	158.02	
	<u>100-6000-7010-6045</u>		UTILITIES - COMMUNITY		158.02	
2430	TIME WARNER CABLE	11/08/2019	Regular	0.00	1,815.58	103887
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>0241971102519</u>	Invoice	11/07/2019	PHONE UTILITY	0.00	1,815.58	
	<u>100-1230-7015-6025</u>		TELEPHONE (CITY HALL)		1,815.58	
2435	TLMA ADMINISTRATION COUNTY OF RIV	11/08/2019	Regular	0.00	25,000.00	103888
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>TL0000014980</u>	Invoice	11/08/2019	SLURRY SEAL PROJECT WEST SIDE OF BEA	0.00	25,000.00	
	<u>500-0000-8990-0000</u>		CAPITAL OUTLAY		25,000.00	
3265	TOWNSEND PUBLIC AFFAIRS, INC	11/08/2019	Regular	0.00	4,000.00	103889
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>15321</u>	Invoice	11/07/2019	STATE & FEDERAL LOBBYIST	0.00	4,000.00	
	<u>100-1200-7068-0000</u>		CONTRACTUAL SERVICES		4,000.00	
2472	UPS	11/08/2019	Regular	0.00	5.24	103890
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>000087R790439</u>	Invoice	11/07/2019	DEPT SUPPLIES	0.00	5.24	
	<u>100-1230-7070-0000</u>		SPECIAL DEPT SUPPLIES		5.24	
2484	VERIZON	11/08/2019	Regular	0.00	4,543.07	103891

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		
9840963651	Invoice	11/07/2019	PHONE UTILITY	0.00	4,336.96	
	<u>100-1230-7015-0000</u>	TELEPHONE	PHONE UTILITY		3,892.98	
	<u>750-7000-7015-0000</u>	TELEPHONE	PHONE UTILITY		443.98	
9840963653	Invoice	11/07/2019	IPADS 1550	0.00	76.02	
	<u>100-1230-7015-0000</u>	TELEPHONE	IPADS 1550		76.02	
9840963654	Invoice	11/07/2019	IPADS 3100	0.00	76.02	
	<u>100-1230-7015-0000</u>	TELEPHONE	IPADS 3100		76.02	
9840963655	Invoice	11/07/2019	IPADS 1550/6050	0.00	54.07	
	<u>100-1230-7015-0000</u>	TELEPHONE	IPADS - 1550/6050		54.07	
2490	VERIZON BUSINESS SERVICE	11/08/2019	Regular	0.00	1,562.78	103892 ✓
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
71271967	Invoice	11/07/2019	PHONE UTILITY	0.00	1,562.78	
	<u>100-1230-7015-6040</u>	TELEPHONE (POLICE DPT)	PHONE UTILITY		1,562.78	
3209	VPLS SOLUTIONS LLC	11/08/2019	Regular	0.00	5,937.54	103893
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6074	Invoice	11/07/2019	Nimble Storage Annual Support	0.00	5,937.54	✓
	<u>100-1230-7071-0000</u>	SOFTWARE	Nimble Storage Annual Support		5,937.54	
2539	WEST SWPPP SERVICES	11/08/2019	Regular	0.00	10,910.00	103894
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
19021	Invoice	11/08/2019	weedabatement Cherry Channel Oak Vall	0.00	10,910.00	
	<u>100-6050-7068-0000</u>	CONTRACTUAL SERVICES	weedabatement Cherry Channe		10,910.00	
3457	ZONAR SYSTEMS	11/08/2019	Regular	0.00	486.00	103895
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SI429267	Invoice	11/07/2019	Zonar- Electronic Data Inspection Collecti	0.00	486.00	
	<u>750-7100-7068-0000</u>	CONTRACTUAL SERVICES	ELECTRONIC DATA INSPECTION		51.16	
	<u>750-7400-7068-0000</u>	CONTRACTUAL EXPENSES	ELECTRONIC DATA INSPECTION		127.90	
	<u>750-7600-7068-0000</u>	CONTRACTUAL SERVICES	ELECTRONIC DATA INSPECTION		76.74	
	<u>750-7700-7068-0000</u>	CONTRACTUAL SERVICES	ELECTRONIC DATA INSPECTION		76.74	
	<u>750-7800-7068-0000</u>	CONTRACTUAL SERVICES	ELECTRONIC DATA INSPECTION		25.56	
	<u>750-7900-7068-0000</u>	CONTRACTUAL SERVICES	ELECTRONIC DATA INSPECTION		25.58	
	<u>750-8000-7068-0000</u>	CONTRACTUAL SERVICES	ELECTRONIC DATA INSPECTION		25.58	
	<u>750-8100-7068-0000</u>	CONTRACTUAL SERVICES	ELECTRONIC DATA INSPECTION		51.16	
	<u>750-8200-7068-0000</u>	CONTRACTUAL SERVICES	ELECTRONIC DATA INSPECTION		25.58	
3830	INLAND SOUND	11/08/2019	Regular	0.00	400.00	103896
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1	Invoice	11/08/2019	VETERANS DAY ENTERTAINMENT	0.00	400.00	
	<u>100-1200-7068-0000</u>	CONTRACTUAL SERVICES	VETERANS DAY ENTERTAINMEN		400.00	
1027	AFFANT COMMUNICATION	11/04/2019	Bank Draft	0.00	548.00	DFT0001687
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
104885	Invoice	11/07/2019	SHORETEL SYSTEM MONTHLY SERVICE	0.00	548.00	
	<u>100-1230-7015-0000</u>	TELEPHONE	SHORETEL SYSTEM MONTHLY SE		548.00	
3824	GATEWAY	11/04/2019	Bank Draft	0.00	25.00	DFT0001697

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		
<u>OCT 2019 SRVC</u>	Invoice	11/04/2019	MONTHLY SERVICE FEE	0.00	25.00	
	<u>100-1225-7052-0000</u>	CREDIT CARD FEES	MONTHLY SERVICE FEE		25.00	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	122	55	0.00	484,885.05
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	2	2	0.00	573.00
EFT's	0	0	0.00	0.00
	124	59	0.00	485,458.05

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	122	55	0.00	484,885.05
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	2	2	0.00	573.00
EFT's	0	0	0.00	0.00
	124	59	0.00	485,458.05

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	11/2019	485,458.05
			485,458.05



WARRANTS TO BE RATIFIED

Thursday, November 14, 2019

<p>Printed Checks 103897-103930 A/P Total</p>	<p>\$ 145,074.53 FY 19/20 <u>\$ 145,074.53</u></p>
---	--

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2019 - JUNE 30, 2020

SIGNATURE: *David Smith*
 TITLE: CITY TREASURER

SIGNATURE: *[Signature]*
 TITLE: ADMINISTRATIVE SERVICES DIRECTOR



Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1050	AMAZON CAPITAL SERVICES	11/14/2019	Regular	0.00	48.52	103897
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>17CP-T9C6-9Y1V</u>	Invoice	11/14/2019	OFFICE SUPPLIES	0.00	48.52	
	<u>100-1225-7025-0000</u>		OFFICE SUPPLIES		48.52	
3831	ANIMAL PEST MANAGEMENT SERVICES, INC	11/14/2019	Regular	0.00	525.00	103898
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>597260</u>	Invoice	11/14/2019	BUILDING MAINTENANCE	0.00	525.00	✓
	<u>100-6000-7085-6029</u>		BLDG MAINT - CITY HALL		525.00	
1093	ASHLEY STARR	11/14/2019	Regular	0.00	193.55	103899
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>11/11/19</u>	Invoice	11/14/2019	SUPPLIES FOR VETERAN'S DAY EVENT	0.00	193.55	
	<u>100-1200-7070-0000</u>		SPECIAL DEPT SUPPLIES		193.55	
1147	BEAUMONT CHERRY VALLEY WATER DIST.	11/14/2019	Regular	0.00	2,903.04	103900
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>005009-052 11/1</u>	Invoice	11/14/2019	WATER UTILITY	0.00	1,813.33	
	<u>100-6050-7010-1601</u>		UTILITIES IA 1601		1,813.33	
<u>005009-053 11/1</u>	Invoice	11/14/2019	WATER UTILITY	0.00	1,089.71	
	<u>100-6050-7010-1601</u>		UTILITIES IA 1601		1,089.71	
1522	FOX OCCUPATIONAL	11/14/2019	Regular	0.00	650.00	103901
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>112824</u>	Invoice	11/14/2019	EMPLOYEE MEDICAL SERVICES	0.00	650.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		350.00	
	<u>750-7000-6019-0000</u>		FIRST AID		260.00	
	<u>750-7300-6019-0000</u>		FIRST AID		40.00	
1533	FRONTIER COMMUNICATIONS	11/14/2019	Regular	0.00	133.07	103902
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>951-769-6032-08</u>	Invoice	11/14/2019	PHONE UTILITY	0.00	68.76	
	<u>100-1230-7015-5400</u>		TELEPHONE - SPORTS PAR		68.76	
<u>951-769-8533-09</u>	Invoice	11/14/2019	PHONE UTILITY	0.00	64.31	
	<u>750-7300-7015-0000</u>		TELEPHONE		64.31	
3795	GV CONSTRUCTION, INC	11/14/2019	Regular	0.00	30,615.87	103903
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1006</u>	Invoice	11/14/2019	CONSTRUCTION RENOVATION - COUNCIL	0.00	30,615.87	
	<u>500-0000-8990-0000</u>		CAPITAL OUTLAY		30,615.87	
1610	HDL COREN & CONE	11/14/2019	Regular	0.00	106.32	103904

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		
0027178-IN	Invoice	11/14/2019	AUDIT SERVICES - PROPERTY TAX	0.00	106.32	
	<u>100-1200-7068-0000</u>		CONTRACTUAL SERVICES		106.32	
3832	HECTOR PEREZ	11/14/2019	Regular	0.00	41.00	103905
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07-073618-03	Invoice	11/14/2019	REIMBURSE CREDIT ON UTILITY ACCOUNT	0.00	41.00	✓
	<u>100-0000-1400-0000</u>		A/R - UTILITIES		41.00	
2589	IDC CONSULTING ENGINEERS, INC	11/14/2019	Regular	0.00	2,004.00	103906
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
215-19-10-01	Invoice	11/14/2019	CONSULTING SERVICES	0.00	2,004.00	✓
	<u>100-1350-7068-0000</u>		CONTRACTUAL SERVICES		2,004.00	
3833	ISAAC ESCARSEGA	11/14/2019	Regular	0.00	100.00	103907
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1910B-1464	Invoice	11/14/2019	RELEASE FUNDS HELD FOR SAFEKEEPING	0.00	100.00	
	<u>860-0000-2300-0000</u>		DEFERRED REVENUE		100.00	
1805	KONICA MINOLTA BUSINESS SOLUTIONS	11/14/2019	Regular	0.00	1,327.40	103908 ✓
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9006202787	Invoice	11/14/2019	EQUIPMENT RENTAL	0.00	232.81	
	<u>100-1230-7090-6041</u>		EQUIP SUPPLIES/MAINT (		232.81	
9006203352	Invoice	11/14/2019	EQUIPMENT RENTAL	0.00	1,094.59	
	<u>100-1230-7090-6025</u>		EQUIP SUPPLIES/MAINT (		591.70	
	<u>100-1230-7090-6040</u>		EQUIP SUPPLIES/MAINT (		203.41	
	<u>100-1230-7090-6045</u>		EQUIP SUPPLIES/MAINT (		120.39	
	<u>750-7000-7090-0000</u>		EQUIPMENT SUPPLIES/M		179.09	
1806	KONICA MINOLTA PREMIER FINANCE	11/14/2019	Regular	0.00	600.17	103909
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
398757435	Invoice	11/14/2019	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	
1806	KONICA MINOLTA PREMIER FINANCE	11/14/2019	Regular	0.00	123.92	103910
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
34202609	Invoice	11/14/2019	EQUIPMENT SUPPLIES AND MAINTENANC	0.00	123.92	
	<u>100-1230-7075-6026</u>		EQUIPMENT LEASING/RE		49.57	
	<u>700-4050-7075-0000</u>		EQUIPMENT LEASING/RE		74.35	
1844	LEAGUE OF CALIFORNIA CITIES	11/14/2019	Regular	0.00	30.00	103911
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
11/18/19	Invoice	11/14/2019	DIVISION MEETING - SANTOS	0.00	30.00	✓
	<u>100-1050-7035-0000</u>		LOCAL MEETINGS		30.00	
1842	LEAGUE OF CALIFORNIA CITIES	11/14/2019	Regular	0.00	80.00	103912
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2375	Invoice	11/14/2019	RIVERSIDE COUNTY DIVISION MEETING 0	0.00	80.00	
	<u>100-1050-7066-0000</u>		TRAVEL, EDUCATION, TRA		80.00	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1853	LEWIS BRISBOIS BISGAARD & SMITH LLP	11/14/2019	Regular	0.00	319.95	103913
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>2468858</u>	Invoice	11/14/2019	LEGAL SERVICES	0.00	180.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		180.00	
<u>2468859</u>	Invoice	11/14/2019	LEGAL SERVICES	0.00	139.95	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		139.95	
1895	M BREY ELECTRIC INC	11/14/2019	Regular	0.00	2,605.22	103914
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>5373</u>	Invoice	11/14/2019	ELECTRICAL SERVICES FOR WASTE WATER	0.00	998.72	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		998.72	
<u>5397</u>	Invoice	11/14/2019	ELECTRICAL SERVICES FOR WASTE WATER	0.00	1,606.50	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		1,606.50	
3024	MUNICIPAL CODE CORPORATION	11/14/2019	Regular	0.00	950.00	103915
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>00335188</u>	Invoice	11/14/2019	PROFESSIONAL SERVICES	0.00	950.00	
	<u>100-1150-7068-0000</u>		CONTRACTUAL SERVICES		950.00	
2026	PACIFIC ALARM SERVICE	11/14/2019	Regular	0.00	841.00	103916
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>P 101528</u>	Invoice	11/14/2019	SECURITY SERVICES	0.00	129.00	
	<u>100-6000-7087-6045</u>		SECURITY - COMMUNITY		129.00	
<u>R 148616</u>	Invoice	11/14/2019	SECURITY SERVICES	0.00	169.50	
	<u>100-6000-7087-6045</u>		SECURITY - COMMUNITY		169.50	
<u>R 149350</u>	Invoice	11/14/2019	SECURITY SERVICES	0.00	169.50	
	<u>100-6000-7087-6045</u>		SECURITY - COMMUNITY		169.50	
<u>R 150011</u>	Invoice	11/14/2019	SECURITY SERVICES	0.00	186.50	
	<u>100-6000-7087-6045</u>		SECURITY - COMMUNITY		186.50	
<u>R 150813</u>	Invoice	11/14/2019	SECURITY SERVICES	0.00	186.50	
	<u>100-6000-7087-6045</u>		SECURITY - COMMUNITY		186.50	
2640	RAIMI + ASSOCIATES	11/14/2019	Regular	0.00	44,144.67	103917
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>19-3413</u>	Invoice	11/14/2019	PROFESSIONAL SERVICES JUNE 2019 - SEP	0.00	44,144.67	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		44,144.67	
2652	ROBERT MANUEL	11/14/2019	Regular	0.00	400.00	103918
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>04-018801-02 11</u>	Invoice	11/14/2019	REIMBURSE HIGH CREDIT ON ACCOUNT	0.00	400.00	
	<u>100-0000-1400-0000</u>		A/R - UTILITIES		400.00	
3716	SCCI, INC	11/14/2019	Regular	0.00	250.00	103919
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>175015</u>	Invoice	11/14/2019	EMPLOYEE TRAINING	0.00	250.00	
	<u>700-4050-7066-0000</u>		TRAVEL, EDUCATION, TRA		250.00	
2267	SGP DESIGN AND PRINT	11/14/2019	Regular	0.00	313.60	103920

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		
11467	Invoice	11/14/2019	OFFICE SUPPLIES	0.00	313.60	
	750-7400-7025-0000		OFFICE SUPPLIES		13.70	
	750-7600-7025-0000		OFFICE SUPPLIES		4.17	
	750-7700-7025-0000		OFFICE SUPPLIES		32.70	
	750-7800-7025-0000		OFFICE SUPPLIES		66.88	
	750-7900-7025-0000		OFFICE SUPPLIES		52.85	
	750-8000-7025-0000		OFFICE SUPPLIES		14.46	
	750-8100-7025-0000		OFFICE SUPPLIES		99.00	
	750-8200-7025-0000		OFFICE SUPPLIES		29.84	
3498	SKM ENGINEERING LLC	11/14/2019	Regular	0.00	3,080.12	103921
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
18243	Invoice	11/14/2019	SCADA SERVICES	0.00	3,080.12	
	700-4050-7068-0000		CONTRACTUAL SERVICES		3,080.12	
2311	SOUTHERN CALIFORNIA EDISON	11/14/2019	Regular	0.00	25,094.78	103922
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
11/14/19	Invoice	11/14/2019	ELECTRIC UTILITY	0.00	25,094.78	
	100-3250-7010-0000		UTILITIES		11,090.50	
	100-3250-7010-003X		UTILITIES (IA 3)		2,574.27	
	100-3250-7010-006B		UTILITIES (IA 6B)		2,150.75	
	100-3250-7010-007A		UTILITIES (IA 7A)		10.58	
	100-3250-7010-007B		UTILITIES (IA 7B)		74.61	
	100-3250-7010-008A		UTILITIES (IA 8A)		386.97	
	100-3250-7010-008C		UTILITIES (IA 8C)		614.18	
	100-3250-7010-011A		UTILITIES (IA 11A)		171.45	
	100-3250-7010-014B		UTILITIES (IA 14B)		34.32	
	100-3250-7010-014X		UTILITIES (IA 14)		1,427.76	
	100-3250-7010-018X		UTILITIES (IA 18)		129.66	
	100-3250-7010-019C		UTILITIES (IA 19C)		2,735.53	
	100-3250-7010-06A1		UTILITIES (IA 6A1)		615.17	
	100-6000-7010-6045		UTILITIES - COMMUNITY		2,905.48	
	100-6050-7010-0000		UTILITIES		142.24	
	100-6050-7010-06A1		UTILITIES IA 6A1		31.31	
3611	STEPHANIE PENA	11/14/2019	Regular	0.00	40.00	103923
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT 895603 CHE	Invoice	11/14/2019	DEPOSIT REFUND	0.00	40.00	
	100-0000-4590-0000		BUILDING RENTAL		40.00	
2407	THE GAS COMPANY	11/14/2019	Regular	0.00	467.05	103924
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
09712228007 12/	Invoice	11/14/2019	GAS UTILITY	0.00	264.10	
	100-6000-7010-6025		UTILITIES - CITY HALL		264.10	
10552227000 12/	Invoice	11/14/2019	GAS UTILITY	0.00	40.08	
	100-6000-7010-6040		UTILITIES - POLICE DEPT		40.08	
10552230004 11/	Invoice	11/14/2019	GAS UTILITY	0.00	33.15	
	750-7300-7010-0000		UTILITIES		33.15	
13912227587 12/	Invoice	11/14/2019	GAS UTILITY	0.00	24.44	
	750-7000-7010-0000		UTILITIES		24.44	
15382227021 12/	Invoice	11/14/2019	GAS UTILITY	0.00	66.62	
	750-7000-7010-0000		UTILITIES		66.62	
19782338008 12/	Invoice	11/14/2019	GAS UTILITY	0.00	38.66	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-6000-7010-6055</u>	UTILITIES - FIRE STATION	GAS UTILITY		38.66	
2457	TYLER WORKS - TECHNOLOGIES	11/14/2019	Regular	0.00	50.00	103925
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>025-276043</u>	Invoice	11/14/2019	SOFTWARE	0.00	50.00	
	<u>100-1230-7071-0000</u>		SOFTWARE		50.00	
2484	VERIZON	11/14/2019	Regular	0.00	801.55	103926
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>9840770917</u>	Invoice	11/14/2019	PD AIR CARDS	0.00	3.34	✓
	<u>100-1230-7015-0000</u>		TELEPHONE		3.34	
<u>9840963652</u>	Invoice	11/14/2019	PHONE UTILITY	0.00	798.21	✓
	<u>750-7200-7015-0000</u>		TELEPHONE		798.21	
2515	VIVINT SOLAR DEVELOPMENT, LLC	11/14/2019	Regular	0.00	218.33	103927
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>BLDR2018-3883</u>	Invoice	11/14/2019	80% REFUND OF PERMIT FEE DUE TO CAN	0.00	218.33	✓
	<u>100-0000-4310-0000</u>		BUILDING PERMITS AND I		218.33	
			80% REFUND OF PERMIT FEE D			
3422	WAXIE SANITARY SUPPLY	11/14/2019	Regular	0.00	209.66	103928
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>78655762</u>	Invoice	11/14/2019	BUILDING SUPPLIES	0.00	209.66	✓
	<u>700-4050-7085-0000</u>		BUILDING SUPPLIES/MAI		209.66	
			BUILDING SUPPLIES			
2540	WESTERN RIVERSIDE COUNTY REGIONAL CONS	11/14/2019	Regular	0.00	23,848.00	103929
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>OCT 2019</u>	Invoice	11/14/2019	OCTOBER MSHCP FEES	0.00	23,848.00	✓
	<u>570-0000-2005-0000</u>		DUE TO WRCRA (MSHCP		23,848.00	
			OCTOBER MSHCP FEES			
3243	WILLIAM LYON HOMES, INC	11/14/2019	Regular	0.00	1,958.74	103930
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>11/06/19</u>	Invoice	11/14/2019	REFUNDING FOR PAYMENTS MADE ON W	0.00	1,958.74	
	<u>100-0000-1400-0000</u>		A/R - UTILITIES		1,958.74	
			REFUNDING FOR PAYMENTS MA			

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	49	34	0.00	145,074.53
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	49	34	0.00	145,074.53

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	49	34	0.00	145,074.53
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	49	34	0.00	145,074.53

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	11/2019	145,074.53
			145,074.53



MINUTES
City Council Meeting
Tuesday, November 19, 2019
Council Chambers
550 E 6th St. Beaumont, Ca
Closed Session: 5:00 PM
Regular Session: 6:00 PM

CLOSED SESSION

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 5:04 p.m.

Present: Mayor Martinez, Mayor Pro Tem Santos, Council Member Carroll, and Council Member Lara

Council Member White was present at 5:30.

1. Public Comments Regarding Closed Session

No speakers.

2. Conference with Legal Counsel Regarding Potential Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4): One Case Involving Potential Litigation to Challenge Assembly Bill 68

No reportable action.

3. Conference with Legal Counsel Regarding Pending Litigation Pursuant to Government Code Section 54956.9(d)(1): One Case - Angela Santa Cruz, Individually and as Guardian Ad Litem for M.L.V., a Minor v. City of Beaumont et. al., USDC Case No. 2:18-CV-08427

Motion by Council Member Lara, Second by Council Member Carroll, to enter into a settlement agreement. Approved by a unanimous vote.

4. 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:
Police Management
Managers/Professional/Technical as Individuals

No reportable action.

Adjourn to Closed Session

REGULAR SESSION

CALL TO ORDER at 6:31 p.m.

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

Report out from Closed Session: *see above*

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

Action on any requests for excused absence: **None**

Pledge of Allegiance

Approval/Adjustments to Agenda: **None**

Conflict of Interest Disclosure: **None**

ANNOUNCEMENTS/RECOGNITIONS/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.

Public Comment opened at 6:33 p.m.

A. Eventov - *Introduced himself as the new Public Affairs Manager for Southern California Gas Co.*

Public Comment closed at 6:33 p.m.

CONSENT CALENDAR

Items on the consent calendar are taken as one action item unless an item is pulled for further discussion here or at the end of action items.

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

1. Approval of Minutes

2. Ratification of Warrants
3. Second Reading and Adoption of an Ordinance for a Pavement Moratorium on Newly Surfaced Streets
4. Final Approval of Tract Map No. 37427 for Pardee Homes Located within the Sundance Development
5. Authorize the Purchase of a Ford Fusion Energi Plug-In Hybrid for Solid Waste & Recycling with Fairview Ford in the Amount Not to Exceed \$33,000
6. Request for Destruction of Retention Met Records
7. September Financial Reports

**Moved by Council Member Lara
Seconded by Council Member White
To approve the Consent Calendar**

Ayes: Lara, Martinez, Carroll, White, and Santos
Approved by a unanimous vote. 5-0 on a recorded vote

PUBLIC HEARINGS

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

8. Continued Public Hearing and First Reading for Consideration of Proposed Amendment to Table 17.03-3 Permitted Uses in Base Zone District and Addition of Chapter 17.18 Regarding Wireless Telecommunications Facilities

Public Hearing opened and closed at 6:38 p.m.

**Moved by Council Member White
Seconded by Council Member Carroll**

To waive the first full reading and approve by title only, "An Ordinance of the City of Beaumont Approving an Amendment and Addition to the City of Beaumont Municipal Code Pertaining to the Regulation of Wireless Telecommunication Facilities: Amending Table 17.03-3 'Permitted Uses for Base Zone Districts' and Adding Chapter 17.18 'Wireless Telecommunications Facilities,' of the Beaumont Municipal Code." With the additional changes presented during the

Council Meeting.

Ayes: Lara, Martinez, Carroll, White, and Santos
Approved by a unanimous vote.

9. Public Hearing and Consideration of Adoption of an Ordinance Extending Interim Ordinance No. 1111 for a Temporary Moratorium Prohibiting Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities (Including Recreational Vehicles), Truck Stops and Terminals, and Building Storage Yards for an Additional Ten Months and Fifteen Days

Public Comment opened at 6:42 p.m.
D. Castaldo - Asked for an exclusion to the Ordinance.
Public Comment closed at 6:55 p.m.

Moved by Council Member Lara
Seconded by Mayor Pro Tem Santos

To waive the full reading and adopt by title only, “Ten Month and Fifteen Day Extension of Ordinance No. 1111 Being an Interim Urgency Ordinance of The City of Beaumont, Enacting A Temporary Moratorium Prohibiting Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities (Including Recreational Vehicles), Automobile Parking Facilities, Truck Stops and Terminals and Building Storage Yards, Pursuant to Government Code Section 65858.”

Ayes: Lara, Martinez, Carroll, White, and Santos
Approved by a unanimous vote.

10. Public Hearing and Consideration of an Ordinance of the City Council of the City of Beaumont, California, Amending Section 8.12.240 of the Beaumont Municipal Code Regarding the Collection of Delinquent Solid Waste Handling Service Fees and Charges on The Tax Roll

John Pinkney recused himself on this item.

Public Hearing opened and closed at 6:59 p.m.

Moved by Council Member White

Seconded by Council Member Lara

To waive the full reading and approve the first reading by title only, "An Ordinance Amending Section 8.12.240 of the Beaumont Municipal Code Regarding the Collection of Delinquent Solid Waste Handling Service Fees and Charges On The Tax Roll."

Ayes: Lara, Martinez, Carroll, White, and Santos
Approved by a unanimous vote.

11. Public Hearing to Consider an Ordinance to Amend Chapter 15.20 of the Beaumont Municipal Code for the Adoption of the 2019 California Fire Code (California Code of Regulations Title 24, Part 9)

Public Hearing opened and closed at 7:03 p.m.

**Moved by Council Member Lara
Seconded by Mayor Martinez**

To waive the full reading and approve the first reading by title only, "An Ordinance of The City Council of The City of Beaumont, California, Approving the Adoption of the 2019 Edition of the California Building Standards Code, (California Code of Regulations Title 24), Part 9, 2019 California Fire Code with Amendments and Amending Chapter 15.20 'Fire Code,' of the Beaumont Municipal Code."

Ayes: Lara, Martinez, Carroll, White, and Santos
Approved by a unanimous vote.

12. Public Hearing to Consider an Ordinance Amending Chapter 15 of the Beaumont Municipal Code for the Adoption of the 2019 California Building Standards Code (California Code of Regulations Title 24)

Public Comment opened and closed at 7:07 p.m.

**Moved by Mayor Martinez
Seconded by Council Member Carroll**

Waive the full reading and approve the first reading by title

only "An Ordinance of The City Council of The City of Beaumont, California, Approving the Adoption of the 2019 Edition of the California Building Standards Code, (California Code of Regulations, Title 24), Parts 2, 2.5, 3, 4, 5, 6, 8, 10 and 11 with Amendments and Amending Portions of Chapter 15 'Buildings and Construction,' of the Beaumont Municipal Code."

Ayes: Lara, Martinez, Carroll, White, and Santos
Approved by a unanimous vote.

13. Public Hearing and First Reading of an Ordinance Repealing Chapter 13.20 of the Beaumont Municipal Code and Adopting by Reference in its Place Ordinance No. 8 of the Santa Ana Watershed Project Authority

Public Comment opened and closed at 7:11 p.m.

**Moved by Council Member White
Seconded by Mayor Pro Tem Santos**

To waive the full reading and approve the first reading by title only, "An Ordinance of the City Council of the City of Beaumont Repealing Chapter 13.20 of the Beaumont Municipal Code and Adopting by Reference in Its Place Ordinance No. 8 of the Santa Ana Watershed Project Authority Establishing Regulations for the Use of the Inland Empire Brine Line, Formerly Known as the Santa Ana Regional Interceptor."

Ayes: Lara, Martinez, Carroll, White, and Santos
Approved by a unanimous vote.

14. Public Hearing and Consider Approval of a Resolution Amending the City's FY19/20-FY23/24 Capital Improvement Plan (CIP)

Public Comment opened and closed at 7:16 p.m.

**Moved by Council Member Carroll
Seconded by Council Member Lara**

To waive the full reading and approve by title only,

"Resolution of the City of Beaumont Making Modification Amendment to the Five-Year Capital Improvement Plan for Fiscal Years 2019/2020 through 2023/2024 Pursuant to the Requirements of California Department of Transportation."

Ayes: Lara, Martinez, Carroll, White, and Santos
Approved by a unanimous vote.

15. Public Hearing to Award CDBG Funding Requests for 2020-2021 Program Year

Public Comment opened at 7:22 p.m.

S. Cortez De Pavon - Spoke on behalf of Life Lifters and described the program.

A. Williams - On behalf of the school district described the Life Lifters program.

M. Grisham - On behalf of the Boys and Girls Club presented the activities that were held during the past year from previous grant funds.

Public Comment closed at 7:31 p.m.

**Moved by Council Member Carroll
Seconded by Mayor Martinez**

To provide \$20,000 to each applicant and pull monies from the Rangel Park project and approve and authorize staff to submit a CDBG application for the Boys & Girls Club of the San Gorgonio Pass program request of \$20,000 subject to the conditions of the CDBG program provided by Riverside County EDA, and approve and authorize staff to submit a CDBG application for the Life Lifters program in the amount \$20,000 subject to the conditions of the CDBG program provided by Riverside County EDA.; and Approve and authorize staff to prepare and submit a CDBG application for the Rangel Park improvements. Additionally, give authority to the City Manager to reduce or increase the amount funded to the projects based on the amount of funding available to the City of Beaumont.

Ayes: Lara, Martinez, Carroll, White, and Santos
Approved by a unanimous vote. 5-0 on a recorded vote

ACTION ITEMS

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

16. City Sponsorship of the 2020 Beaumont Cherry Festival

**Moved by Mayor Martinez
Seconded by Council Member White**

**To approve a sponsorship of the 2020 Beaumont Cherry Festival and authorize payment in the amount of \$100,000 from Account No. 100-1550-7040-0000 (Recreation Programs), and
Approve a fee waiver of approximately \$25,000 in costs for police services.**

Ayes: Lara, Martinez, Carroll, White, and Santos
Approved by a unanimous vote.

17. Approval of Purchase and Sale Agreements by and between the City of Beaumont and MJC Investment Property I, LLC, for Certain Real Property Located on East Fourth Street, East of Beaumont Avenue

**Moved by Council Member White
Seconded by Council Member Lara**

To approve the purchase and sale agreements as presented.

Ayes: Lara, Martinez, Carroll, White, and Santos
Approved by a unanimous vote.

18. Award a Professional Services Agreement to Akel Engineering Group, Inc., for the Development of a Wastewater Master Plan in an Amount Not to Exceed \$324,086

**Moved by Council Member White
Seconded by Council Member Lara**

To award a Professional Services Agreement to Akel Engineering Group, Inc. for the Development of a Wastewater Master Plan in an amount not to exceed \$324,086.

Ayes: Lara, Martinez, Carroll, White, and Santos

Approved by a unanimous vote. 5-0 on a recorded vote

19. Approval of a Contract with Z&K Consultants, Inc., for Professional Engineering Services an Amount Not to Exceed \$50,000

**Moved by Council Member White
Seconded by Mayor Pro Tem Santos**

To approve of a contract with Z&K Consultants, Inc., for professional engineering services in an amount not to exceed \$50,000.

Ayes: Lara, Martinez, Carroll, White, and Santos
Approved by a unanimous vote.

20. City Council Approval of Change Order No. 11 for the Wastewater Treatment Plant Upgrade/Expansion in the Amount Not to Exceed \$81,128.29

**Moved by Mayor Martinez
Second by Council Member White**

Approval of Change Order No. 11 for the Wastewater Treatment Plant Upgrade/Expansion in the amount not to exceed \$81,128.29.

Ayes: Lara, Martinez, Carroll, White, and Santos
Approved by a unanimous vote.

21. Approval of City Attorney Invoices for the Month of October 2019

John Pinkney recused himself on this item.

**Moved by Martinez
Seconded by Lara**

Approve invoices in the amount of \$113,965.57.

Ayes: Lara, Martinez, Carroll, White, and Santos
Approved by a unanimous vote.

22. Legislative Updates and Discussion

Discussion and Potential Action to Initiate Litigation Challenging Assembly Bill 68 and Related Legislation Limiting the Ability to Regulate Accessory Dwellings was tabled to January 7, 2020.

COUNCIL REPORTS

- **Carroll** - *Attended the Veterans Day event.*
- **Lara** - *Attended the Veterans Day event.*
- **Martinez** - *Attended the Veterans Day event.*
- **Santos** - *Attended the Veterans Day event and the League Division Meeting*
- **White** - *Reported out from the RCTC meeting.*

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report out.

CITY TREASURER REPORT

Finance and Audit Committee Report out.

CITY CLERK REPORT

No report.

CITY ATTORNEY REPORT

No report.

CITY MANAGER REPORT

Gave an update to the Rangel Park project, and the recent Sunline public hearing.

FUTURE AGENDA ITEMS

- Future of Veterans Day Event

ADJOURNMENT

Adjournment of the City Council of the November 19, 2019 Meeting at 9:15 p.m.

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, December 3, 2019, at 5:00 p.m. or thereafter as noted on the posted Agenda for Closed Session items in the City Council Board Room No. 5, followed by the regular meeting at 6:00 p.m. or thereafter as noted on the posted Agenda at City Hall.

Beaumont City Hall – Online www.BeaumontCa.gov



Staff Report

TO: Mayor and City Council Members
 FROM: Christina Taylor, Community Development Director
 DATE: December 3, 2019
 SUBJECT: Second Reading and Adoption of an Amendment to Table 17.03-3 Permitted Uses in Base Zone District and Addition of Chapter 17.18 Regarding Wireless Telecommunications Facilities

Background and Analysis:

This ordinance was introduced for first reading at the November 5, 2019, City Council meeting. The City Council discussed the draft wireless ordinance and requested additional language in the document regarding the definition of a stealth facility and the underlying zoning height standards. Camouflaged facility was modified to read as "Stealth Facility" in Section 17.18.120. In Section 17.18 .190, staff included language stating the height of proposed facilities would be subject to the height requirements of the underlying zoning.

In addition, the City Council requested staff explore expanding the separation of wireless telecommunication towers from residential properties and structures to greater than 200 feet. Staff conducted a survey of surrounding cities on this topic and found surrounding jurisdictions utilize one of three methods which include a standard setback of 100 to 200 feet, the underlying zoning standards, or a calculation based on the height of the tower. The surrounding city separation/setback requirements are provided in the table below:

Jurisdiction	Requirement	Code Section
Banning	No standards for wireless telecommunication facilities	
Calimesa	Not within front or street side yard setback	18.25.060.C.2
Hemet	200' from residential zone	90-1619.(a)(7)
Highland	200' from residential zone	16.45.100.B.4.C
Menifee	200% of height to structure or 100% of height to property line	19.410.m
Murrieta	Not within front or side yard setback of underlying zone	16.44.170.B.2
Moreno Valley	Screened to minimize views from public	9.09.040.E.4.a.ii

	rights-of-way	
Palm Desert	300' from residential zone	25.34.130 F.2
Perris	Underlying zone	19.85.070(c)(1)f
Palm Springs	Not within any setback area of the underlying zone	93.23.08.C.1.c.i)
Redlands	100' from residential structure	18.178.090.E.1
San Jacinto	Underlying zone	17.430.E.3

The draft ordinance proposes a residential separation requirement in Section 17.18.200.A.1.d. The standard setback proposes a standard separation of 300 feet from a property line of a residential zone or a property containing a residential use. The proposed standard is consistent with the City of Palm Desert.

In addition, staff added a setback provision that requires that facilities shall be located a minimum of 50 feet from any public right-of-way, as shown in Section 17.18.190.A.1.d. Section 17.18.200.A.d changed the word “should” to “shall” and staff deleted the last sentence of 17.18.200.A.1.d as it was duplicative.

At the continued City Council public hearing on November 19, 2019, the City Council approved the first full reading. Upon adoption of the proposed Wireless Telecommunication Facilities Ordinance (Attachment A), it will be in effect 30 days thereafter.

CEQA:

The City has analyzed this proposed project and has determined that is exempt from the California Environmental Quality Act (CEQA) under section 15061(b)(3) of the CEQA guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The proposed ordinance in itself does not relate to any physical project and will not result in any physical change to the environment and does not affect the land use or density limitations of the General Plan. Therefore, it can be seen with certainty there is no possibility that this ordinance may have a significant adverse effect on the environment, and therefore, the adoption of this ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA guidelines.

Findings:

In order to approve a zoning text amendment, the Municipal Code Chapter 17.020.080 (I) requires the City Council make the following findings to be made:

1. The proposed zoning ordinance text amendment is consistent with the goals, policies, and objectives of the General Plan;
2. The proposed zoning ordinance text amendment will not adversely affect surrounding properties; and

3. The proposed zoning ordinance text amendment promotes public health, safety, and general welfare and serves the goals and purposes of this zoning ordinance.

All of these findings can be made in a positive manner.

Incorporated herein by Reference:

- City of Beaumont General Plan,
- City of Beaumont Zoning Ordinance,
- Project Site's Riverside Conservation Authority Multi-Species Habitat Conservation Plan Informational Map, and
- Contents of City of Beaumont Planning Department Project File.

Fiscal Impact:

Staff estimates that the research and preparation of staff reports regarding the proposed ordinance is approximately \$1,000.

Recommendation:

1. Waive the second full reading and adopt by title only, "An Ordinance of the City of Beaumont Approving an Amendment and Addition to the City of Beaumont Municipal Code Pertaining to the Regulation of Wireless Telecommunication Facilities: Amending Table 17.03-3 'Permitted Uses for Base Zone Districts' and Adding Chapter 17.18 'Wireless Telecommunications Facilities,' of the Beaumont Municipal Code."



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Ordinance - 17.18 Wireless](#)

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF BEAUMONT, CALIFORNIA
AMENDING TABLE 17.03-3 “PERMITTED USES FOR BASE ZONE DISTRICTS”
AND
ADDING CHAPTER 17.18 “WIRELESS TELECOMMUNICATIONS FACILITIES,” OF
THE BEAUMONT MUNICIPAL CODE**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT,
RIVERSIDE COUNTY, STATE OF CALIFORNIA AS FOLLOWS:

SECTION 1. CEQA. The City Council finds that the actions contemplated by this Ordinance are exempt from the California Environmental Quality Act (“CEQA”) pursuant to 15061(b)(3), CEQA review is not required because there is no possibility that this Ordinance may have a significant effect upon the environment and the proposed text amendments constitute a minor alteration in a land use limitation under CEQA Guidelines Section 15305, and such a land use limitation is a permissible exercise of the City’s zoning powers.

SECTION 2. Severability. The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the Ordinance enforced.

SECTION 3. Prosecution of Prior Ordinances. Neither the adoption of this Ordinance nor the repeal of any other ordinance of this City shall in any manner affect the prosecution of any violation of any City ordinance or provision of the City of Beaumont Municipal Code, committed prior to the effective date hereof, nor be construed as a waiver of any penalty or the penal provisions applicable to any violation thereof.

SECTION 4. The City Council hereby amends Title 17, Table 17.03-3, entitled “Permitted Uses for Base Zone Districts” to the Beaumont Municipal Code, to modify the portion of the table as it pertains communication facilities, as follows.

Table 17.03-3 Permitted Land Uses For Base Zone Districts									
	RC	PF	RR	RSF	RMF	CG	CC	M	CM
Cellular Communication Facilities	C	N	N	N	N	C	C	C	C
<u>Cellular-Wireless Telecommunication Facility – Stealth</u>	C	N	N	N	N	C	C	C	C
Cellular – Non-Stealth	N	N	N	N	N	C	C	C	C

SECTION 5. The City Council hereby amends Title 17, to add Chapter 17.18, entitled “Wireless Telecommunication Facilities” to the Beaumont Municipal Code, to read as specifically set forth in Exhibit “A”, which Exhibit is attached hereto and made a part hereof.

SECTION 6. Effective Date and Publication. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within 15 days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect 30 days after adoption in accordance with Government Code Section 36937.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Beaumont, California, approves an amendment to the City Code.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Beaumont, California, held on the 19th day of November 2019, by the following roll call vote:

AYES:
NOES
ABSENT
ABSTAIN

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Beaumont, California, held on the 3rd day of December 2019.

AYES:
NOES:
ABSENT:
ABSTAIN:

Julio Martinez, Mayor

Attest: _____
City Clerk

Approved as to form:

John O. Pinkney, City Attorney

Exhibit A

WIRELESS TELECOMMUNICATION FACILITIES ORDINANCE

- Section 17.18.110. Purpose and authority
- Section 17.18.120. Definitions
- Section 17.18.130. Applicability
- Section 17.18.140. Exempt facilities
- Section 17.18.150. Nonconforming facilities
- Section 17.18.160. Distances
- Section 17.18.170. Processing procedures
- Section 17.18.180. Application requirements
- Section 17.18.190. General development standards and guidelines for wireless facilities
- Section 17.18.200. Additional development standards for wireless facilities
- Section 17.18.210. Public property facilities
- Section 17.18.220. Review, modification, and revocation of permits
- Section 17.18.230. Removal of facilities
- Section 17.18.240. Severability

17.18.110 Purpose and intent.

- A. Purpose. The purpose of this chapter is to regulate the location and design of wireless telecommunication facilities.
- B. Intent. The intent of this chapter is to facilitate the orderly development and deployment of wireless telecommunication facilities in a manner that promotes the public health, safety, and welfare of the city's residents and is consistent with the goals and policies of the City of Beaumont's General Plan. It is furthermore intended that, the protection of property values and the enhancement of the city's aesthetic appearance be achieved by maintaining the architectural and structural integrity of wireless telecommunication facilities and the protection of views from obtrusive and unsightly accessory structures. It is further the intent of this chapter to create reasonable regulations in conformance with the provisions of the Telecommunications Act of 1996 and other applicable federal law while ensuring access to telecommunication services and promoting fair competition among telecommunication service providers. Additionally, the intent includes establishing regulations that do not preclude antennas from receiving a signal of acceptable quality or unreasonably delay, prevent, or increase the cost of installation, maintenance, or use of such antennas.
- C. The city has found and determined that the regulations established in this chapter are necessary to attain the purpose and intent as stated. These regulations shall supersede any applicable provisions of the Beaumont Municipal Code pertaining to such wireless telecommunication facilities, including antennas, support structures, and accessory structures.

17.18.120 Definitions.

For the purposes of this article, and where not otherwise inconsistent with the context of a particular section, the following words, terms, phrases, abbreviations, and derivations shall have the meanings given herein. The word "shall" is always mandatory and not merely directory. If a definition is not listed in this section, Section 17.14.030 of the Beaumont Municipal Code shall be referenced.

Antenna means a device or system of wires, poles, rods, dishes, disc or similar devices used for the transmission and/or receipt of electromagnetic waves.

Antenna structure means an antenna, any structure designed specifically to support an antenna, and/or any appurtenances mounted on such structure or antenna.

Cell means the coverage area through which wireless receiving and transmitting equipment from a particular cell site successfully propagates.

CEQA means the California Environmental Quality Act, Section 21000 et seq. of the Public Resources Code of the State of California.

City refers the City of Beaumont, California.

Colocated or *colocation* means the location of multiple antennas which are either owned or operated by more than one service provider at a single location and mounted to a common supporting structure, wall, or building.

Commercial mobile service means any mobile service that (1) is offered in return for monetary compensation, (2) is available to the public or a substantial portion of the public, and (3) provides subscribers with the ability to access or receive communication from the public switched telephone network. Commercial mobile service includes, but is not limited to, paging service, wireless data transmission, cellular telephone service, specialized mobile radio service (SMR), and personal communications services (PCS).

Fixed wireless service means any service providing radio communication to or from antenna structures at fixed and specified locations which are not designed to be moved during operation and which offers the ability to access or receive communication from the public switched telephone network.

Ground mounted means a wireless telecommunication facility that is mounted to a monopole or other freestanding structure that is specifically constructed for the purpose of supporting an antenna.

Lattice tower means a tower-like structure used to support antennas and comprised of up to two or more steel support legs.

Microwave communication means the transmission or reception of radio communication at frequencies of a microwave signal (generally, in the 2GHz to 300GHz frequency spectrum).

Mobile service means any temporary service providing radio communication to or from at least one antenna that is designed to be moved during operation or used during halts at unspecified locations; or as otherwise defined in 47 USCS Section 153 and interpreted by the Code of Federal Regulations and the Federal Register.

Monopole means a structure composed of a single spire, pole, or tower used to support antennas or related equipment.

Mounted means any manner of attachment, support, or connection, whether on the ground or on a structure.

Multipoint distribution service means a microwave communications service that delivers video programming directly to subscribers, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, or as otherwise defined by Section 207 of the Telecommunications Act of 1996, Section 1.4000 of Title 47 of the Code of Federal Regulations and any interpretive decisions thereof issued by the Federal Communications Commission.

Radio communication means the transmission and/or reception of impulses, writing, signs, signal, pictures, and sounds of all kinds through space by means of electromagnetic waves.

Roof mounted means a facility that is mounted on any structure that is not specifically constructed for the purpose of supporting antennas, does not meet the definition of a ground, wall, or utility mounted facility, and is typically mounted on the roof of a building.

Satellite antenna means a device used to transmit and/or receive radio or electromagnetic waves between terrestrially and orbitally-based uses. This definition is meant to include, but not limited to, what are commonly referred to as satellite earth stations, TVROs (Satellite Television Receiving Antenna), and satellite microwave antennas.

Stealth facility means any wireless telecommunication facility which is designed to blend into the surrounding land, typically one that is architecturally integrated into a building or other concealing structure, also known as a disguised or stealth facility.

Structure is as defined in section 17.14.030.

Surplus space or *surplus capacity* means that portion of usable space on a utility pole or other telecommunication facility which has the necessary clearance from other users, as required by the orders and regulations of the California Public Utilities Commission to allow its use by a telecommunication carrier.

Telecommunication means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Utility mounted means a facility that is mounted to an existing above-ground structure that is specifically designed and originally installed to support electrical power lines, cable television lines, street lighting, traffic signal equipment, park lighting or a structure on public or private property deemed by the city to be similar in nature.

Wall mounted means a facility that is mounted on any vertical surface or nearly vertical surface of a building or other existing structure that is not specifically constructed for the purpose of supporting an antenna: the exterior walls of a building, an existing parapet, the side of a water tank, the face of a church steeple, or the side of a freestanding sign such that the highest point of the antenna is at an elevation equal to or lower than the highest point of the surface on which it is mounted.

Wireless telecommunication carrier, wireless carrier, or carrier means 1) any owner, by way of fee ownership, lease, or management agreement of any wireless telecommunication system or wireless telecommunication facilities, or 2) the direct or indirect provider of wireless telecommunication services whether the wireless telecommunication service is offered by the owner of the wireless telecommunication system, an affiliate, or related entity, by way of ownership, lease, control, or operation of a wireless telecommunication system. A person shall be deemed a wireless telecommunication carrier, even if it does not directly provide wireless telecommunication services, if it rents or leases a wireless telecommunication system and/or wireless telecommunication facilities to another person which provides wireless telecommunication services.

Wireless telecommunication accessory equipment, wireless accessory equipment, accessory equipment, or equipment means any equipment installed, mounted, operated, or maintained in close proximity to an antenna structure or to receive, transmit, or store signals or information received by or sent from an antenna. For the purposes of this chapter, facilities are categorized by the manner in which antennas are mounted and not by the placement of accessory equipment. It is presumed that all facilities shall include accessory equipment, which shall not affect how the facility is mounted.

Wireless telecommunication facility, wireless facility, or facility means an antenna structure and any accessory structure or accessory equipment that is used in connection with the provision of wireless telecommunication service.

Wireless telecommunication service, wireless service, or service means any type of service providing radio communications that satisfies the definition of commercial mobile service, fixed wireless service, wireless video service, wireless cellular service, or wireless voice service.

Wireless video service means any service providing radio communication which delivers video programming.

17.18.130 Applicability.

Subject to the exemptions established in section 17.18.140 and 17.18.210, wireless telecommunication facilities shall comply with the provisions of this chapter as follows:

- A. All wireless telecommunication facilities which are erected, located, or modified within the city on or following the effective date of this section shall comply with the provisions of this chapter.
- B. All wireless telecommunication facilities for which a conditional use permit application was determined by the city to be complete prior to the effective date of this section but did not receive approval of the conditional use permit prior to the effective date of this ordinance shall comply with the provisions of this chapter.
- C. All wireless telecommunication facilities for which a conditional use permit, building permits and any extension thereof have expired shall comply with the provisions of this chapter.

17.18.140. Exempt facilities.

- A. The following uses shall be exempt from the provisions of this chapter until such time as federal regulations are repealed or amended to eliminate the necessity of the exemption:
 - 1. Any antenna structure that is one meter (39.37 inches) or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, as defined by Section 207 of the Telecommunications Act of 1996, Title 47 of the Code of Federal Regulations, and any interpretive decisions thereof issued by the Federal Communications Commission.
 - 2. Any antenna structure that is two meters (78.74 inches) or less in diameter located in a commercial or industrial zone and is designed to transmit or receive radio communication by satellite antenna.
 - 3. Any antenna structure that is one meter (39.37 inches) or less in diameter or diagonal measurement and is designed to receive multipoint distribution service, provided that no part of the antenna structure extends more than 12 feet above the principal building on the same lot.
- B. The following uses shall be exempt from the provisions of this chapter, so long as the antenna structure complies with all other zoning requirements:
 - 1. Any antenna structure that is designed and used solely to receive UHF, VHF, AM, and FM broadcast signals from licensed radio and television stations.
 - 2. Any antenna structure that is designed and used solely in connection with authorized operations of an amateur radio station licensed by the FCC (i.e., a "HAM" radio transmission).

17.18.150. Nonconforming facilities.

- A. All wireless telecommunication facilities for which a request for final approval or equivalent certificate was completed by the city prior to the effective date of this article shall be subject to Chapter 17.08 of the Beaumont Municipal Code

regarding non-conformities and any additions and/or modifications to the facility or its use shall comply with the provisions of this chapter.

- B. All wireless telecommunication facilities for which a conditional use permit was approved by the city prior to the effective date of this chapter and a request for final approval or equivalent certificate has been completed by the city within 90 days of the effective date of this article shall be subject to Chapter 17.08 of the Beaumont Municipal Code regarding non-conformities and any additions and/or modifications to the facility or its use shall be subject to the provisions of this chapter.
- C. All wireless telecommunication facilities constructed or erected prior to the effective date of this chapter that are in violation of applicable laws, ordinances, or other regulations shall be considered an illegal nonconforming facility and shall be subject to abatement as a nonconforming use pursuant to Chapter 17.18 of the Beaumont Municipal Code.

17.18.160. Distances

- A. For the purposes of this chapter, all distances shall be measured in a straight line without regard to intervening structures, from the nearest point of the proposed wireless telecommunication facility to the relevant property line at a point five feet above the ground.

17.18.170. Processing procedures.

- A. All stealth and non-stealth facilities shall be permitted in the applicable zone subject to the following table:

Zone	Stealth Facility	Non-Stealth Facility
RC, CG, CC, M, CM, 6 th St, BAO & UVO	CUP	Not permitted
PF, RR, RSF & RMF	Not permitted	Not permitted

- B. All conditional use permits required for stealth facilities shall be subject to the city's design review committee. No application for a wireless telecommunication facility shall be considered by the planning commission prior to receiving the development review committee's recommendation.

17.18.180. Application requirements.

- A. Each applicant applying for a conditional use permit to construct, locate, mount, operate, and maintain a telecommunication facility shall submit a completed conditional use permit application per the requirements of section 17.02.100 of the Beaumont Municipal Code.
- B. In addition to the requirements of section 17.02.100 for submittal of a conditional use permit application, each submittal to construct, locate, mount, operate, and maintain a wireless telecommunication facility shall provide, as part of the application submittal, supplemental information as required in this section and

determined by the community development director to be necessary to provide sufficient information to meet the intent of this chapter.

- C. Each application shall contain an accurately dimensioned site plan that shows
 - 1. The location of the entire facility, including antenna structure, accessory structures and support equipment;
 - 2. The location of all guy-wires;
 - 3. The location of all above and below ground wiring and connection cables;
 - 4. The location of existing and proposed easements on the property affecting any part of the facility;
 - 5. The location, size and type of existing and proposed landscaping; and
 - 6. The distance between the antenna structure and any existing or proposed accessory structures and supporting equipment.

- D. Each application shall provide accurately dimensioned elevations that show
 - 1. Each side of the entire facility, including antenna structure, accessory structures and support equipment, with dimensions identified;
 - 2. The height of any existing and proposed structure(s) and support equipment; and
 - 3. The height of any panels, microwave dishes, or antennas.

- E. Each application shall contain a letter of justification accompanied by written documentation that explains the applicant's efforts to locate the facility in accordance with the screening and site selection criteria contained in sections 17.18.190 and 17.18.200.

- F. Each application shall contain a narrative, photographs, and a map that discloses the exact location and illustrates the type and construction of any and all existing facilities that are owned, operated or used by the applicant within the city, or within one mile of its borders, as well as any proposed or planned sites within said boundary that may reasonably be known to the applicant at the time the application is made.

- G. Each application shall contain a narrative and appropriate map that disclose the purpose of the facility and the service to be provided, the geographic area(s) within the city that will be serviced by the proposed facility, and the geographic area(s) bordering the city, if any, that will be serviced by the proposed facility.

- H. Each application shall contain a radio-frequency (RF) report prepared by a qualified RF engineer to demonstrate that the proposed facility, as well as any colocated facilities, complies with current Federal RF emission standards. This RF report shall also include signal strength exhibits, including calculations and measurements under maximum loading conditions.
- I. Each application shall contain computerized visual assessments or other exhibits equivalent in form and manner acceptable to the planning director showing the before and after visual appearances of the proposed facility.
- J. Each application shall contain a description of the required maintenance visits to the site and security proposed to protect the site from vandalism and trespass.
- K. Each application shall contain a preliminary environmental review in accordance with the city submittal requirements, with special emphasis placed on the nature and extent of visual and public health and safety impacts to the extent permitted by federal law.
- L. Each application shall contain evidence of any required licenses and approvals to provide wireless telecommunication service.
- M. Applicants are separately required to obtain all applicable federal, state and local permits, including building and construction permits that may be required prior to erecting or installing the facility, including, but not limited to, a certificate of public convenience and necessity for a facility in the public right of way.
- N. Each application shall provide any other necessary information as may be required by the planning director.
- O. The community development director shall determine applicable entitlement processing fees and deposits for the application, as established by city council resolution, including any applicable contract staff fees and/or deposits for the purpose of review of the application.
- P. Any application that is improperly submitted or fails to contain all of the information as required by the Beaumont Municipal Code, including this chapter, shall be deemed incomplete.

17.18.190. General development standards and guidelines for wireless facilities.

- A. Development standards for stealth facilities. All wireless telecommunication facilities shall comply with each of the following requirements:
 - 1. A facility shall not bear any signs or advertising devices other than certification, public safety, warning, or other required seals or required signage.

2. Any and all accessory equipment associated with the operation of the facility, including but not limited to transmission cables, shall be located within a building, an enclosure, or underground vault in a manner that complies with the development standards of the zone in which such accessory equipment is located. In addition, if equipment is located above ground, it shall be visually compatible with the surrounding buildings and natural features and either shrouded by sufficient landscaping or natural features to screen the equipment from view or designed to match the architecture of adjacent buildings. If accessory equipment will be visible from a residential area or an arterial street, the applicant shall provide a solid masonry block wall that will screen the equipment or other material that is determined acceptable through the approval process.
 3. The facility's exterior finish shall be comprised of non-reflective material(s) and painted, screened, or camouflaged to blend with the materials and colors of surrounding buildings or structures.
 4. All screening used in connection with a wall mounted and/or roof mounted facility shall be compatible with the architecture, color, texture, and materials of the building or structure to which it is attached.
 5. All antennas shall be designed to prevent unauthorized climbing.
 6. Facilities shall not be illuminated unless specifically required by the Federal Aviation Administration or other governmental agencies.
 7. The applicant and the property owner if different from the applicant shall consent to future colocation of other facilities on or with the applicant's facility, unless technological or structural requirements preclude that colocation.
 8. For the purpose of determining setback requirements, a wireless telecommunication facility shall be considered a principal structure and shall comply with the setback requirements of the zone in which it is located.
 9. Wireless telecommunications facilities shall meet all of the height regulations of the underlying zone.
 10. Wireless telecommunication facilities shall be located at least 50 feet from any public right-of-way
- B. Development guidelines for wireless facilities. In review of all wireless telecommunication facilities, the city shall, in addition to the above requirements, consider the following guidelines in conjunction with the processing of a conditional use permit:
1. The proposed facility should blend into the surrounding environment or be architecturally integrated into a concealing structure.

2. The proposed facility should be screened or camouflaged by existing or proposed new topography, vegetation, buildings, or other structures. Any such improvements shall be appropriate for and compatible with the site and surrounding area.
3. The total size of proposed facility should be compatible with the surrounding and supporting structures.
4. If feasible, the location of the proposed facility should conform to the following in order of preference:
 - a. Colocated with an existing facility or located at a pre-approved location.
 - b. Attached to an existing structure such as an existing building, communication tower, church steeple or utility.
 - c. Located in an industrial zone.
 - d. Located in a commercial zone.
5. The proximity of the proposed facility to residential structures and to boundaries of residential zones.
6. The availability of suitable alternative locations for the facility.
7. The nature of existing uses on adjacent and nearby properties.
8. Proposed ingress and egress to the facility.

17.18.200. Additional development standards for stealth facilities.

- A. Additional development standards for stealth facilities. In addition to the requirements of section 17.18.190, the following requirements shall apply to wireless facilities:
 1. All wireless facilities.
 - a. No portion or extension of a wireless facility shall protrude beyond property lines or extend into any portion of property where such facility is not itself permitted; provided, however, that the city may approve the location of guy wires in a required setback if such approval is consistent with the guidelines and requirements set forth in this chapter.
 - b. Construction of new lattice towers and the extension or expansion of an existing lattice tower shall not be permitted.

- c. If a proposed wireless facility cannot be colocated, it must be sited at least 1,500 feet from any existing wireless facility unless the approving authority finds that a shorter distance is required for technological reasons, or that it would result in less visual obtrusiveness in the surrounding area. If the approving authority finds that colocation is not a feasible option and that a new facility may be located less than 1,500 feet from an existing wireless facility, the new facility should be located at least 500 feet from the existing facility.
- d. A wireless facility shall not be located within 300 feet of any property line of a residential zoning classification or a property line containing a residential use.

2. Ground mounted facilities.

- a. A ground mounted facility shall not be located in a required parking area, vehicle maneuvering area, vehicle/pedestrian circulation area or area of landscaping such that it interferes with, or in any way impairs, the utility or intended function of such area.
- b. A ground mounted facility should be located in close proximity to existing above ground utilities, such as electrical tower or utility poles (not scheduled for removal or under-grounding in the next 18 months), light poles, trees of comparable height, water tanks and other areas where the facility will not detract from the image or appearance of the city.
- c. No part of a ground mounted facility should be located in any required setback.
- d. A ground mounted facility shall not be permitted unless the approving authority finds that based upon evidence submitted by the applicant, no existing building or support structure can reasonably accommodate the proposed the facility. Evidence supporting this finding may consist of any of the following:
 - 1) No existing buildings or support structures are located within the geographic area proposed to be served by the applicant's facility.
 - 2) Existing buildings or support structures are not of sufficient height or structural strength to satisfy the applicant's operational or engineering requirements.
 - 3) The costs, fees, or contractual provisions required by a property owner, or by an incumbent wireless

telecommunication service provider, in order to collocate a new antenna array on an existing building or structure, or to adapt an existing building or structure for the location of the new antenna array, are unreasonable.

- 4) There are other limiting factors that render existing buildings and structures unsuitable for use by the applicant.
- e. A ground mounted facility shall be secured from access by the general public with a fence or other form of screening approved by the approving authority.
 - f. A ground mounted facility shall be covered with a clear anti-graffiti material of a type approved by the community development director. The community development director may grant an exception to this requirement if the applicant demonstrates to the satisfaction of the community development director that the design of the facility is adequate to prevent graffiti.
 - g. No ground mounted facility shall exceed the maximum building height for the applicable zone in which it is located unless both of the following findings are made by the approving authority:
 - 1) The applicant has satisfactorily demonstrated that exceeding the height limitation is necessary for operation of the facility; and
 - 2) The facility is collocated, or contains adequate space suitable for future collocation, and the height in excess of zoning requirements is necessary to the proposed shared use.

3. Roof mounted facilities.

- a. A roof mounted facility may only exceed the height of the building on which it is mounted by a maximum of 15 feet, but only if one of the following findings is made by the approving authority:
 - 1) The applicant has satisfactorily demonstrated that the proposed height is the minimum necessary for proper operation of the facility.
 - 2) The facility is collocated, or contains adequate space suitable for future collocation, and the height in excess of the existing building is necessary for the proposed shared use.
- b. A roof mounted facility that extends above the existing height of the building on which it is mounted shall be screened by a material and

in a manner that is compatible with the existing design and architecture of the building.

- c. A roof mounted facility, requiring the placement of any guy wires, supporting structures, or accessory equipment shall be located and designed so as to minimize the visual impact as viewed from surrounding properties and public streets, including any pertinent public views from higher elevations.
4. Utility mounted facilities not within the public right-of-way.
- a. A utility mounted facility shall not exceed the maximum building height for the applicable zone in which it is located unless the approving authority determines the applicant has satisfactorily demonstrated that exceeding the height limitation is necessary for proper operation of the facility.
 - b. A utility mounted facility shall not exceed the height of the existing utility pole or structure by more than four feet unless the approving authority determines the applicant has satisfactorily demonstrated that exceeding the four-foot limitation is necessary for proper operation of the facility.
 - c. A utility mounted facility shall not protrude or extend horizontally more than 18 inches from the existing utility pole or structure unless the approving authority determines the applicant has satisfactorily demonstrated that exceeding the 18-inch limitation is necessary for proper operation of the facility or required by the owner of the existing utility pole or structure.

17.18.210. Public property facilities.

- A. Private telecommunication facilities located on city-owned or operated property, other than public rights of way.
 - 1. Privately owned or operated telecommunication facilities may be located on property owned or operated by the city, subject to the city council's approval of a negotiated lease agreement between the telecommunication service provider and the city or its representative. Telecommunications facilities to be located on city-owned or operated property shall not be required to obtain a conditional use permit under the provisions of sections 17.18.100 et seq. The lease agreement shall set forth requirements for a wireless facility which are substantially consistent with the development standards and conditions of sections 17.18.100 et seq and Chapter 5.36. The lease agreement shall also contain operating covenants substantially consistent with the objectives of sections 70.18.100 et seq and Chapter 5.36. in order to protect the public health, safety and welfare.

2. Notwithstanding subsection (1) above, the lease agreement approving the location of privately owned or operated telecommunications facilities on city-owned or operated property shall be subject to all applicable environmental regulations including but not limited to the California Environmental Quality Act and the Western Riverside County Multiple Species Habitat Conservation Plan.

B. Public telecommunication facilities.

1. The location, installation, and operation of any telecommunication facilities or other communication facilities owned or operated by the city on property owned or operated by the city, or within its right-of-way shall not be subject to the provisions of this article.
2. The location, installation, and operation of any telecommunication facilities or other communication facilities owned or operated by any other governmental entity other than the city on property owned or operated by the City, or within its right-of-way, shall be subject to the provisions of subsection (a) above, unless the city council, by four-fifths vote of its membership and a finding of public necessity, exempts the facility from such requirements.

17.18.220. Review, modification, and revocation of permits.

- A. Any permit granted or approved pursuant to this chapter shall be granted or approved by the city with the reservation of the right and jurisdiction to review and modify the permit (including the conditions of approval) based on changed circumstances. Changed circumstances include, but not limited to, the following in relation to the approved facility as described and diagramed in the approved application materials: increased height or size of the facility; additional impairment of the views from surrounding properties; change in the type of antenna or supporting structure; changed color or materials; substantial change in location on the site; and an effective increase in signal output above or near the maximum permissible exposure limits imposed by the revised radio frequency emissions guidelines by the federal communications commission.
- B. The reservation of right to review any permit approved hereunder by the city is in addition to, and not in lieu of, the right of the city to review, suspend, revoke, or modify any permit approved hereunder for any violations of the conditions imposed on such permit.
- C. Upon review, any changed circumstance as determined by the community development director shall require the application and approval of a modification to the original administrative plot plan or conditional use permit, provided that any modification to accommodate colocated facilities may be approved administratively.

- D. Any review, suspension, revocation, or modification of a permit shall be in accordance with the procedures set forth in section 17.02.070 for an administrative plot plan and section 17.02.100 for a conditional use permit.

17.18.230. Removal of facilities.

- A. The operator of a lawfully erected facility, and the owner of the premises upon which it is located, shall promptly notify the community development director in writing in the event that use of the facility is discontinued for any reason. In the event that discontinued use is permanent, then the owner(s) and/or operator(s) shall promptly remove the facility, repair any damage to the premises caused by such removal, and restore the premise as appropriate such as to be in conformance with applicable zoning codes. All such removal, repair and restoration shall be completed within 90 days after the use is discontinued and shall be performed in accordance with all applicable health and safety requirements. For the purposes of this paragraph, a discontinued use shall be permanent unless the facility is likely to be operative and used within the immediately following three-month period.
- B. A facility that is inoperative or unused for a period of six continuation months shall be deemed abandoned. Written notice of the city's determination of abandonment shall be provided to the operator of the facility and the owner(s) of the premises upon [which] the facility is located. Such notice may be delivered in person or mailed to the address(es) stated on the facility permit application, shall be deemed given at the time delivered or placed in the mail. A written notice of the city's determination of abandonment shall be mailed or delivered to the operator of the facility at the address stated in the relevant permit application.
- C. The operator of the facility and the owner(s) of the property on which it is located, shall within 30 days after notice of abandonment is given either (1) remove the facility and restore the premises, or (2) provide the planning department with written objection to the city's determination of abandonment and request for hearing before the planning commission. If a written objection is timely received and a hearing is properly requested, the hearing shall be set and notice given as prescribed in section 17.02.050. The operator and/or owner shall be given the opportunity to provide evidence that the facility was in use during the relevant six-month period and that it is presently operational. The operator and/or owner shall be given the opportunity to cross-examine any witness providing evidence to the contrary. The planning commission shall review all evidence, determine whether or not the facility was properly deemed abandoned, and provide the operator notice of its determination.
- D. The city may remove the abandoned facility, repair any and all damage to the premises caused by such removal, and otherwise restore the premises as is appropriate to be in compliance with applicable Code at any time: 1) after 30 days following the notice of abandonment, or 2) following a notice of decision by the planning director, if applicable, subject to the owner/operators right of appeal under this Code. The city may, but shall not be required to, store the removed facility (or any part thereof). The owner of the premises upon which the

abandoned facility was located, and all prior operators of the facility shall be jointly liable for the entire cost of such removal, repair, restoration and storage, and shall remit payment to the city promptly after demand therefore is made. The city may, in lieu of storing the removed facility, convert it to the city's use, sell it, or dispose of it in any manner deemed by the city to be appropriate.

- E. The operator of the facility, and the owners of the premises upon which it is located shall be in violation of this chapter for failure to timely comply with any requirements hereunder. Each such person shall be subject to penalties for each such violation, pursuant to this Code.
- F. Until the cost of removal, repair, restoration and storage is paid in full, a lien shall be placed on the personal property and any real property on which the abandoned facility was located, for the full amount of the cost of removal, repair, restoration and storage. The planning director shall cause the lien to be recorded in the Riverside County Recorder's Office.

17.18.240. Severability.

- A. If any provisions or clause of this Chapter or application thereof to any person or circumstance is held unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other Chapter provisions, clauses or applications thereof which can be implemented without the invalid provision, clause or application thereof, and to this end the provisions and clauses of this Chapter are declared to be severable.



Staff Report

TO: Mayor and City Council Members

FROM: Kristine Day, Assistant City Manager

DATE: December 3, 2019

SUBJECT: Approve the Second Reading of an Ordinance Repealing Chapter 13.20 of the Beaumont Municipal Code and Adopting by Reference in its Place Ordinance No. 8 of the Santa Ana Watershed Project Authority

Background and Analysis:

The City is in the process of upgrading and expanding the City's wastewater treatment plant. The City has been working with the Santa Ana Watershed Project Authority (SAWPA) and Orange County Sanitation District (OCSD) to receive a permit to discharge the brine into the Inland Empire Brine Line (IEBL) and treat at the OCSD treatment plant. The City purchased brine line capacity and entered into a multi-jurisdictional agreement to discharge into the brine line. The discharge permit requires the City to implement an approved and updated pre-treatment program as stringent or more stringent than SAWPA.

As a condition of discharge to the IEBL and OCSD sewer plant, the City was required to analyze its current pre-treatment documents for consistency with SAWPA's requirements. While the City's current standards are very consistent with SAWPA's, however, there are differences in the formatting between the City and SAWPA. For consistency and ease of the compliance requirement, staff proposes adopting SAWPA's brine line ordinance, Pretreatment Program Enforcement Response Plan, Pretreatment Program Procedures, and Pretreatment Program Policies by reference and repealing the City's current ordinances.

The City Council approved the first reading of this ordinance on November 19, 2019. Staff recommends approval of the second reading.

Fiscal Impact:

The cost to prepare this staff report and ordinance is approximately \$1,000. There is no additional fiscal impact at this time.

Recommendation:

1. Waive the full second reading and adopt by title only, "An Ordinance of the City Council of the City of Beaumont Repealing Chapter 13.20 of the Beaumont Municipal Code and Adopting by Reference in Its Place Ordinance No. 8 of the Santa Ana Watershed Project Authority Establishing Regulations for the Use of the Inland Empire Brine Line, Formerly Known as the Santa Ana Regional Interceptor."



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Ordinance](#)

[Attachment B - Notice of Public Hearing](#)

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT REPEALING CHAPTER 13.20 OF THE BEAUMONT MUNICIPAL CODE AND ADOPTING BY REFERENCE IN ITS PLACE ORDINANCE NO. 8 OF THE SANTA ANA WATERSHED PROJECT AUTHORITY ESTABLISHING REGULATIONS FOR THE USE OF THE INLAND EMPIRE BRINE LINE, FORMERLY KNOWN AS THE SANTA ANA REGIONAL INTERCEPTOR

WHEREAS, the City Council finds that the actions contemplated by this Ordinance are exempt from the California Environmental Quality Act (“CEQA”) pursuant to, 15060(c)(2), 15061(b)(2), 15061(b)(3) CEQA as review is not required because there is no possibility that this Ordinance may have a significant effect upon the environment, the proposed amendments constitute a minor alteration in a land use limitation under CEQA Guidelines 15305, and based on CEQA Guidelines 15301 (Existing Facilities) and 15321, (Enforcement Actions by Regulatory Agencies).

WHEREAS, Orange County Sanitation District has expressed a desire to consolidate permitting, inspection, monitoring, and enforcement activities over the Inland Empire Brine Line, formerly known as the Santa Ana Regional Interceptor Brine Line into one public agency, specifically the Santa Ana Watershed Project Authority ("SAWPA"), to ensure continuity and consistency in the operation of the Inland Empire Brine Line; and

WHEREAS, the member agencies of SAWPA have previously drafted an ordinance governing the use of the Brine Line, to be adopted by the member agencies so as to provide uniform and consistent guidelines governing the use of the Brine Line; and

WHEREAS, the City wishes to adopt, in full, the provisions of SAWPA Ordinance No. 8 establishing regulations for the use of the Inland Empire Brine Line.

WHEREAS, the City wishes to repeal Chapter 13.20 of the Beaumont Municipal Code concerning Pretreatment and Treatment of Wastes, the subject matter which will be replaced, superseded and supplemented by SAWPA Ordinance No. 8 and the following policies of SAWPA that will be adopted contemporaneously by a separate Resolution of the City Council:

- (i) Pretreatment Program Enforcement Response Plan, 2018
- (ii) SAWPA Pretreatment Program Procedures, January 14, 2014
- (iii) SAWPA Pretreatment Program Policies, October 15, 2013

NOW, THEREFORE, be it ordained by the City Council of the City of Beaumont as follows:

SECTION 1. CHAPTER 13.20 OF THE CITY OF BEAUMONT MUNICIPAL CODE is repealed and contemporaneously with such repeal the following Chapter 13.20 is hereby adopted in its place:

“Chapter 13.20 Adoption of SAWPA Ordinance.

13.20.100 SAWPA Ordinance Number 8.

Santa Ana Watershed Project Authority Ordinance No. 8, as further amended and restated or replaced by any successor ordinance of the Santa Ana Watershed Project Authority is hereby adopted by the City of Beaumont.”

SECTION 2. Effective Date and Publication. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within 15 days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect 30 days after adoption in accordance with Government Code Section 36937.

SECTION 3. Severability. The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the Ordinance enforced.

SECTION 4. Prosecution of Prior Ordinances. Neither the adoption of this Ordinance nor the repeal of any other ordinance of this City shall in any manner affect the prosecution of any violation of any City ordinance or provision of the City of Beaumont Municipal Code, committed prior to the effective date hereof, nor be construed as a waiver of any penalty or the penal provisions applicable to any violation thereof

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Beaumont, California, held on the 19th day of November, 2019, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Beaumont, California, held on the 3rd day of December, 2019.

AYES:
NOES:
ABSENT:
ABSTAIN:

Julio Martinez III, Mayor

Attest:

Steven Mehlman, City Clerk

Approved as to form:

John O. Pinkney, City Attorney

Advertising Order Confirmation

The Press Enterprise

11/06/19 3:28:30PM

Page 1

<u>Ad Order Number</u> 0011333394	<u>Customer</u> BEAUMONT, CITY OF / LEGAL	<u>Payor Customer</u> BEAUMONT, CITY OF / LEGAL	<u>PO Number</u>
<u>Sales Representative</u> Nick Eller	<u>Customer Account</u> 5209298	<u>Payor Account</u> 5209298	<u>Ordered By</u> Nicole Wheelwright
<u>Order Taker</u> Nick Eller	<u>Customer Address</u> 550 E SIXTH ST BEAUMONT, CA 92223	<u>Payor Address</u> 550 E SIXTH ST BEAUMONT, CA 92223	<u>Customer Fax</u>
<u>Order Source</u> Select Source	<u>Customer Phone</u> 951-769-8520	<u>Payor Phone</u> 951-769-8520	<u>Customer EMail</u> finance@beaumontca.gov
<u>Current Queue</u> Ready	<u>Invoice Text</u> NOTICE OF PUBLIC HEARING SAWPA		
<u>Tear Sheets</u> 0	<u>Affidavits</u> 0	<u>Blind Box</u>	<u>Materials</u>
		<u>Promo Type</u>	<u>Special Pricing</u>

<u>Ad Number</u> 0011333394-01	<u>Ad Size</u> 3 X 52 LI	<u>Color</u>	<u>Production Color</u>	<u>Ad Attributes</u>	<u>Production Method</u> AdBooker	<u>Production Notes</u>
-----------------------------------	-----------------------------	--------------	-------------------------	----------------------	--------------------------------------	-------------------------

<u>External Ad Number</u>	<u>Pick Up</u>	<u>Ad Type</u> Legal Liner	<u>Released for Publication</u>
---------------------------	----------------	-------------------------------	---------------------------------

NOTICE OF PUBLIC HEARING OF A PROPOSED ORDINANCE AMENDING CHAPTER 13.20 OF THE CITY OF BEAUMONT MUNICIPAL CODE, REGULATING THE DISCHARGE OF WASTES INTO THE PUBLIC SEWER AND STORM DRAIN SYSTEMS IN THE CITY OF BEAUMONT AND ADOPTING BY REFERENCE THE SANTA ANA WATERSHED PROJECT AUTHORITY ("SAWPA") ORDINANCE ESTABLISHING REGULATIONS FOR THE USE OF THE INLAND EMPIRE BRINE LINE

NOTICE IS HEREBY GIVEN that the City of Beaumont will hold a PUBLIC HEARING to consider adoption of an ordinance amending Chapter 13.20 of the Beaumont Municipal Code - PRETREATMENT AND REGULATION OF WASTES. The proposed ordinance will adopt the Santa Ana Watershed Project Authority ("SAWPA") Ordinance No 8 Establishing Regulations for the Use of the Inland Empire Brine Line, as amended, from time to time or any successor ordinance, by reference in place of existing Chapter 13.20. All interested persons are invited to appear and to be heard at the public hearing.

The PUBLIC HEARING will be held on Tuesday, November 19, 2019, beginning at 6 p.m., in the Council Chamber, located at 550 East Sixth Street, Beaumont. The City Council is the decision-making body for ordinances.

A copy of the proposed ordinance and the supporting materials will be available for public review at the City Clerk's Office public counter, located at City Hall, 550 East Sixth Street, Beaumont. Persons are invited to comment on the proposed ordinance by writing to Public Works Director, Jeff Hart at the same address. For more information on the proposed ordinance, please call (951) 769-8520.

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in the above-mentioned public hearing, please contact the City Clerk at (951) 769-8520 at least three (3) working days prior to the meeting, if possible.

Nicole Wheelwright, Assistant City Clerk
City of Beaumont
Publish: November 9th, 2019 and November 16th, 2019 [two times at least five days apart GC 6066]

11/09, 11/16

<u>Product</u> PE Riverside:South	<u>Requested Placement</u> PublicNotice Banning	<u>Requested Position</u> City Notices Ban - 1076~	<u>Run Dates</u> 11/09/19, 11/16/19	<u># Inserts</u> 2
--------------------------------------	--	---	--	-----------------------

Advertising Order Confirmation

The Press Enterprise

11/06/19 3:28:30PM

Page 2

Order Charges:

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Amount</u>	<u>Amount Due</u>
179.40	0.00	179.40	0.00	\$179.40

If this confirmation includes an advertising proof, please check your proof carefully for errors, spelling, and/or typos. Errors not marked on the returned proof are not subject to credit or refunds.

Please note: To meet our printer's deadline, we must have your proof returned by the published deadline, and as indicated by your sales rep.

Please note: If you pay by bank card, your card statement will show the merchant as "SoCal Newspaper Group".



Staff Report

TO: Mayor and City Council Members

FROM: Karee Keyser, Solid Waste & Recycling Manager

DATE: December 3, 2019

SUBJECT: Approval of Second Reading of "An Ordinance of the City Council of the City of Beaumont, California, Amending Section 8.12.240 of the Beaumont Municipal Code Regarding the Collection of Delinquent Solid Waste Handling Service Fees and Charges on The Tax Roll"

Background and Analysis:

On May 7, 2019, the City Council unanimously approved a collection services agreement ("Agreement") for the provision of residential and commercial garbage, recyclable materials and organic waste collection services between the City and USA Waste of California, Inc., d.b.a. Waste Management of the Inland Empire ("Waste Management").

On June 4, 2019, the City Council adopted an urgency ordinance repealing the City's previous solid waste management provisions and adding updated and revised solid waste management provisions to the City's municipal code.

The Agreement and the new solid waste management provisions (Chapter 8.12 – "Solid Waste Management") went into effect on July 1, 2019.

When the City and Waste Management negotiated the Agreement, the parties only contemplated the collection of delinquent solid waste handling fees through the tax roll for single family residences. Because the City's solid waste management ordinance was drafted in conjunction with the Agreement, the current waste management provisions only permit the City to collect delinquent fees or charges through the tax roll for single family residential households; the existing code does not permit the City to collect such delinquent fees or charges for commercial or multifamily residential premises.

Health & Safety Code Section 5470 et seq. permits municipalities to collect delinquent fees or charges for commercial or multifamily residential solid waste handling services on the property tax roll, provided that the municipality has adopted an ordinance authorizing such collections. Staff has had multiple conversations with Waste Management, and both the City and Waste Management believe it would be beneficial to authorize the collection of delinquent commercial and multifamily residential fees on the County tax roll.

Authorizing the collection of delinquent commercial and multifamily residential fees on the tax roll would prevent the discontinuation of service to these premises in the event the solid waste handling fees go unpaid. In order for the City to collect delinquent fees or charges for commercial or multifamily residential solid waste handling services on the property tax roll, the City must first amend its solid waste management ordinance.

Because the City would be authorizing the collection of delinquent fees through the tax roll, staff also recommends striking language from the ordinance that allows a franchisee to discontinue solid waste service to commercial and multifamily residential recipients based on delinquent fees. This change will help ensure the continuation of solid waste services for all properties, even if service recipients are delinquent in their payment of fees.

Notably, this proposed amendment only authorizes the City to place delinquent commercial and multifamily fees on the tax roll at some time in the future. The City Council is not being asked to actually approve the placement of any fees on the tax roll at this time. The actual placement of delinquent fees on the tax roll will involve a separate notice to all impacted properties and a public hearing where the City Council will have an opportunity to review and consider the fees to be placed on the tax roll and hear any protests from impacted property owners.

Fiscal Impact:

None.

Recommendation:

1. Waive the second full reading and approve by title only "Ordinance of the City Council of the City of Beaumont, California, Amending Section 8.12.240 of the Beaumont Municipal Code Regarding the Collection of Delinquent Solid Waste Handling Service Fees and Charges on The Tax Roll"



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Proposed Ordinance Amending Solid Waste Ordinance](#)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**CITY OF BEAUMONT
Beaumont, California
ORDINANCE BILL NO.**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, AMENDING SECTION 8.12.240 OF THE BEAUMONT MUNICIPAL CODE REGARDING THE COLLECTION OF DELINQUENT SOLID WASTE HANDLING SERVICE FEES AND CHARGES ON THE TAX ROLL.

WHEREAS, on May 7, 2019, the City Council of the City of Beaumont (“City”) unanimously approved a Collection Services Agreement for the Provision of Residential and Commercial Garbage, Recyclable Materials and Organic Waste Collection Services between the City and USA Waste of California, Inc., d.b.a. Waste Management of the Inland Empire; and

WHEREAS, on July 1, 2019, the City’s new solid waste management ordinance (Chapter 8.12 – “Solid Waste Management”) went into effect; and

WHEREAS, presently, the City’s Solid Waste Management ordinance permits the City to collect delinquent fees or charges for single family residential Solid Waste Handling Services on the property tax roll, but does not permit the City to collect such delinquent fees or charges for commercial or multifamily residential premises; and,

WHEREAS, Health & Safety Code Section 5470 et seq. permits municipalities to collect delinquent fees or charges for commercial or multifamily residential Solid Waste Handling Services on the property tax roll in accordance with state law; and

WHEREAS, in order for the City to collect delinquent fees or charges for commercial or multifamily residential Solid Waste Handling Services on the property tax roll, the City must amend its Solid Waste Management ordinance.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

SECTION 1: RECITALS AND FINDINGS.

The City Council of the City of Beaumont finds the recitals set forth herein to be true and correct, and incorporates the recitals as findings of the City Council.

**SECTION 2: AMENDMENT AND RESTATEMENT OF SECTION 8.12.240
("LIABILITY FOR SOLID WASTE COLLECTION FEES") OF THE BEAUMONT
MUNICIPAL CODE.**

Section 8.12.240 of the Beaumont Municipal Code is hereby amended and restated in its entirety, as set forth in Exhibit A, attached hereto and incorporated herein.

SECTION 3: SEVERABILITY.

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4: EFFECTIVE DATE.

This Ordinance shall take effect thirty (30) days from its passage by the City Council of the City of Beaumont.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SECTION 5: PUBLICATION.

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

INTRODUCED at the regular meeting of the Beaumont City Council on _____ 2019.

APPROVED AND ADOPTED this ____ day of _____ 2019.

Julio Martinez III, Mayor

ATTEST:

APPROVED AS TO FORM:

Steven Mehlman, City Clerk

City Attorney

1 State of California)
2 County of Riverside)
3 City of Beaumont)

4 I, Steven Mehlman, City Clerk of the City of Beaumont, do hereby certify that the
5 foregoing Ordinance was introduced and first read on the ___ day of _____ 2019,
6 and had its second reading at the regular meeting of the Beaumont City Council on the
7 ___ day of _____, 2019, and was passed by the following vote:

8 **AYES:**

9 **NOES:**

10 **ABSTAIN:**

11 **ABSENT:**

12
13 _____
14 Steven Mehlman, City Clerk

15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT "A"**Sec. 8.12.240 – Liability for Solid Waste Collection Fees.**

- A. Joint and Several Liability. The Owner of a Premises and the Account Holder for a Premises are jointly and severally liable for Solid Waste Handling Services provided to the Premises by a Solid Waste Franchisee.
- B. Delinquencies – All Premises. Pursuant to Health & Safety Code section 5470 et seq., the City may collect delinquent fees or charges for Commercial, Single Family Residential, and Multifamily Residential Solid Waste Handling Services on the property tax roll for those Premises. If the City decides to collect delinquent Solid Waste Handling fees or charges on the property tax roll, it shall adhere to the following procedures:
1. City will fix a time, date and place for hearing the report of delinquencies submitted by the Solid Waste Franchisee and any objections and protests to the report. The Solid Waste Franchisee shall publish and provide notice of the hearing on the report in accordance with Health and Safety Code section 5470 et seq. At the hearing, City shall hear any objections or protests of Owners liable to be assessed for delinquent fees. The City may make revisions or corrections to the report as it deems just, after which, by resolution, the report shall be confirmed.
 2. The delinquent fees set forth in the report as confirmed shall constitute special assessments against the Premises listed in the report and are a lien on the Premises for the amount of the delinquent fees. A certified copy of the confirmed report shall be filed with the Riverside County Auditor for the amounts of the respective assessments against the respective Premises as they appear on the current assessment roll. The lien created attaches upon recordation, in the office of the Riverside County Recorder, of a certified copy of the resolution of confirmation. The assessment may be collected at the same time and in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for those taxes.
 3. City shall remit to its Solid Waste Franchisee(s) amounts collected pursuant to this process within thirty (30) days of receipt from the Riverside County Assessor. Solid Waste Franchisee(s) shall notify the City in the event any delinquency on the report for which a lien has been created is paid or otherwise resolved.



Staff Report

TO: Mayor and City Council Members

FROM: Pedro Rico, Chief Building Official

DATE: December 3, 2019

SUBJECT: Second Reading of an Ordinance to Amend Chapter 15.20 of the Beaumont Municipal Code for the Adoption of the 2019 California Fire Code (California Code of Regulations Title 24, Part 9)

Background and Analysis:

Every three years the State of California (“State”) adopts the latest edition of the California Building Standards Code (California Code of Regulations Title 24) (“Codes”) to establish uniform standards for the construction and maintenance of buildings, electrical systems, plumbing systems, mechanical systems, and fire and life safety systems. The 2019 edition of the Codes was adopted by the California Building Standards Commission and published on July 1, 2019. Sections 17958, and 18941.5 of the California Health and Safety Code (“HSC”), require that the latest edition of the Codes apply to local construction 180 days after publication. Therefore, State law requires that the Codes become effective at the local level on January 1, 2020.

Prior to the adoption and enforcement of the Codes at the local level, State law does permit local jurisdictions to amend the Codes in certain circumstances. Pursuant to Sections 17958.5 and 17958.7 of the HSC, such local amendments can only be enacted when an express finding and determination is made that such local amendments are reasonably necessary because of local climatic (which include environmental), geological, or topographical conditions that affects the jurisdiction. California building standards law permits local amendments that are reasonably necessary provided it is a more restrictive building standard. State housing law permits local amendments that are necessary provided it is equivalent or a more restrictive building standard. Local amendments that are necessary for administrative clarification and do not modify building standards as defined in Section 18909(c) of the HSC can be enacted without the required express findings.

The Codes are amended and published in their entirety every three years by the order of State law and are amended periodically between cycles. The Codes that are to be adopted and amended by the City of Beaumont include the following:

- 2019 California Fire Code Part 9;
- 2019 California Fire Code - Chapter 1, Division II except Section 103.2 and 109.3; and
- 2019 California Fire Code - Chapters 3, 25, and Sections 403.12, 503, 510.2, and 1103.2.

Staff is recommending some local amendments to address local concerns; which consist of fire and life safety and administrative provisions. Most of the proposed amendments are administrative for procedural clarification and are a continuation of previously adopted amendments from prior code adoption cycles. Furthermore, many of these proposed amendments are consistent with those adopted by other local jurisdictions.

Fiscal Impact:

Cost of preparing this staff report, ordinance and legal review is estimated to be \$1,000.

Recommendation:

1. Waive the second full reading and adopt by title only, "An Ordinance of The City Council of The City of Beaumont, California, Approving the Adoption of the 2019 Edition of the California Building Standards Code, (California Code of Regulations Title 24), Part 9, 2019 California Fire Code with Amendments and Amending Chapter 15.20 'Fire Code,' of the Beaumont Municipal Code."



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Proposed Ordinance to Amend Chapter 15.20 with the 2019 Fire Code](#)

[Attachment B - Findings](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, APPROVING THE ADOPTION OF THE 2019 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE, (CALIFORNIA CODE OF REGULATIONS TITLE 24), PART 9, 2019 CALIFORNIA FIRE CODE WITH AMENDMENTS AND AMENDING CHAPTER 15.20 “FIRE CODE,” OF THE BEAUMONT MUNICIPAL CODE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT, RIVERSIDE COUNTY, STATE OF CALIFORNIA AS FOLLOWS:

SECTION 1. CEQA. The City Council finds that the actions contemplated by this Ordinance are exempt from the California Environmental Quality Act (“CEQA”) pursuant to 15061(b)(3), CEQA review is not required because there is no possibility that this Ordinance may have a significant effect upon the environment and the proposed text amendments constitute a minor alteration in a land use limitation under CEQA Guidelines Section 15305, and such a land use limitation is a permissible exercise of the City's zoning powers.

SECTION 2. Severability. The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the Ordinance enforced.

SECTION 3. Prosecution of Prior Ordinances. Neither the adoption of this Ordinance nor the repeal of any other ordinance of this City shall in any manner affect the prosecution of any violation of any City ordinance or provision of the City of Beaumont Municipal Code, committed prior to the effective date hereof, nor be construed as a waiver of any penalty or the penal provisions applicable to any violation thereof.

SECTION 4. Findings. The City Council hereby finds that pursuant to California Health & Safety Code Section 17958, 17958.5, 17958.7, and/or 18941.5 that the proposed amendments to the 2019 edition of the California Building Standards Code, (California Code of Regulations, Title 24), Part 9, 2019 California Fire Code are (1) necessary because of local climatic, geological, or topographical conditions, or (2) are of an administrative or procedural nature, and/or do not modify building standards and are reasonably necessary to safeguard life and property within the City; and findings are set forth on Exhibit A, which exhibit is attached hereto and made a part hereof.

SECTION 5. The City Council hereby amends Title 15.20, entitled “Fire Code” to the Beaumont Municipal Code, to read as:

Chapter 15.20
FIRE CODE

Sections:

- 15.20.010 Adoption of 2019 California Fire Code**
- 15.20.020 Amendments to the 2019 California Fire Code**
- 15.20.030 Violation—Penalty**

15.20.010 Adoption of 2019 California Fire Code. Except as otherwise provided in this Chapter, the California Fire Code, Title 24, California Code of Regulations, Part 9, including Chapter 1, Division II - Scope and Administration, except that Section 103.2 and 109.3 are not adopted, and Chapters 3, 25, and Sections 403.12, 503, 510.2, and 1103.2 are adopted, including any and all amendments set forth in this chapter, and including any and all amendments thereto that may hereafter be made and adopted by the State of California, is hereby adopted as the City Fire Code.

15.20.020 Amendments to the 2019 California Fire Code. The 2019 California Fire Code is amended in part as follows:

A. SCOPE AND GENERAL REQUIREMENTS

1. Section 101.4 of the California Fire Code is deleted in its entirety and replaced with the following:

101.4 Severability. If any provision, clause, sentence or paragraph of this ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

B. APPLICABILITY

1. Section 102.5 of the California Fire Code is amended as follows:

102.5 Application of residential code. Where structures are designed and constructed in accordance with the California Residential Code, the provisions of this code shall apply as follows:

- 1. Construction and design provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access and water supplies. Where interior or exterior systems or devices are installed, construction permits required by Section 105.7 of this code shall apply.
- 2. Administrative, operational and maintenance provisions of this code shall apply.
- 3. Automatic fire sprinkler system requirements of this code shall apply to detached accessory buildings 3,600 square feet or greater in accordance with Section 903.2. The provisions contained in Section 903.2.18 of the California Fire Code or Section R309.6 of

the California Residential Code may be used for the design of the automatic fire sprinkler system for detached private garages.

C. DEPARTMENT OF FIRE PREVENTION

1. Sections 103.4 and 103.4.1 of the California Fire Code are deleted in their entirety and replaced with the following:

103.4 Liability. Any liability against Riverside County or the City of Beaumont or any officer or employee for damages resulting from the discharge of their duties shall be as provided by law.

D. GENERAL AUTHORITY AND RESPONSIBILITIES.

1. A new Section 104.1.1 is added to Section 104.1 of the California Fire Code to read as follows:

104.1.1 Authority of the Fire Chief and Fire Department.

1. The Fire Chief is authorized and directed to enforce all applicable State fire laws and provisions of this ordinance and to perform such duties as directed by the City Council.

2. The Fire Chief is authorized to administer, interpret and enforce this ordinance. Under the Fire Chief's direction, the Riverside County Fire Department is authorized to enforce ordinances of the City of Beaumont pertaining to the following:

- 2.1. The prevention of fires.
- 2.2. The suppression or extinguishment of dangerous or hazardous fires.
- 2.3. The storage, use and handling of hazardous materials.
- 2.4. The installation and maintenance of automatic, manual and other private fire alarm systems and fire extinguishing equipment.
- 2.5. The maintenance and regulation of fire escapes.
- 2.6. The maintenance of fire protection and the elimination of fire hazards on land, in buildings, structures and other property, including those under construction.
- 2.7. The maintenance of means of egress.
- 2.8. The investigation of the cause, origin and circumstances of fire and unauthorized releases of hazardous materials.

3. The following persons are hereby authorized to interpret and enforce the provisions of this ordinance and to make arrests and issue citations as authorized by law:

- 3.1. The Unit Chief, Peace Officers and Public Officers of the California Department of Forestry and Fire Protection.
- 3.2. The Fire Chief, Peace Officers and Public Officers of the Riverside County Fire Department.
- 3.3. The Riverside County Sheriff and any deputy sheriff.

- 3.4. The Police Chief and any police officer of any city served by the Riverside County Fire Department.
- 3.5. Officers of the California Highway Patrol.
- 3.6. Code Officers of the City of Beaumont Code Enforcement Department.
- 3.7. Peace Officers of the California Department of Parks and Recreation.
- 3.8. The law enforcement officer of the Federal Bureau of Land Management.

2. A new Section 104.12 is added to Section 104 of the California Fire Code to read as follows:

104.12 Authority of the Fire Chief to close hazardous fire areas. Except upon National Forest Land, the Fire Chief is authorized to determine and announce the closure of any hazardous fire area or portion thereof. Any closure by the Fire Chief for a period of more than fifteen (15) calendar days must be approved by the Riverside County Board of Supervisors and/or the City Council within fifteen (15) calendar days of the Fire Chief’s original order of closure. Upon such closure, no person shall go in or be upon any hazardous fire area, except upon the public roadways and inhabited areas. During such closure, the Fire Chief shall erect and maintain at all entrances to the closed area sufficient signs giving notice of closure. This section shall not prohibit residents or owners of private property within any closed area, or their invitees, from going in or being upon their lands. This section shall not apply to any entry, in the course of duty, by a peace officer, duly authorized public officer or fire department personnel. For the purpose of this section, “hazardous fire area” shall mean public or private land that is covered with grass, grain, brush or forest and situated in a location that makes suppression difficult resulting in great damage. Such areas are designated on Hazardous Fire Area maps filed with the office of the Fire Chief.

E. FEES

1. Section 106.2 of the California Fire Code is deleted in its entirety and replaced with the following:

106.2 Schedule of permit fees. Fees for services and permits shall be as set forth in the City of Beaumont fee schedule.

2. A new Section 106.6 is added to Section 106 of the California Fire Code to read as follows:

113.6 Cost recovery. Fire suppression, investigation, rescue or emergency medical costs are recoverable in accordance with Health and Safety Code Sections 13009 and 13009.1, as may be amended from time to time. Additionally, any person who negligently, intentionally or in violation of law causes an emergency response, including, but not limited to, a traffic accident, spill of toxic or flammable fluids or chemicals is liable for the costs of securing such emergency, including those costs pursuant to Government Code Section 53150, et seq, as may be amended from time to time. Any expense incurred by the Riverside County Fire Department for securing such emergency shall constitute a debt of such person and shall be collectable by Riverside County in the same manner as in the case of an obligation under contract, express or implied.

F. BOARD OF APPEALS

1. Section 109.1 of the California Fire Code is deleted in its entirety and replaced with the following:

109.1 Board of appeals established. The Board of Appeals shall be the City Manager. If he or she determines an outside board is needed, he or she shall designate an outside hearing officer to hear the appeal. The Fire Chief shall be notified of any appeal and the Fire Chief or designee shall be in attendance at the appeal hearing. Depending on the subject of the appeal, specialized expertise may be solicited, at the expense of the applicant, for the purpose of providing input to the Appeals Board.

G. VIOLATIONS.

1. Section 110.4 of the California Fire Code is deleted in its entirety and replaced with the following:

110.4 Violation and penalties. It shall be unlawful for any person, firm, corporation or association of persons to violate any provision of this ordinance, or to violate the provisions of any permit granted pursuant to this code or Ordinance. Punishments and penalties for violations shall be in accordance with the City of Beaumont ordinances, fee schedule and Health and Safety Code Sections 17995 through 17995.5.

H. DEFINITIONS.

1. Section 202, definition of “Fire Chief” in the California Fire Code is deleted in its entirety and replaced with the following:

FIRE CHIEF. The Fire Chief of Riverside County or the Fire Chief’s designee.

I. OPEN FLAMES.

1. Section 308.1.6.3 of the California Fire Code is deleted in its entirety and replaced with the following:

308.1.6.3 Sky lanterns or similar devices. A person shall not release or cause to be released a sky lantern or similar device.

J. FIRE APPARATUS ACCESS ROADS.

1. Section 503.2.1 of the California Fire Code is deleted in its entirety and replaced with the following:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet

6 inches (4115 mm). For additional requirements or alternatives see Riverside County Fire Department Standards and Policies, as may be amended from time to time.

2. Section 503.2.2 of the California Fire Code is deleted in its entirety and replaced with the following:

503.2.2 Authority. The fire code official shall be the only authority authorized to designate fire apparatus access roads and fire lanes and to modify the minimum fire lane access widths for fire or rescue operations.

3. A new Section 503.6.1 is added to Section 503.6 of the California Fire Code to read as follows:

503.6.1 Automatic opener. New motorized gates shall be provided with means to be automatically opened remotely by emergency vehicle in accordance with Riverside County Fire Department standards and Policies, as may be amended from time to time.

Exception: Gates serving individual one- and two-family dwelling parcels.

4. A new Section 503.7 is added to Section 503 of the California Fire Code to read as follows:

503.7 Loading areas and passenger drop-off areas. On private properties, where fire apparatus access roads are utilized for loading or unloading or utilized for passenger drop-off or pick-up, an additional eight (8) feet of width shall be added to the minimum required width for the fire apparatus access road.

K. FIRE PROTECTION WATER SUPPLIES

1. A new Section 507.5.7 is added to Section 507 of the California Fire Code to read as follows:

507.5.7 Fire hydrant size and outlets. As determined by the fire code official, fire hydrant sizes and outlets shall be based on the following:

1. Residential Standard – one (1) four (4) inch outlet and one (1) two and half (2 ½) inch outlet.
2. Super Hydrant Standard – one (1) four (4) inch outlet and two (2) two and one half (2 ½) inch outlet.
3. Super Hydrant Enhanced – two (2) four (4) inch outlet and one (1) two and one half (2 ½) inch outlet.

2. A new Section 507.5.8 is added to Section 507 of the California Fire Code to read as follows:

507.5.8 Fire hydrant street marker. Fire hydrant locations shall be visually indicated in accordance with Riverside County Fire Department Technical Policy 06-11, as may be amended from time to time. Any hydrant marker damaged or removed during the course of street construction or repair shall be immediately replaced by the contractor, developer or person responsible for removal or damage.

L. FIRE COMMAND CENTER

1. Section 508.1 of the California Fire Code is deleted in its entirety and replaced with the following:

508.1 General. Where required by other sections of this code and in all buildings classified as high-rise buildings by the California Building Code, in buildings greater than 300,000 square feet in area and in Group I-2 occupancies having occupied floors located more than 75 feet above the lowest level of fire department vehicle access, a fire command center for fire department operations shall be provided and comply with Sections 508.1.1 through 508.1.8.

2. Section 508.1.1 of the California Fire Code is deleted in its entirety and replaced with the following:

508.1.1 Location and access. The fire command center shall be located adjacent to the main lobby and shall be accessible from fire department vehicular access or as approved by the fire code official. The room shall have direct access from the building exterior at the lowest level of fire department access.

3. Section 508.1.3 of the California Fire Code is amended to add the following:

Exception: A fire command center solely required because a building is greater than 300,000 square feet in area shall be a minimum of 96 square feet (9 m²) with a minimum dimension of 8 feet (2438mm).

4. Section 508.1.6 of the California Fire Code is amended to add the following:

Exception: A fire command center solely required because a building is greater than 300,000 square feet in area shall comply with NFPA 72 and contain the features set forth in Section 508.1.6 subsections 5, 8, 10, 12, 13 and 14. The features set forth in Section 508.1.6 subsections 1, 2, 3, 4, 6, 7, 9, 11, 15, 16, 17, 18 and 19 shall be required when such building contains systems or functions related to these features.

5. A new Section 508.1.8 is added to Section 508 of the California Fire Code to read as follows:

508.1.8 Fire command center identification. The fire command center shall be identified by a permanent easily visible sign stating “Fire Dept. Command Center,” located on the door to the fire command center.

M. FIRE PROTECTION AND UTILITY EQUIPMENT IDENTIFICATION AND LOCATION

1. Section 509.2.1 of the California Fire Code is amended to add the following:

509.2.1 Minimum clearances. A 3-foot (914 mm) clear space shall be maintained around the circumference of exterior fire protection system control valves, or any other exterior fire protection system component that may require immediate access, except as otherwise required or approved.

N. MECHANICAL REFRIGERATION.

1. Section 606.10.1.2 of the California Fire Code is deleted in its entirety and replaced with the following:

606.10.1.2 Manual operation. When required by the fire code official, automatic crossover valves shall be capable of manual operation. The manual valves shall be located in an approved location immediately outside of the machinery room in a secure metal box or equivalent and marked as Emergency Controls.

O. AUTOMATIC SPRINKLER SYSTEMS.

1. Section 903.2 of the California Fire Code is deleted in its entirety and replaced with the following:

903.2 Where required. In all new buildings and structures which are 3,600 square feet or greater, an approved automatic sprinkler system shall be provided regardless of occupancy classification. Where the Sections 903.2.1 – 903.2.20 of the California Fire Code require more restrictive requirements than those listed below, the more restrictive requirement shall take precedence.

Exception: Unless required elsewhere in this code or the California Building Code, automatic fire sprinkler systems shall not be required for the following:

1. Detached Group U occupancies used for agricultural purposes constructed in accordance with the California Building Code.
2. Detached non-combustible equestrian arena shade canopies that are open on all sides and used for riding only - no commercial, assembly or storage uses.
3. Detached fabric or non-combustible shade structures that are open on all sides and used to shade playground equipment, temporary storage of vehicles and dining areas with no cooking.
4. Where determined by the Fire Chief that no major life safety hazard exists, and the fuel load does not pose a significant threat to firefighter safety or to other structures or property, automatic fire sprinklers may be exempted.

One- and two-family dwellings shall have an automatic fire sprinkler system regardless of square footage in accordance with the California Residential Code. Fire sprinkler systems shall be installed in mobilehomes, manufactured homes and multifamily manufactured homes with two dwelling units in accordance with Title 25 of the California Code of Regulations.

The following exceptions in the California Fire Code shall not be allowed:

- a. Exception in Section 903.2.3
- b. Exception 2 in Section 903.2.11.3

2. A new Section 903.3.5.3 is added to Section 903 of the California Fire Code to read as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

P. DESIGNATION OF HIGH-PILED STORAGE AREAS.

1. A new Section is added to Section 3204.2 of the California Fire Code to read as follows:

3204.2.1 Minimum requirements for client leased or occupant owned warehouses. Designs of an automatic sprinkler system for client leased or occupant owned buildings containing high pile storage shall be based on the requirements of NFPA 13. The responsible fire protection engineer shall perform a survey of the building to determine commodity classification, storage configuration, building height and other information related to the development of an appropriate sprinkler system design. The fire protection engineer shall also make reasonable efforts to meet with the building owner or operator to understand seasonal or customer related fluctuations to the stored commodities, storage height, and configuration. The sprinkler design shall be based on the most demanding requirements determined through the onsite survey and discussions with the building owner or operator. The technical report shall describe the basis for determining the commodity and sprinkler design selection, how the commodities will be isolated or separated, and include referenced design document(s), including NFPA 13 or the current applicable factory mutual data sheets. If a specific fire test is used as the basis of design, a copy of the fire test report shall be provided at the time of plan review.

Q. FIRE HAZARD SEVERITY ZONES.

1. A new Section 4904.3 is added to Section 4904 of the California Fire Code to read as follows:

4904.3 High Fire Hazard Severity Zone Maps. In accordance with Government Code Sections 51175 through 51189, Very High Fire Hazard Severity Zones are designated as shown on a map titled Very High Fire Hazard Severity Zones, dated December 24, 2009 and retained on file at the office of the Fire Chief, which supersedes other maps previously adopted designating high fire hazard areas.

R. APPENDIX B.

1. Table B105.2 of the California Fire Code is amended as follows:

**TABLE B105.2
REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND**

TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the <i>California Fire Code</i>	50% of the value in Table B105.1(2) ^a	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the <i>California Fire Code</i>	50% of the value in Table B105.1(2) ^b	Duration in Table B105.1(2) at the reduced flow rate

For SI: 1 gallon per minute = 3.785 L/m.

- a. The reduced fire-flow shall be not less than 1,000 gallons per minute.
- b. The reduced fire-flow shall be not less than 1,500 gallons per minute.

S. APPENDIX C.

1. Section C103.1 of the California Fire Code is deleted in its entirety and replaced with the following:

C103.1 Hydrant spacing. Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 of the International Fire Code shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall be in accordance with Sections C103.2 and C103.3. Fire hydrants shall be provided at street intersections.

15.20.030 Violation—Penalty. In the discretion of the Enforcement Officer, any person violating the provisions of this Chapter shall be issued an Administrative Citation pursuant to Beaumont Municipal Code Chapter 1.17 or shall be guilty of an infraction pursuant to Beaumont Municipal Code Chapter 1.16. In either case, the amount of the fine shall be the appropriate amount set forth in Section 1.16.030 of this Code. Each such violation shall be deemed a separate offense as specified in Section 1.16.040.

Notwithstanding the above, a first offense may be charged and prosecuted as a misdemeanor, punishable by a fine of \$1,000.00 or 6 months in jail, or both.

In addition to the penalties provided in this Section, any condition caused or permitted to exist in violation of any of the provision of this Chapter shall constitute a public nuisance and may be abated by the City by civil process by means of a restraining order, preliminary or permanent injunction or in any manner provided by law for the abatement of such nuisance.

All remedies herein are cumulative and non-exclusive.

SECTION 6. Effective Date and Publication. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within 15 days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect 30 days after adoption in accordance with Government Code Section 36937.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Beaumont, California, approves an amendment to the City Code.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Beaumont, California, held on the ____ day of November, 2019, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Beaumont, California, held on the _____ day of _____, 2019.

AYES:

NOES:

ABSENT:

ABSTAIN:

Julio Martinez III, Mayor

Attest: _____
Steven Mehlman, City Clerk

Approved as to form:

John O. Pinkney, City Attorney

EXHIBIT A**FINDINGS****I. Climatic Conditions:**

A. The City of Beaumont located in Riverside County is located in Southern California and covers a vast and varied geographic area. The base climate in western Riverside County consists of semi- arid Mediterranean weather patterns. Eastern Riverside County is a desert area with Mohave Desert temperatures and weather patterns. Those two primary areas are divided by the San Bernardino Mountain Range. Both areas outside of the mountain terrain annually experience extended periods of high temperatures with little or no precipitation. Hot, dry winds, which may reach speeds of 70 M.P.H. or greater, are common to the area. Examples are: Santa Ana/ Foehn winds, afternoon surface-heating generated winds, and prevailing desert winds.

These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration) which necessitates rapid identification, locating and extinguishment of all fires in the smallest stage possible. In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles, will greatly impact the response time to reach an incident scene. During these winds, the inability to use aerial type firefighting apparatus would further decrease our ability to stop fires in large buildings and place rescue personnel at increased risk of injury.

B. Although Riverside County and the City of Beaumont occasionally experiences periods of significant drought, the County can also experience periods of substantial rainfall. Annual rainfall varying from three (3) inches in Blythe to over thirty-three (33) inches in Pine Cove. When Riverside County does experience heavy rain, or rain over a period of days or weeks, many areas of the County are subject to flooding. Runoff from rain drains either naturally into rivers, washes, and creeks or into flood control facilities. Flash flooding is also a common problem, especially in the Coachella Valley and the easterly portions of the county. Flash flooding is typically associated with short duration, high intensity precipitation events often associated with summer thunderstorms. Such events can occur even during a drought.

C. Water demand in densely populated Southern California far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features. It would also leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of available water to floors in a fire.

D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and

other fire protection features such as identification and notification will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

II. Topographical conditions

A. Natural: The topographical conditions of Riverside County varies from three hundred (300) feet below sea-level, flat desert communities, to mountains over ten thousand (10,000) feet in Alpine-like areas of the San Bernardino Mountain Range. In between these areas, developable slopes of 25 percent and greater generally occur throughout the foothills. Riverside County extends from Orange County to the State of Arizona and is mixed with congested urban areas, rural lands and wild lands. A large number of sensitive habitats for various animal species and vegetation consist within large open space areas between major urban centers that impact building and structure location, which impedes emergency access and response. This variety in regions contributes to an increased emergency response time, which necessitates cooperation between local agencies.

B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Riverside County.

C. These topographical conditions combine to create a situation, which places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

III. Geological Conditions

Located within Riverside County are several known active and potentially active earthquake faults, including the San Andreas, San Jacinto, and Elsinore Fault. In the event of an earthquake, the location of the epicenter as well as the time of day and season of the year would have a profound effect on the number of deaths and casualties, as well as property damage.

The major form of direct damage from most earthquakes is damage to construction. Bridges are particularly vulnerable to collapse, and dam failure may generate major downstream flooding. Buildings vary in susceptibility, dependent upon construction and the types of soils on which they are built. Earthquakes destroy power and telephone lines; gas, sewer, or water mains; which, in turn, may set off fires and/or hinder firefighting or rescue efforts. The hazard of earthquakes varies from place to place, dependent upon the regional and local geology. Ground shaking may occur in areas 65 miles or more from the epicenter (the point on the ground surface above the focus). Ground shaking can change the mechanical properties of some fine grained, saturated soils, where upon they liquefy and act as a fluid (liquefaction).

A. Previous earthquakes in southern California have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. With the probability of strong aftershocks there exists a need to provide increased protection for anyone on upper floors of buildings.

B. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design accompanies with occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Riverside County that naturally have extended emergency response times that exceed the 5-minute goal.

California Health and Safety Code Sections 17958.7 and 18941.5 require that the modification or change be expressly marked and identified as to which each finding refers. Therefore, the City Council finds that the following table sets forth the 2019 California Fire Code sections that have been modified and the associated local climatic, geological and/or topographical conditions described above supporting the modification.

2016 SECTION	CODE	TITLE/SUBJECT	FINDINGS I, II, III
101.4		Severability	Administrative
102.5		Application of the residential code	I, II & III
103.4 and 103.4.1		Liability	Administrative
104.1.1		Authority of the Fire Chief and Fire Department	Administrative
104.12		Authority of the Fire Chief to close hazardous fire areas	Administrative
106.2		Fees	Administrative
106.6		Cost Recovery	Administrative
109.1		Board of Appeals established	Administrative
110.4		Violation and Penalties	Administrative
202		Fire Chief	Administrative
308.1.6.3		Sky Lanterns	I, II & III
503.2.1		Dimensions	Administrative
503.2.2		Authority	Administrative
503.6.1		Automatic opener	Administrative
503.7		Loading areas and passenger drop-offs	Administrative
507.5.7		Fire hydrant size and outlets	I & III
507.5.8		Fire hydrant street marker	I, II & III
508.1, 508.1.3, 508.1.8	508.1.1, 508.1.6,	Fire command center	I, II & III
509.2.1		Minimum clearances	I & III
606.10.1.2		Manual operation	II & III
903.2		Where required (automatic sprinkler systems)	I, II & III
903.3.5.3		Hydraulically calculated systems	I & II
3204.2.1		Minimum requirements for client leased or occupant	I, II & III
4904.3		High Fire Hazard Severity Zone Maps	Administrative
App Ch B, Table B105.2		Buildings other than one- or two-family dwellings	I, II & III
App Ch C, C103.1		Fire hydrant location	I, II & III



Staff Report

TO: Mayor and City Council Members

FROM: Pedro Rico, Chief Building Official

DATE: December 3, 2019

SUBJECT: Second Reading of an Ordinance Amending Chapter 15 of the Beaumont Municipal Code for the Adoption of the 2019 California Building Standards Code (California Code of Regulations Title 24)

Background and Analysis:

Every three years, the State of California (“State”) adopts the latest edition of the California Building Standards Code (California Code of Regulations Title 24) (“Codes”) to establish uniform standards for the construction and maintenance of buildings, electrical systems, plumbing systems, mechanical systems, and fire and life safety systems. The 2019 edition of the Codes was adopted by the California Building Standards Commission and published on July 1, 2019. Sections 17958, and 18941.5 of the California Health and Safety Code (“HSC”), require that the latest edition of the Codes apply to local construction 180 days after publication. Therefore, State law requires that the Codes become effective at the local level on January 1, 2020.

Prior to the adoption and enforcement of the Codes at the local level, State law does permit local jurisdictions to amend the Codes in certain circumstances. Pursuant to Sections 17958.5 and 17958.7 of the HSC, such local amendments can only be enacted when an express finding and determination is made that such local amendments are reasonably necessary because of local climatic (which include environmental), geological, or topographical conditions that affects the jurisdiction. California building standards law permits local amendments that are reasonably necessary provided it is a more restrictive building standard. State housing law permits local amendments that are necessary provided it is equivalent or a more restrictive building standard. Local amendments that are necessary for administrative clarification and do not modify building standards as defined in Section 18909(c) of the HSC can be enacted without the required express findings.

The Codes are amended and published in their entirety every three years by the order of State law and are amended periodically between cycles. The Codes that are to be adopted and amended by the City of Beaumont include the following:

- 2019 California Building Code (Part 2, which is based on the 2018 International Building Code); including Chapter 1, Division II, Scope and Administration and Appendix J - Grading;
- 2019 California Residential Code (Part 2.5, based on the 2018 International Residential Code); including Chapter 1, Division II, Scope and Administration, and Appendix V – Swimming Pool Safety Act;
- 2019 California Electrical Code (Part 3, based on the 2017 National Electrical Code);
- 2019 California Mechanical Code (Part 4, based on the 2018 Uniform Mechanical Code);
- 2019 California Plumbing Code (Part 5, based upon the 2018 Uniform Plumbing Code);
- 2019 California Energy Code (Part 6);
- 2019 California Historical Building Code (Part 8);
- 2019 California Existing Building Code (Part 10, based on the 2018 International Existing Building Code); and
- 2019 California Green Building Standards (Part 11, known as the “CALGreen” Code).

Staff is recommending some local administrative amendments to establish provisions for the effective enforcement of the building and construction code of the City and are a continuation of previously adopted amendments from prior code adoption cycles. Furthermore, many of these proposed amendments are consistent with those adopted by other local jurisdictions. The proposed amendments are for administrative and procedural clarification and do not modify a building standard, therefore, are enacted without the required express findings.

Fiscal Impact:

Cost of preparing this staff report, ordinance and legal review is estimated to be \$1,000.

Recommendation:

1. Waive the second full reading and adopt by title only "An Ordinance of The City Council of The City of Beaumont, California, Approving the Adoption of the 2019 Edition of the California Building Standards Code, (California Code of Regulations, Title 24), Parts 2, 2.5, 3, 4, 5, 6, 8, 10 and 11 with Amendments and Amending Portions of Chapter 15 'Buildings and Construction,' of the Beaumont Municipal Code."

City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Proposed Ordinance to Amend Chapter 15 with the 2019 Building Codes](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, APPROVING THE ADOPTION OF THE 2019 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE, (CALIFORNIA CODE OF REGULATIONS, TITLE 24), PARTS 2, 2.5, 3, 4, 5, 6, 8, 10 AND 11 WITH AMENDMENTS AND AMENDING PORTIONS OF CHAPTER 15 “BUILDINGS AND CONSTRUCTION,” OF THE BEAUMONT MUNICIPAL CODE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT, RIVERSIDE COUNTY, STATE OF CALIFORNIA AS FOLLOWS:

SECTION 1. CEQA. The City Council finds that the actions contemplated by this Ordinance are exempt from the California Environmental Quality Act (“CEQA”) pursuant to 15061(b)(3), CEQA review is not required because there is no possibility that this Ordinance may have a significant effect upon the environment and the proposed text amendments constitute a minor alteration in a land use limitation under CEQA Guidelines Section 15305, and such a land use limitation is a permissible exercise of the City’s zoning powers.

SECTION 2. Severability. The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the Ordinance enforced.

SECTION 3. Prosecution of Prior Ordinances. Neither the adoption of this Ordinance nor the repeal of any other ordinance of this City shall in any manner affect the prosecution of any violation of any City ordinance or provision of the City of Beaumont Municipal Code, committed prior to the effective date hereof, nor be construed as a waiver of any penalty or the penal provisions applicable to any violation thereof.

SECTION 4. Findings. The City Council hereby finds that the proposed amendments to the 2019 edition of the California Building Standards Code, (California Code of Regulations, Title 24), Parts 2, 2.5, 3, 4, 5, 6, 8, 10 and 11 are necessary for administrative or procedural clarification and to establish administrative standards for the effective enforcement of the Building and Construction Code of the City of Beaumont and do not modify a building standard pursuant to California Health & Safety Code Section 17958, 17958.7, and/or 18941.5.

SECTION 5. The City Council hereby repeals Title 15.03, entitled “Administration” to the Beaumont Municipal Code, in its entirety.

SECTION 6. The City Council hereby amends Title 15.04, entitled “Building Code” to the Beaumont Municipal Code, to read as:

Chapter 15.04
BUILDING CODE

Sections:

- 15.04.010** **Adoption of 2019 California Building Code**
- 15.04.020** **Amendments to the 2019 California Building Code**
- 15.04.030** **Violation—Penalty**

15.04.010 Adoption of 2019 California Building Code. Except as otherwise provided in this Chapter, the California Building Code, Title 24, California Code of Regulations, Part 2, Volumes 1 and 2, including Chapter 1, Division II - Scope and Administration, and Appendix J - Grading, including any and all amendments set forth in this chapter, and including any and all amendments thereto that may hereafter be made and adopted by the State of California, is hereby adopted as the City Building Code.

15.04.020 Amendments to the 2019 California Building Code. The 2019 California Building Code is amended in part as follows:

101.1 Title. These regulations shall be known as the Building Code of the City of Beaumont, hereinafter referred to as “this code.”

105.3.2 Time limitation of application. Applications for which no permit is issued within 12 months following the date of filing of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official. The building official may grant one or more extensions for a period not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated showing that circumstances beyond the control of the applicant which has prevented action from being taken. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 12 months after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

109.1 Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid. The following fees, the amount of which shall be established from time-to-time by action of the City Council, shall be collected prior to the issuance of a permit:

- A. Plan Check Fees and Deposits.

- B. Permit Fees.
- C. Re-inspection Fees.
- D. Special Inspection Fees
- F. Investigation Fees

When submittal documents are required by SECTION 107, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. The plan review fees specified are separate fees from and are in addition to the permit fees. When submittal documents are incomplete or changed to require additional plan review or when the project involves deferred submittal items as defined in Section 107.3.4.1, an additional plan review fee shall be charged at the rate established by the Building Official.

109.4 Work commencing before permit issuance. Whenever any work for which a permit is required by this code has been commenced on a building, structure, electrical, gas, mechanical or plumbing system, a special investigation shall be made before a permit may be issued for such work.

An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

109.5 Related fees. The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law. A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work or which inspection is called is not complete or when corrections called for are not made. It is not the intent to require re-inspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection. Re-inspection fees may be assessed when the inspection record card is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from plans requiring the approval of the building official. To obtain a re-inspection, the applicant shall pay the re-inspection fee in accordance with the fee schedule adopted by the jurisdiction. In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

109.6 Refunds. The building official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit or which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

Exception to Section 110.3.5 is deleted in its entirety.

111.3 Temporary occupancy. This section is deleted in its entirety.

Section 202 – Definitions

BUILDING OFFICIAL. The officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative. Where relevant to grading, drainage and soil investigation, Building Official shall also mean and include City Engineer/Director of Public Works or his/her designee.

J109.4 Drainage across property lines. All graded lots shall drain to the street or publicly maintained facility. Cross lot drainage may be allowed at the sole discretion of the City Engineer/Director of Public Works. Drainage across property lines shall not exceed that which existed prior to grading. Excess or concentrated drainage shall be contained onsite or directed to an approved drainage facility. Erosion of the ground in the area of discharge shall be prevented by the installation of nonerosive down drains or other devices acceptable to the City Engineer.

J110.1 General. The faces of cut and fill slopes and graded surfaces shall be prepared and maintained to control erosion. This control shall be permitted to consist of effective planting and other practicable means.

15.04.030 Violation—Penalty. Violation of the provisions of this Chapter or failure to comply with any of the requirements of the Building Code is an infraction.

SECTION 7. The City Council hereby repeals Title 15.08, entitled “Building Fees”, in its entirety.

SECTION 8. The City Council hereby repeals Title 15.10, entitled “Elevator Safety Construction Code”, in its entirety.

SECTION 9. The City Council hereby amends Title 15.11, entitled “Historical Building Code” to the Beaumont Municipal Code, to read as:

Chapter 15.11 **HISTORICAL BUILDING CODE**

Sections:

- 15.11.010 Adoption of California 2019 Historical Building Code**
- 15.11.020 Violation—Penalty**

15.11.010 Adoption of 2019 California Historical Building Code. Except as otherwise provided in this Chapter, the California Historical Building Code, Title 24, California Code of Regulations, Part 8, including any and all amendments set forth in this chapter, and including any and all amendments thereto that may hereafter be made and adopted by the State of California, is hereby adopted as the City Historical Building Code.

15.11.020 Violation—Penalty. Violation of the provisions of this Chapter or failure to comply with any of the requirements of the Historical Building Code is an infraction.

SECTION 10. The City Council hereby amends Title 15.12, entitled “Electrical Code” to the Beaumont Municipal Code, to read as:

Chapter 15.12
ELECTRICAL CODE

Sections:

- 15.12.010 Adoption of California 2019 Electrical Code**
- 15.12.020 Violation—Penalty**

15.12.010 Adoption of 2019 California Electrical Code. Except as otherwise provided in this Chapter, the California Electrical Code, Title 24, California Code of Regulations, Part 3, including any and all amendments set forth in this chapter, and including any and all amendments thereto that may hereafter be made and adopted by the State of California, is hereby adopted as the City Electrical Code.

15.12.020 Violation—Penalty.

A. Violation of the provisions of this Chapter or failure to comply with any of the requirements of the Electrical Code is an infraction.

B. It shall be a violation of this Chapter, punishable as an infraction, for any person, firm or corporation to make connection from a source of electrical energy to an installation for which a permit is required, unless such person, firm or corporation has obtained a certificate of approval from the building inspector that such wiring devices, appliances or equipment are in conformity with all the requirements of this code.

SECTION 11. The City Council hereby amends Title 15.13, entitled “California Existing Building Code” to the Beaumont Municipal Code, to read as:

Chapter 15.13
CALIFORNIA EXISTING BUILDING CODE

Sections:

- 15.13.010 Adoption of California 2019 Existing Building Code**

15.13.020 Violation—Penalty

15.13.010 Adoption of 2019 California Existing Building Code. Except as otherwise provided in this Chapter, the California Existing Building Code, Title 24, California Code of Regulations, Part 10, including any and all amendments set forth in this chapter, and including any and all amendments thereto that may hereafter be made and adopted by the State of California, is hereby adopted as the City Existing Building Code.

15.13.020 Violation—Penalty. Violation of the provisions of this Chapter or failure to comply with any of the requirements of the Existing Building Code is an infraction.

SECTION 12. The City Council hereby amends Title 15.15, entitled “Residential Code” to the Beaumont Municipal Code, to read as:

Chapter 15.15
RESIDENTIAL CODE

Sections:

- 15.15.010 Adoption of the 2019 California Residential Code**
- 15.15.020 Amendments to the 2019 California Residential Code**
- 15.15.030 Violation—Penalty**

15.15.010 Adoption of the 2019 California Residential Code. Except as otherwise provided in this Chapter, the California Residential Code, Title 24 California Code of Regulations, Part 2.5, including Chapter 1, Division II - Scope and Administration, and Appendix V – Swimming Pool Safety Act, including any and all amendments set forth in this chapter, and including any and all amendments thereto that may hereafter be made and adopted by the State of California, is hereby adopted as the City Residential Code.

15.04.020 Amendments to the 2019 California Residential Code. The 2019 California Residential Code is amended in part as follows:

R101.1 Title. These regulations shall be known as the Building Code of the City of Beaumont, hereinafter referred to as “this code.”

R105.3.2 Time limitation of application. Applications for which no permit is issued within 12 months following the date of filing of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official. The building official may grant one or more extensions for a period not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated showing that circumstances beyond the control of the applicant which has prevented action from being taken. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

R105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 12 months after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

R108.1 Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid. The following fees, the amount of which shall be established from time-to-time by action of the City Council, shall be collected prior to the issuance of a permit:

- A. Plan Check Fees and Deposits.
- B. Permit Fees.
- C. Re-inspection Fees.
- D. Special Inspection Fees
- F. Investigation Fees

When submittal documents are required by SECTION R106, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. The plan review fees specified are separate fees from and are in addition to the permit fees. When submittal documents are incomplete or changed to require additional plan review or when the project involves deferred submittal items, an additional plan review fee shall be charged at the rate established by the Building Official.

R108.3 Building permit valuations. The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official.

R108.4 Related fees. The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law. A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work or which inspection is called is not complete or when corrections called for are not made. It is not the intent to require re-inspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection. Re-inspection fees may be assessed when the inspection record card is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from

plans requiring the approval of the building official. To obtain a re-inspection, the applicant shall pay the re-inspection fee in accordance with the fee schedule adopted by the jurisdiction. In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

R108.5 Refunds. The building official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit or which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

R108.6 Work commencing before permit issuance. Whenever any work for which a permit is required by this code has been commenced on a building, structure, electrical, gas, mechanical or plumbing system, a special investigation shall be made before a permit may be issued for such work.

An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

R110.4 Temporary occupancy. This section is deleted in its entirety.

Section R202 – Definitions

BUILDING OFFICIAL. The officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative. Where relevant to grading, drainage and soil investigation, Building Official shall also mean and include City Engineer/Director of Public Works or his/her designee.

AV100.2 construction permit; Safety features required.

(a) Except as provided in Section AV100.5, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall be equipped with item #1 and at least one additional of the following seven drowning prevention features:

1. An enclosure that meets the requirements of Section AV100.3 and isolates the swimming

pool or spa from the private single-family home. Any walls of the residential structure or accessory structures used to complete the isolation enclosure must have its door openings equipped with protection as required in AV100.2 (a) #4 or #5. Any such door protection device provided for this purpose may not be used to comply with the second drowning prevention feature requirement.

2. Removable mesh fencing that meets American Society for Testing and Materials (ASTM) Specifications F2286 standards in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device. The mesh fencing setback shall be not less than 20 inches (508 mm) from the water's edge.
3. An approved safety pool cover, as defined in Section AV100.1.
4. Exit alarms on the private single-family home's doors that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating notification that "the door to the pool is open."
5. A self-closing, self-latching device with a release mechanism placed no lower than 54 inches (1372 mm) above the floor on the private single-family home's doors providing direct access to the swimming pool or spa.
6. An alarm that, when placed in a swimming pool or spa will sound upon detection of accidental or unauthorized entrance into the water. The alarm shall meet and be independently certified to the ASTM Standard F2208 "Standard Safety Certification of Residential Pool Alarms," which includes surface motion, pressure, sonar, laser and infrared type alarms. A swimming protection alarm feature designed for individual use, includes an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water, is not a qualifying drowning prevention safety feature.
7. Other means of protection, if the degree of protection afforded is equal to or greater that that afforded by any of the features set forth above and has been independently verified by an approved testing laboratory as meeting standards for those features established by the ASTM or the America Society of Mechanical Engineers (ASME)."

AV100.3 Enclosure; required characteristics. An enclosure shall have all of the following characteristics:

1. Any access gates through the enclosure open away from the swimming pool and are self-closing with a self-latching device placed no lower than 60 inches (1524 mm) above the ground.
2. A minimum height of 60 inches (1524 mm).
3. A maximum vertical clearance from the ground to the bottom of the enclosure of 2 inches (51 mm).
4. Gaps or voids, if any, do not allow passage of a sphere equal to or greater than 4 inches (102 mm) in diameter.

5. An outside surface free of protrusions, cavities or other physical characteristics that would serve as handholds or footholds that could enable a child below the age of five years to climb over. In order to be considered non-climbable the following minimum standards apply:
 - a. Horizontal members which would allow gasping and/or footholds must be separated a minimum of 45 inches (1143 mm).
 - b. The maximum opening formed by a chain link fence shall be not more than 1¼ inches (32 mm).
 - c. There shall be a clear zone of not less than 36 inches (914 mm) between the exterior of the enclosure and any permanent structures or equipment such as pumps, filters and heaters that can be used to climb the enclosure.

15.15.030 Violation—Penalty. Violation of the provisions of this Chapter or failure to comply with any of the requirements of the Residential Code is an infraction.

SECTION 13. The City Council hereby amends Title 15.16, entitled “Plumbing Code” to the Beaumont Municipal Code, to read as:

Chapter 15.16
PLUMBING CODE

Sections:

- 15.16.010** **Adoption of 2019 California Plumbing Code**
15.16.020 **Violation—Penalty**

15.16.010 Adoption of California 2019 Plumbing Code. Except as otherwise provided in this Chapter, the California Plumbing Code, Title 24, California Code of Regulations, Part 5, including any and all amendments set forth in this chapter, and including any and all amendments thereto that may hereafter be made and adopted by the State of California, is hereby adopted as the Plumbing Code of the City.

15.16.020 Violation—Penalty. Violation of the provisions of this Chapter or failure to comply with any of the requirements of the Plumbing Code is an infraction.

SECTION 14. The City Council hereby amends Title 15.17, entitled “Mechanical Code” to the Beaumont Municipal Code, to read as:

Chapter 15.17
MECHANICAL CODE

Sections:

- 15.17.010 Adoption of California 2019 Mechanical Code**
- 15.17.020 Violation—Penalty**

15.17.010 Adoption of 2019 California Mechanical Code. Except as otherwise provided in this Chapter, the California Mechanical Code, Title 24, California Code of Regulations, Part 4, including any and all amendments set forth in this chapter, and including any and all amendments thereto that may hereafter be made and adopted by the State of California, is hereby adopted as the Mechanical Code of the City.

15.17.020 Violation—Penalty. Violation of the provisions of this Chapter or failure to comply with any of the requirements of the Mechanical Code is an infraction.

SECTION 15. The City Council hereby amends Title 15.19, entitled “Energy Code” to the Beaumont Municipal Code, to read as:

Chapter 15.19
ENERGY CODE

Sections:

- 15.19.010 Adoption of 2019 California Energy Code**
- 15.19.020 Violation—Penalty**

15.19.010 Adoption of 2019 California Energy Code. Except as otherwise provided in this Chapter, the California Energy Code, Title 24, California Code of Regulations, Part 6, including any and all amendments set forth in this chapter, and including any and all amendments thereto that may hereafter be made and adopted by the State of California, is hereby adopted as the City Energy Code.

15.19.020 Violation—Penalty. Violation of the provisions of this Chapter or failure to comply with any of the requirements of the Energy Code is an infraction.

SECTION 16. The City Council hereby amends Title 15.22, entitled “Green Building Standards” to the Beaumont Municipal Code, to read as:

Chapter 15.22
GREEN BUILDING STANDARDS CODE

Sections:

- 15.22.010 Adoption of 2019 California Green Building Standards Code**
- 15.22.020 Violation—Penalty**

15.22.010 Adoption of 2019 California Green Building Standards Code. Except as otherwise provided in this Chapter, the California Green Building Standards Code, Title 24, California Code of Regulations, Part 11, including any and all amendments set forth in this chapter, and including any and all amendments thereto that may hereafter be made and adopted by the State of California, is hereby adopted as the City Green Building Code.

15.22.020 Violation—Penalty. Violation of the provisions of this Chapter or failure to comply with any of the requirements of the Green Building Code is an infraction.

SECTION 17. Effective Date and Publication. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within 15 days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect 30 days after adoption in accordance with Government Code Section 36937.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Beaumont, California, approves an amendment to the City Code.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Beaumont, California, held on the ____ day of November, 2019, by the following roll call vote:

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

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Beaumont, California, held on the ____ day of _____, 2019.

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

Julio Martinez III, Mayor

Attest: _____
Steven Mehlman, City Clerk

Approved as to form:

John O. Pinkney, City Attorney



Staff Report

TO: Mayor and City Council Members
 FROM: Jeff Hart, Public Works Director
 DATE: December 3, 2019
 SUBJECT: Performance Bond Acceptance and Security Agreement for Pardee Tract 37298-1 Street and Storm Drain Improvements

Background and Analysis:

The City requires all developers to provide security for public improvements consisting of, but not limited to, sewer improvements, street improvements, storm drain improvements, utility improvements, and monument improvements. The bonded improvements listed in Table 1 will be constructed by Pardee Homes.

Pardee Homes:

Pardee Homes will construct street and storm drain improvements for Tract 37298-1, which is part of the Sundance Specific Plan residential development. Tract 37298-1 is located between Cougar Way and Wilson Avenue/8th Street, in the City of Banning. These public improvements will be constructed within Highland Springs Avenue in both City of Banning and City of Beaumont right of way. Public improvements will consist of asphalt, sidewalk, curb, gutter, curb ramps, driveway approaches, cross gutters, striping, street lights, and storm drain improvements.

The following table includes the development name, bond number, type of improvement, and the developer submitting the security agreement:

Table 1. Developer, Bond Number, Bond Type, and Type of Improvement				
Bond #	Bond Type	Type of Improvement	Development/Tract #	Developer
CMS331828	Performance	Street Improvement	Sundance /37298-1	Pardee Homes
CMS331829	Performance	Storm Drain Improvement	Sundance /37298-1	Pardee Homes

Staff has reviewed the security agreements along with the performance and payment bonds and determined that they are consistent with the City's municipal code. Staff recommends the City Council accept the bonds listed in Table 1.

Fiscal Impact:

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

Recommendation:

1. Accept the following bonds and security agreements:
 - Performance bond no. CMS331828 for street improvements for Tract 37298-1
 - Performance bond no. CMS331829 for storm drain improvements for Tract 37298-1



City Manager Review: Todd Parton
City Manager

Attachments:

[A. Bond No. CMS331828 and security agreement for street improvements Tract 37298-1, and associated improvement plans](#)

[B. Bond No. CMS331829 and security agreement for storm drain improvements Tract 37298-1, and associated improvement plans](#)

Rev. 02/25/2015

Basic Gov (Sales Force) # PW2018-0235

File # 3291

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

(Tract Map/Parcel Map/Plot Plan No. 37298-1) *Street Imp. Plans*

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

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 37298-1, (“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 Atwell Street Improvements Highland Springs Avenue West of Centerline from Wilson to the SCE Easement.

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

CITY OF BEAUMONT

By _____
Mayor

Date

DEVELOPER

By  _____
Jeff Chambers
10-31-19

Date

Title: VP Community Development

Address: Pardee Homes
1250 Corona Pointe Court, Ste. 600
Corona, CA 92879

Basic Gov (Sales Force) # PW2018-0235
File # 3291

EXHIBIT "A"

Bond No: CMS331828
Premium: \$4,677.00

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Pardee Homes (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated October 31, 2019, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 37298-1, which is hereby incorporated herein and made a part hereof; and Atwell Street Improvements Highland Springs Avenue West of Centerline from Wilson to the SCE Easement

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 RLI Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Million One Hundred Sixty Nine Thousand * dollars (\$ 1,169,183.61) 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. *One Hundred Eighty Three & 61/100

The condition of this obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on October 30, 2019.

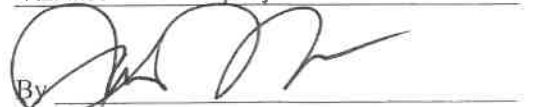
PRINCIPAL:

SURETY:

Pardee Homes

RLI Insurance Company

By 
Jeff Chambers

By 
Janina Monroe, Attorney-In-Fact

Title VP Community Development

Title _____

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 OCT 30 2019 before me, Brianne Davis, Notary Public
(Here insert name and title of the officer)

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Brianne Davis
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 30th day of September, 2019.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 30th day of September, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 30th day of OCT 30 2019.

By: Gretchen L. Johnnigk
Gretchen L. Johnnigk Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
 County of Riverside } s.s.

On October 31, 2019 before me, Ana E. Chavez Perez, Notary Public
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

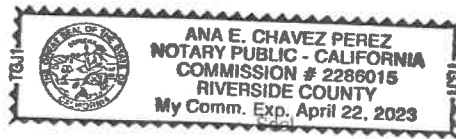
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public



OPTIONAL INFORMATION

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

Description of Attached Document

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

containing _____ pages, and dated _____.

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

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

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

Additional Information
Method of Signer Identification
Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____
Notary contact: _____
Other <input type="checkbox"/> Additional Signer <input type="checkbox"/> Signer(s) Thumbprints(s) <input type="checkbox"/> _____

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Pardee Homes (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated October 31, 2019, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 37298-1, which is hereby incorporated herein and made a part hereof; and Atwell Street Improvements Highland Springs Avenue West of Centerline from Wilson to the SCE Easement

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of One Million One Hundred Sixty Nine * dollars (\$ 1,169,183.61), 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. *Thousand One Hundred Eighty Three & 61/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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


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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on October 30, 2019.

PRINCIPAL:

Pardee Homes
By 
Jeff Chambers
Title VP Community Development

SURETY:

RLI Insurance Company
By 
Title Janina Monroe, Attorney-In-Fact

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On OCT 30 2019 before me, Brianne Davis, Notary Public
(Here insert name and title of the officer)

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that
~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by
~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Brianne Davis
Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 30th day of September, 2019.



RLI Insurance Company
Contractors Bonding and Insurance Company
By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 30th day of September, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 30th day of September.

By: Gretchen L. Johnnigk Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jean M. Stephenson Corporate Secretary



California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside } s.s.

On October 31, 2019 before me, Ana E. Chavez Perez, Notary Public
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

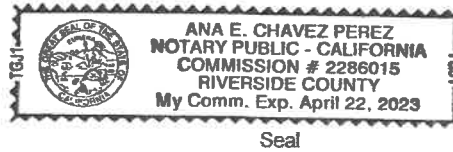
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public



OPTIONAL INFORMATION

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

Description of Attached Document

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

containing _____ pages, and dated _____.

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

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

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

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

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

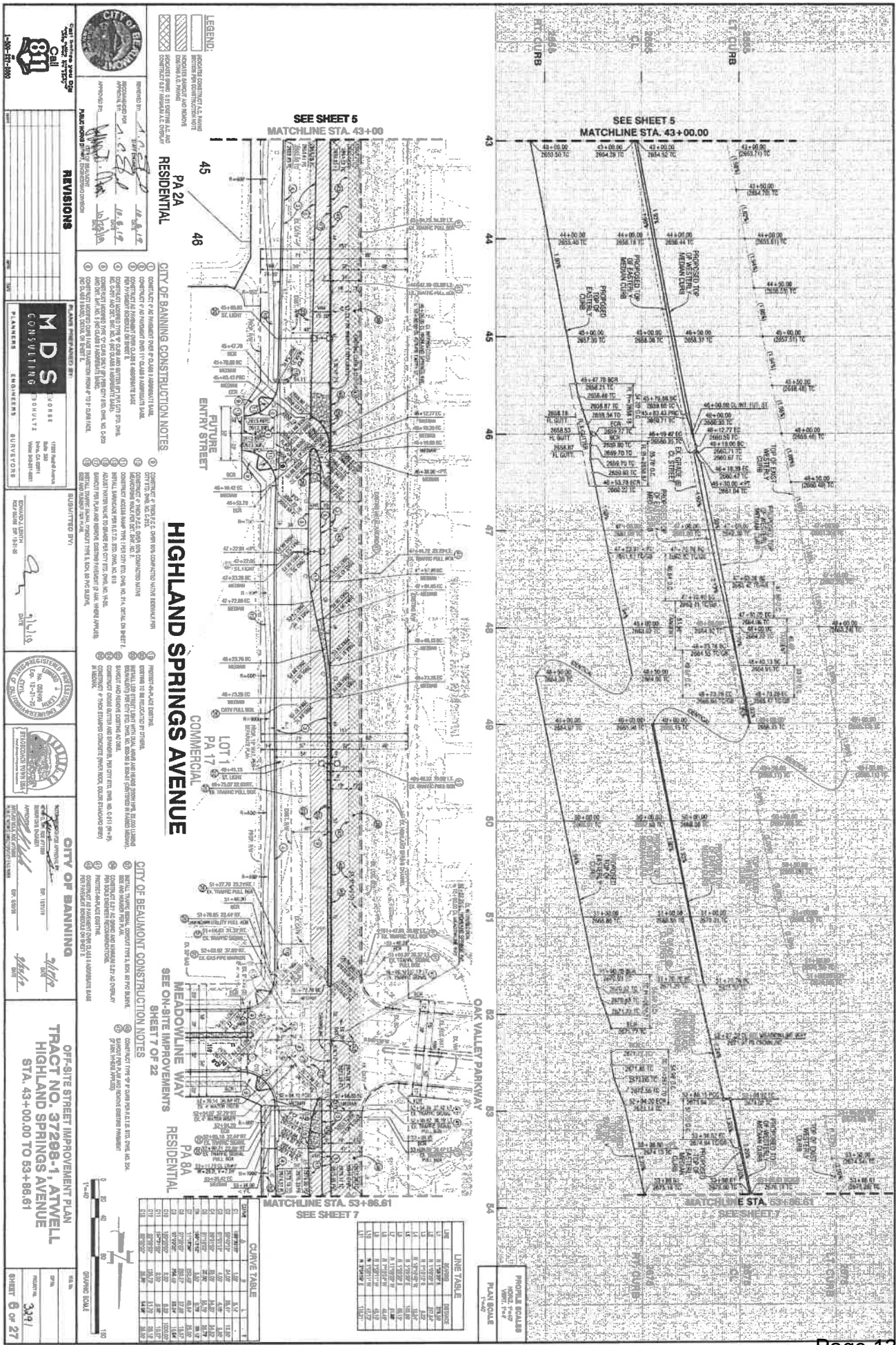
Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer
- Signer(s) Thumbprints(s)



CITY OF BEAUMONT
 Seal of the City of Beaumont, Texas, established 1838.

LEGEND:
 [Symbol] EXISTING CONSTRUCTION
 [Symbol] PROPOSED CONSTRUCTION
 [Symbol] EXISTING UTILITIES
 [Symbol] PROPOSED UTILITIES

REVISIONS:

NO.	DATE	DESCRIPTION
1	10/1/19	ISSUED FOR PERMITS
2	10/1/19	ISSUED FOR PERMITS
3	10/1/19	ISSUED FOR PERMITS
4	10/1/19	ISSUED FOR PERMITS
5	10/1/19	ISSUED FOR PERMITS
6	10/1/19	ISSUED FOR PERMITS
7	10/1/19	ISSUED FOR PERMITS
8	10/1/19	ISSUED FOR PERMITS
9	10/1/19	ISSUED FOR PERMITS
10	10/1/19	ISSUED FOR PERMITS

PA 2A
RESIDENTIAL

PA 17
COMMERCIAL

PA 8A
RESIDENTIAL

TRAJECT NO. 37298-1, ATWELL
HIGHLAND SPRINGS AVENUE
STA. 43+00.00 TO 53+86.61

CITY OF BEAUMONT CONSTRUCTION NOTES:

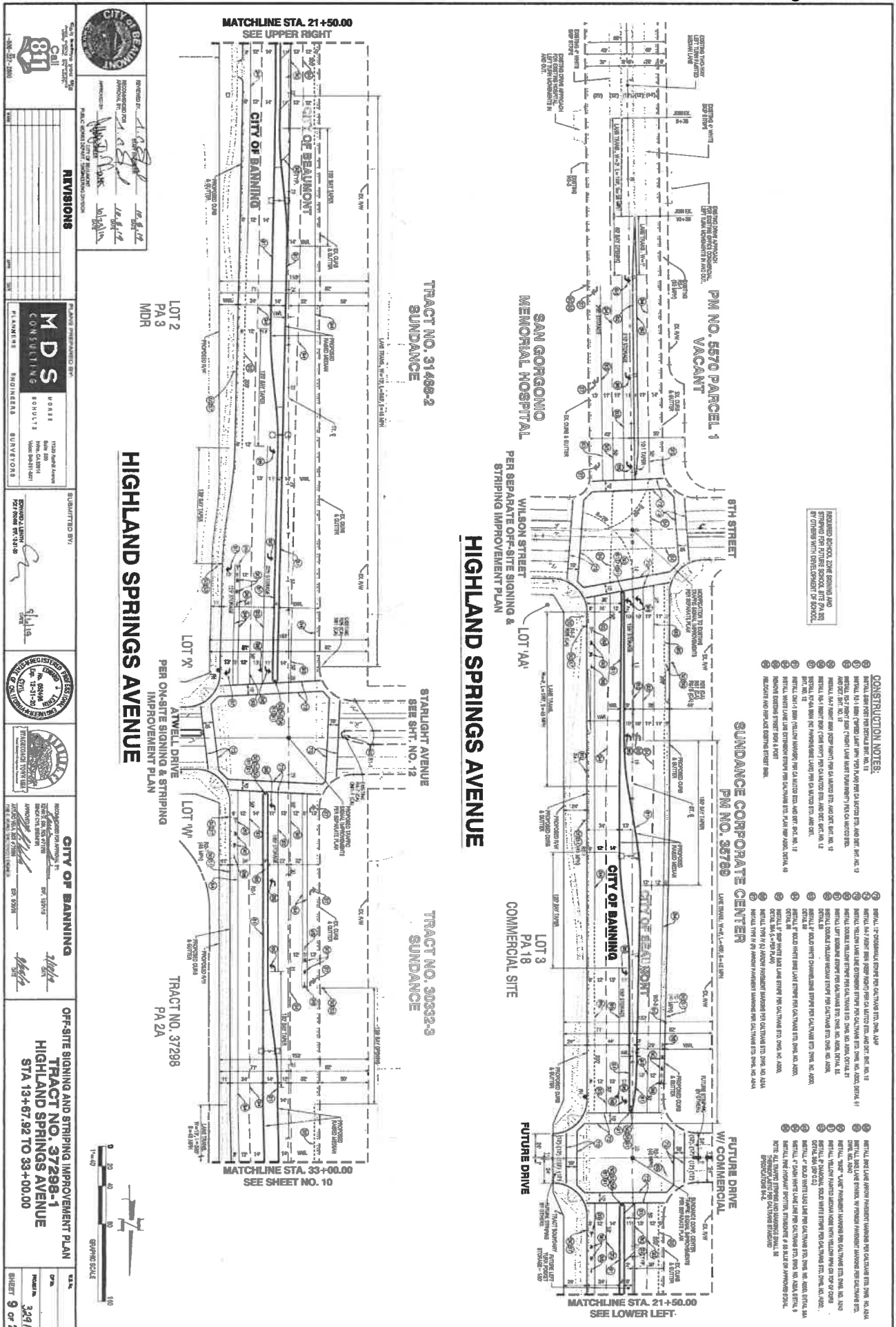
- CONTRACTOR TO MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES.
- CONTRACTOR TO MAINTAIN ALL EXISTING CURBS AND SIDEWALKS.
- CONTRACTOR TO MAINTAIN ALL EXISTING DRIVEWAYS AND PATIO AREAS.
- CONTRACTOR TO MAINTAIN ALL EXISTING FENCES AND WALLS.
- CONTRACTOR TO MAINTAIN ALL EXISTING TREES AND LANDSCAPING.
- CONTRACTOR TO MAINTAIN ALL EXISTING SIGNAGE AND MARKINGS.
- CONTRACTOR TO MAINTAIN ALL EXISTING LIGHTING AND ELECTRICAL SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING WATER AND SEWER SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING GAS AND OIL SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING TELEPHONE AND CABLE SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING AIR CONDITIONING SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING ROOFING SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING FOUNDATIONS AND STRUCTURES.
- CONTRACTOR TO MAINTAIN ALL EXISTING EXTERIOR FINISHES.
- CONTRACTOR TO MAINTAIN ALL EXISTING INTERIOR FINISHES.
- CONTRACTOR TO MAINTAIN ALL EXISTING MECHANICAL SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING ELECTRICAL SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING PLUMBING SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING HEATING SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING COOLING SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING INSULATION SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING WINDOW AND DOOR SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING FLOORING SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING WALL SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING CEILING SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING ROOF SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING GUTTER SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING DRAINAGE SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING PAVING SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING CONCRETE SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING MASONRY SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING METAL SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING WOOD SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING OTHER SYSTEMS.

CITY OF BEAUMONT CONSTRUCTION NOTES:

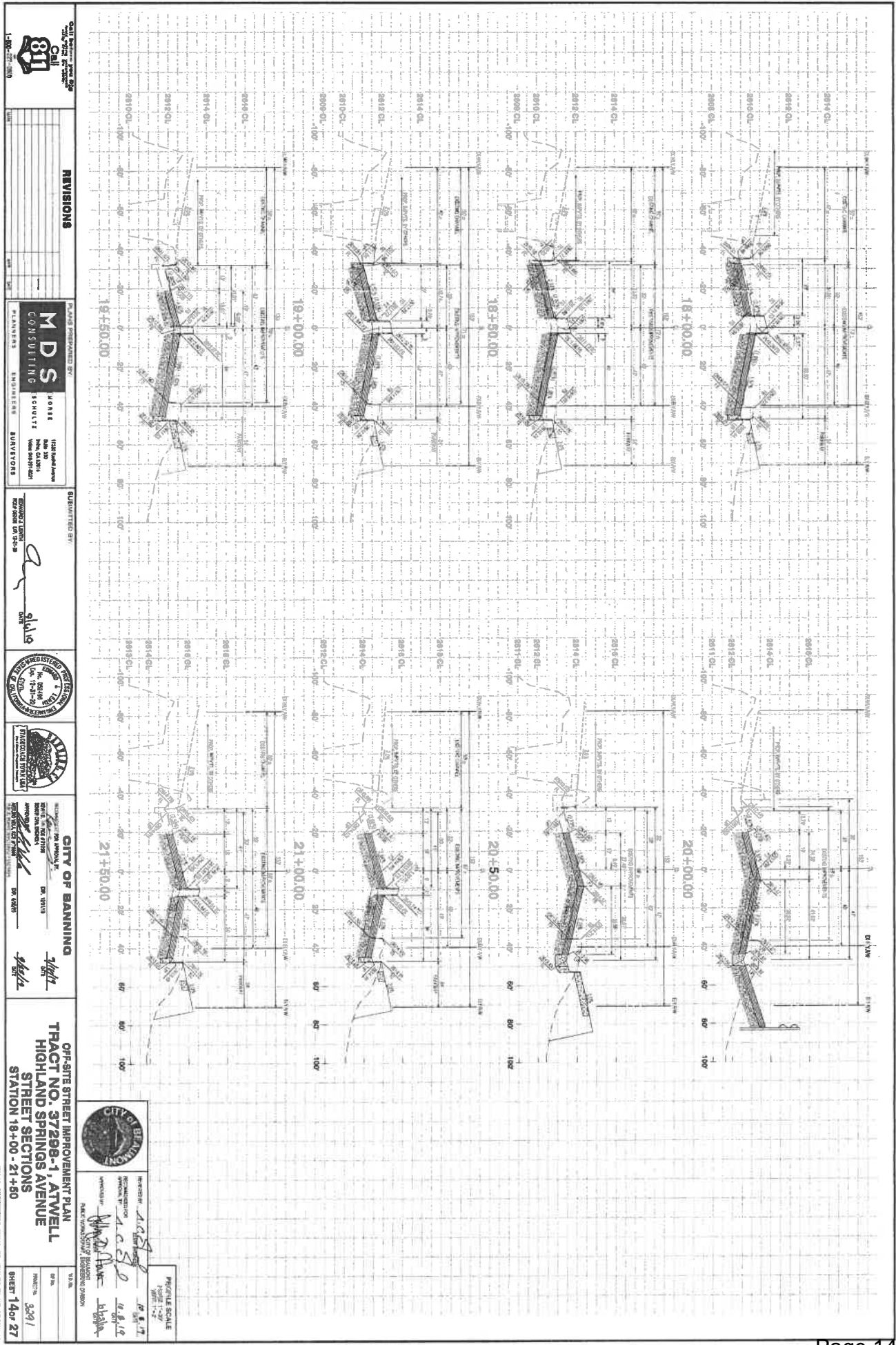
- CONTRACTOR TO MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES.
- CONTRACTOR TO MAINTAIN ALL EXISTING CURBS AND SIDEWALKS.
- CONTRACTOR TO MAINTAIN ALL EXISTING DRIVEWAYS AND PATIO AREAS.
- CONTRACTOR TO MAINTAIN ALL EXISTING FENCES AND WALLS.
- CONTRACTOR TO MAINTAIN ALL EXISTING TREES AND LANDSCAPING.
- CONTRACTOR TO MAINTAIN ALL EXISTING SIGNAGE AND MARKINGS.
- CONTRACTOR TO MAINTAIN ALL EXISTING LIGHTING AND ELECTRICAL SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING WATER AND SEWER SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING GAS AND OIL SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING TELEPHONE AND CABLE SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING AIR CONDITIONING SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING ROOFING SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING FOUNDATIONS AND STRUCTURES.
- CONTRACTOR TO MAINTAIN ALL EXISTING EXTERIOR FINISHES.
- CONTRACTOR TO MAINTAIN ALL EXISTING INTERIOR FINISHES.
- CONTRACTOR TO MAINTAIN ALL EXISTING MECHANICAL SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING ELECTRICAL SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING PLUMBING SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING HEATING SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING COOLING SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING INSULATION SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING WINDOW AND DOOR SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING FLOORING SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING WALL SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING CEILING SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING ROOF SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING GUTTER SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING DRAINAGE SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING PAVING SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING CONCRETE SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING MASONRY SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING METAL SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING WOOD SYSTEMS.
- CONTRACTOR TO MAINTAIN ALL EXISTING OTHER SYSTEMS.

CLAVE TABLE

LINE	DESCRIPTION	DATE
1	EXISTING	10/1/19
2	PROPOSED	10/1/19
3	EXISTING UTILITIES	10/1/19
4	PROPOSED UTILITIES	10/1/19
5	EXISTING CURBS AND SIDEWALKS	10/1/19
6	PROPOSED CURBS AND SIDEWALKS	10/1/19
7	EXISTING DRIVEWAYS AND PATIO AREAS	10/1/19
8	PROPOSED DRIVEWAYS AND PATIO AREAS	10/1/19
9	EXISTING FENCES AND WALLS	10/1/19
10	PROPOSED FENCES AND WALLS	10/1/19
11	EXISTING TREES AND LANDSCAPING	10/1/19
12	PROPOSED TREES AND LANDSCAPING	10/1/19
13	EXISTING SIGNAGE AND MARKINGS	10/1/19
14	PROPOSED SIGNAGE AND MARKINGS	10/1/19
15	EXISTING LIGHTING AND ELECTRICAL SYSTEMS	10/1/19
16	PROPOSED LIGHTING AND ELECTRICAL SYSTEMS	10/1/19
17	EXISTING WATER AND SEWER SYSTEMS	10/1/19
18	PROPOSED WATER AND SEWER SYSTEMS	10/1/19
19	EXISTING GAS AND OIL SYSTEMS	10/1/19
20	PROPOSED GAS AND OIL SYSTEMS	10/1/19
21	EXISTING TELEPHONE AND CABLE SYSTEMS	10/1/19
22	PROPOSED TELEPHONE AND CABLE SYSTEMS	10/1/19
23	EXISTING AIR CONDITIONING SYSTEMS	10/1/19
24	PROPOSED AIR CONDITIONING SYSTEMS	10/1/19
25	EXISTING ROOFING SYSTEMS	10/1/19
26	PROPOSED ROOFING SYSTEMS	10/1/19
27	EXISTING FOUNDATIONS AND STRUCTURES	10/1/19
28	PROPOSED FOUNDATIONS AND STRUCTURES	10/1/19
29	EXISTING EXTERIOR FINISHES	10/1/19
30	PROPOSED EXTERIOR FINISHES	10/1/19
31	EXISTING INTERIOR FINISHES	10/1/19
32	PROPOSED INTERIOR FINISHES	10/1/19
33	EXISTING MECHANICAL SYSTEMS	10/1/19
34	PROPOSED MECHANICAL SYSTEMS	10/1/19
35	EXISTING ELECTRICAL SYSTEMS	10/1/19
36	PROPOSED ELECTRICAL SYSTEMS	10/1/19
37	EXISTING PLUMBING SYSTEMS	10/1/19
38	PROPOSED PLUMBING SYSTEMS	10/1/19
39	EXISTING HEATING SYSTEMS	10/1/19
40	PROPOSED HEATING SYSTEMS	10/1/19
41	EXISTING COOLING SYSTEMS	10/1/19
42	PROPOSED COOLING SYSTEMS	10/1/19
43	EXISTING INSULATION SYSTEMS	10/1/19
44	PROPOSED INSULATION SYSTEMS	10/1/19
45	EXISTING WINDOW AND DOOR SYSTEMS	10/1/19
46	PROPOSED WINDOW AND DOOR SYSTEMS	10/1/19
47	EXISTING FLOORING SYSTEMS	10/1/19
48	PROPOSED FLOORING SYSTEMS	10/1/19
49	EXISTING WALL SYSTEMS	10/1/19
50	PROPOSED WALL SYSTEMS	10/1/19
51	EXISTING CEILING SYSTEMS	10/1/19
52	PROPOSED CEILING SYSTEMS	10/1/19
53	EXISTING ROOF SYSTEMS	10/1/19
54	PROPOSED ROOF SYSTEMS	10/1/19
55	EXISTING GUTTER SYSTEMS	10/1/19
56	PROPOSED GUTTER SYSTEMS	10/1/19
57	EXISTING DRAINAGE SYSTEMS	10/1/19
58	PROPOSED DRAINAGE SYSTEMS	10/1/19
59	EXISTING PAVING SYSTEMS	10/1/19
60	PROPOSED PAVING SYSTEMS	10/1/19
61	EXISTING CONCRETE SYSTEMS	10/1/19
62	PROPOSED CONCRETE SYSTEMS	10/1/19
63	EXISTING MASONRY SYSTEMS	10/1/19
64	PROPOSED MASONRY SYSTEMS	10/1/19
65	EXISTING METAL SYSTEMS	10/1/19
66	PROPOSED METAL SYSTEMS	10/1/19
67	EXISTING WOOD SYSTEMS	10/1/19
68	PROPOSED WOOD SYSTEMS	10/1/19
69	EXISTING OTHER SYSTEMS	10/1/19
70	PROPOSED OTHER SYSTEMS	10/1/19



TRACT NO. 37298-1, OFF-SITE SINGING AND STRIPING IMPROVEMENT PLAN, HIGHLAND SPRINGS AVENUE



CALL BEFORE YOU DIG
 811
 1-800-251-5870

REVISIONS

NO.	DATE	DESCRIPTION

DESIGNED BY: **MDS CONSULTING**
 ENGINEERS
 PLANNERS

PROJECT NO. 37298-1
 HIGHLAND SPRINGS AVENUE
 STATION 18+00 - 21+50

QUANTITY BY: *[Signature]*
 DATE: 10/15/18



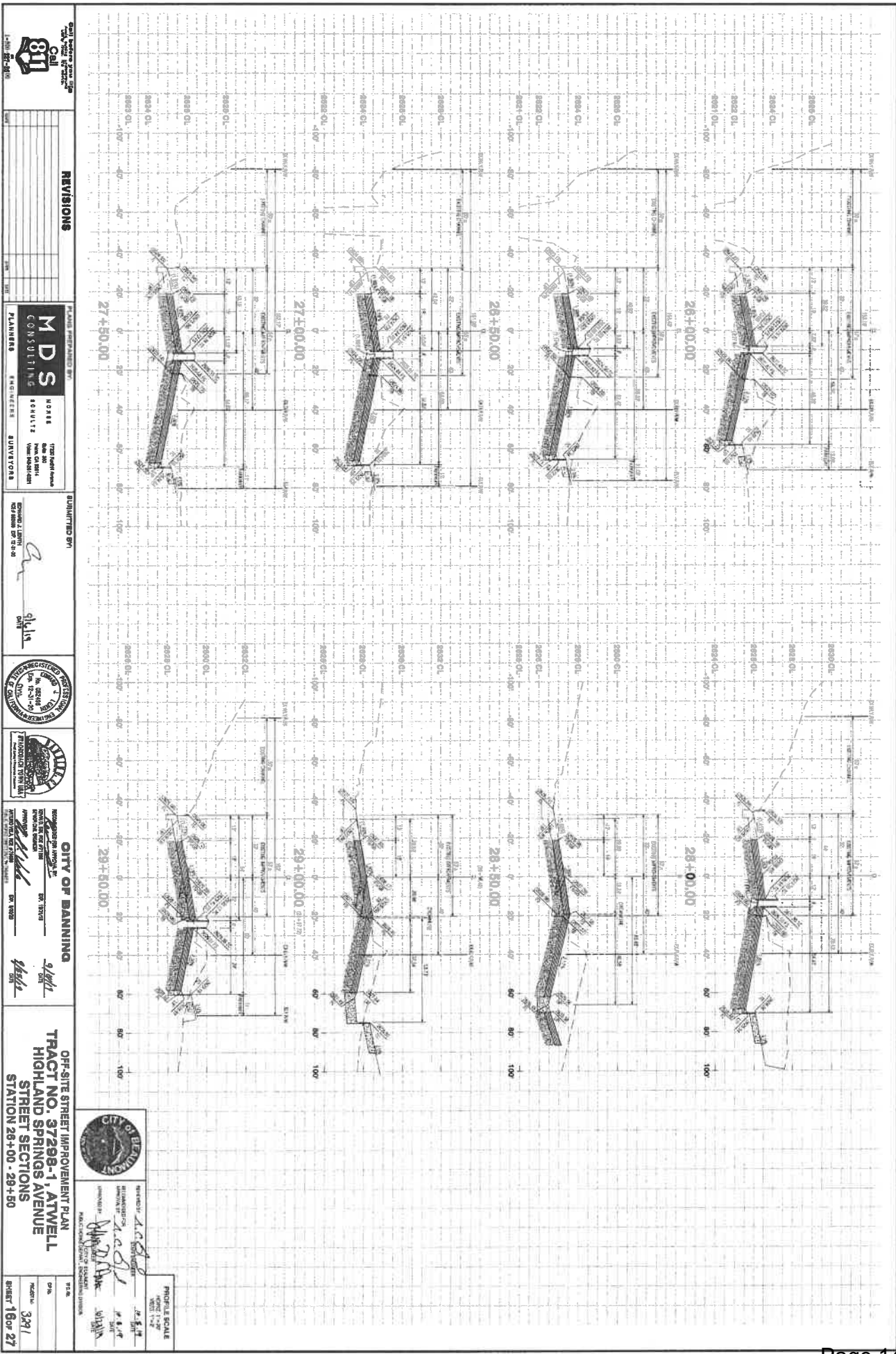
CITY OF BANNING
 ENGINEER: *[Signature]*
 DATE: 10/15/18

TRAFFIC ENGINEER
 DATE: 10/15/18

OFF-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37298-1 ATWELL
HIGHLAND SPRINGS AVENUE
STATION 18+00 - 21+50

SHEET 14 OF 27

PROJECT NO. 37298-1
 DATE: 10/15/18



REVISIONS

NO.	DATE	BY	DESCRIPTION

PLANS PREPARED BY
MDS CONSULTING ENGINEERS SURVEYORS
 MDS CONSULTING ENGINEERS SURVEYORS
 1700 Westwood
 Suite 101
 Westwood, CA 91385
 (818) 709-1100

QUANTIFIED BY
 [Signature]
 [Signature]

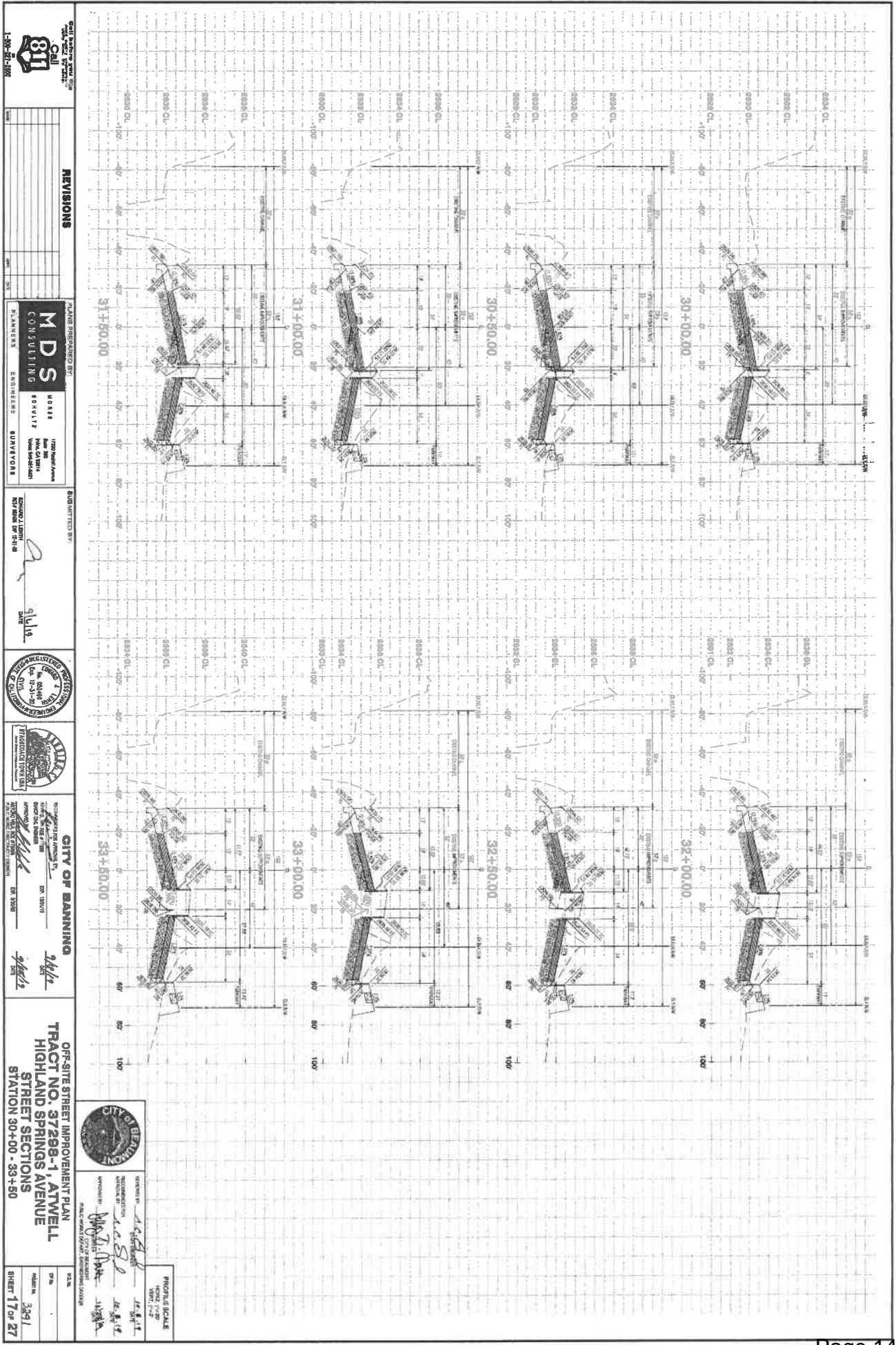


CITY OF BANNING
 ENGINEER
 [Signature]
 [Signature]

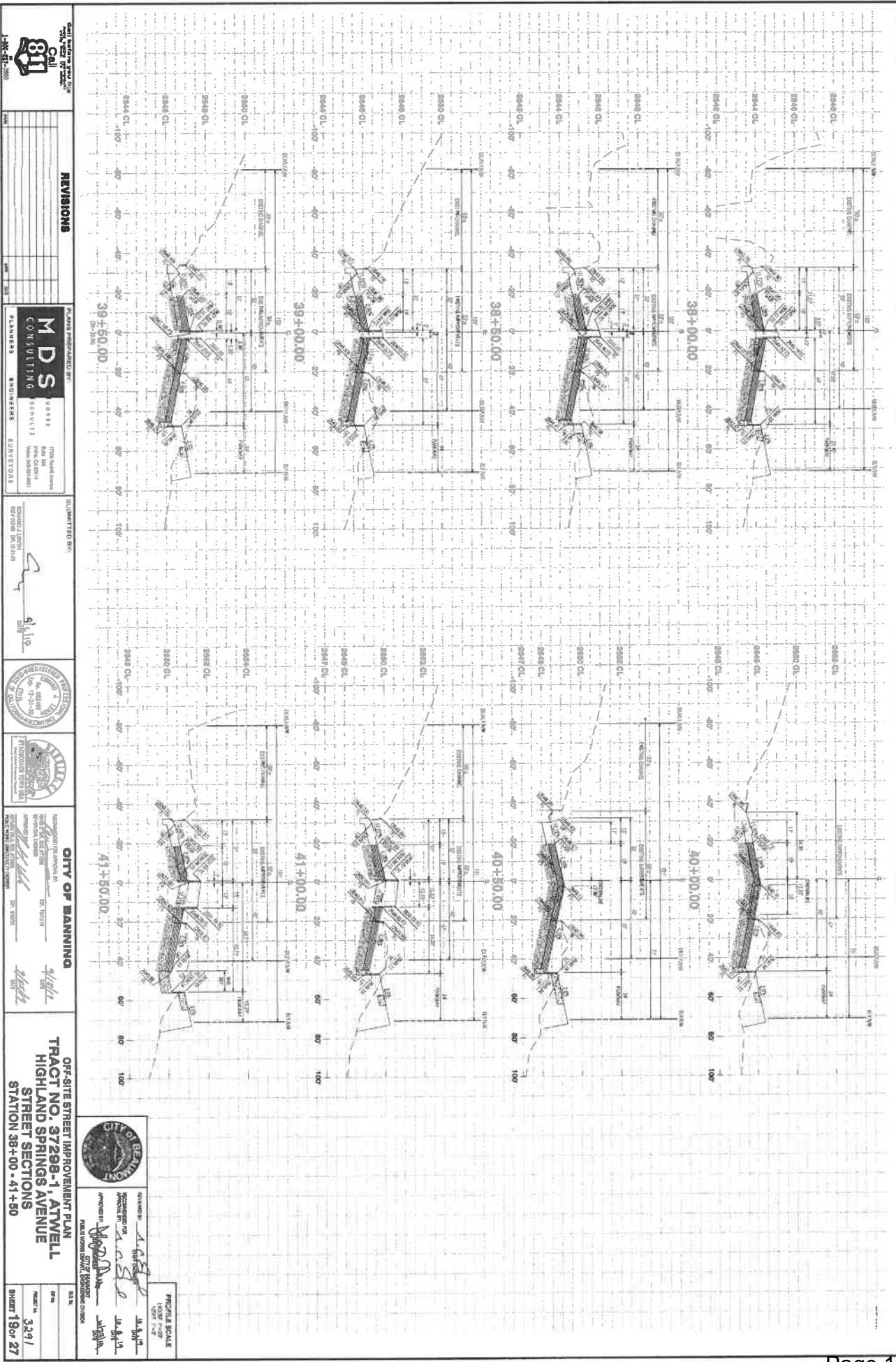
OFF-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37298-1, ATWELL
HIGHLAND SPRINGS AVENUE
STATION 28+00 - 29+50

PROJECT SCALE
 HORIZONTAL: 1" = 40'
 VERTICAL: 1" = 5'

SHEET 18 OF 27



TRACT NO. 37298-1, OFF-SITE STREET IMPROVEMENT PLAN, HIGHLAND SPRINGS AVENUE



Call before you dig
811
1-800-87-7000

REVISIONS

NO.	DATE	DESCRIPTION

PLANS PREPARED BY
MDS CONSULTING
ENGINEERS SURVEYORS

7720 North Avenue
Mesa, AZ 85205
Phone: 480-948-8881
Fax: 480-948-8882

SUBMITTED BY



DATE



CITY OF BANNING

MANAGED BY
APPROVED BY
DATE



OFF-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37298-1, ATWELL
HIGHLAND SPRINGS AVENUE
STATION 38+00 - 41+50

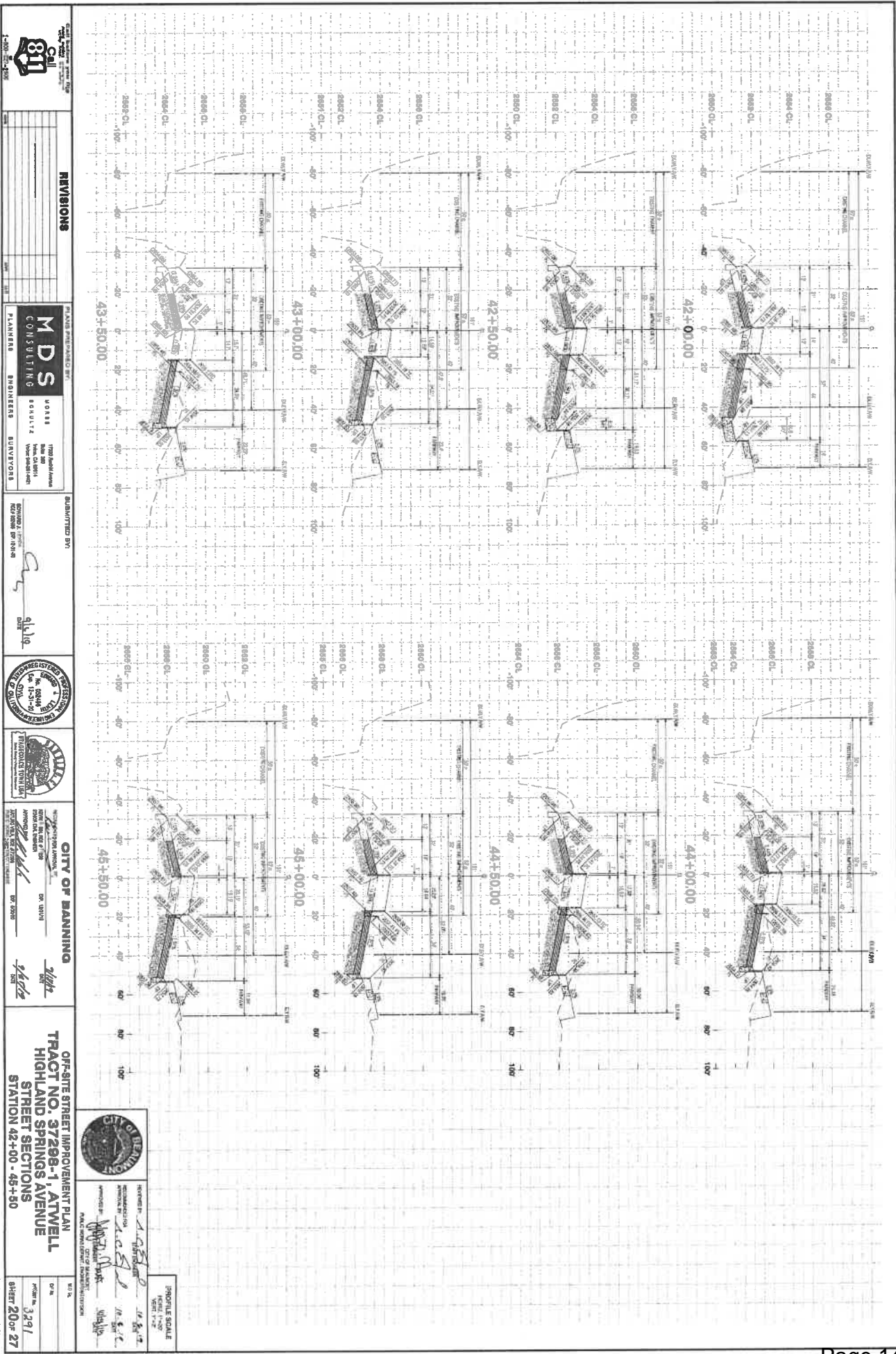
DATE: 3/29/17
SHEET 19 OF 27

CITY OF BANNING

APPROVED BY
DATE



DATE



REVISIONS

NO.	DATE	DESCRIPTION

MDS CONSULTING ENGINEERS
 1700 Woodlawn
 Suite 201
 York, PA 17403
 Phone: 717-765-1111
 Fax: 717-765-1112
 Email: info@mds-engineers.com

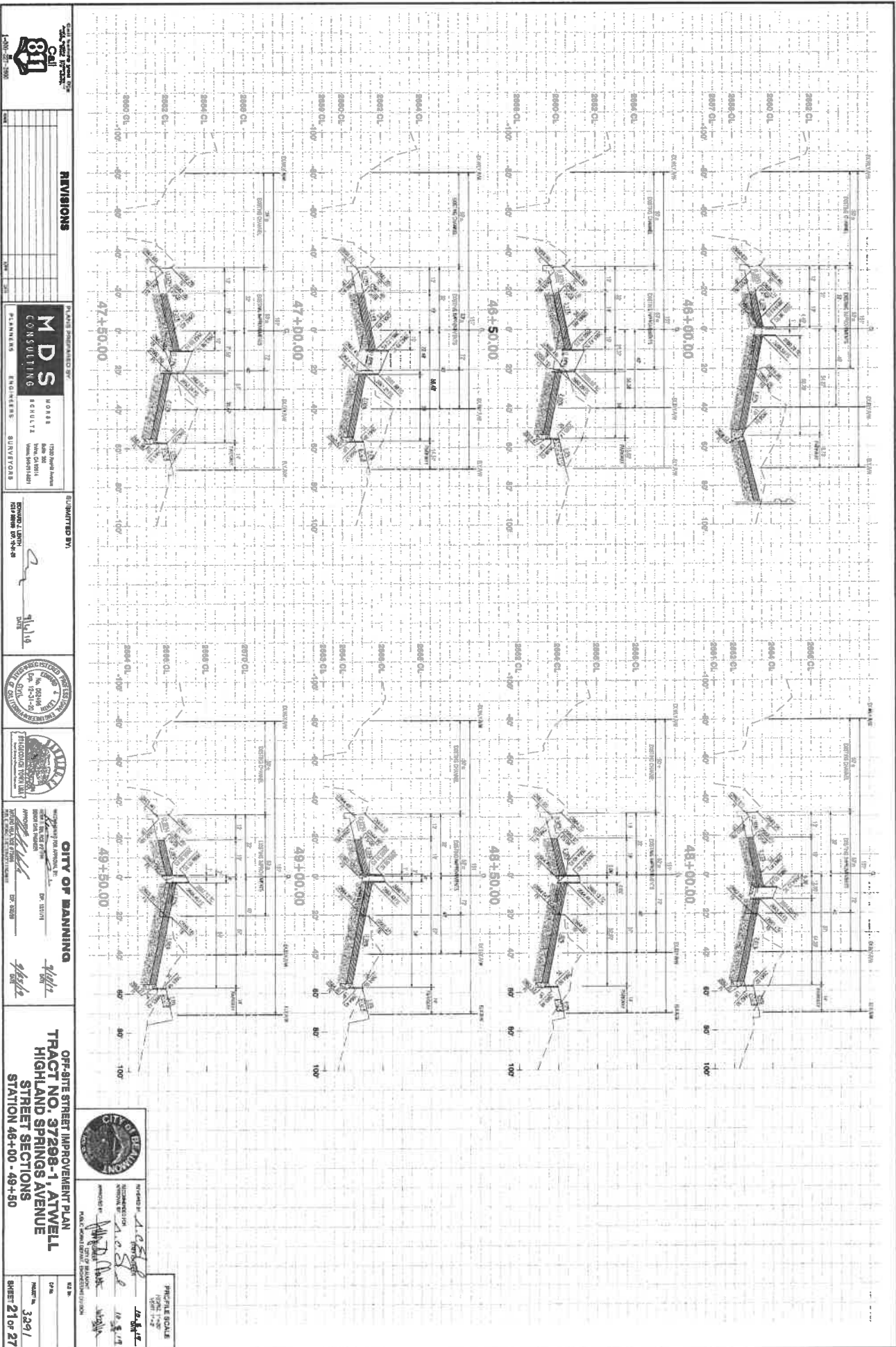
Submitted by: *[Signature]*
 Date: 9/1/10



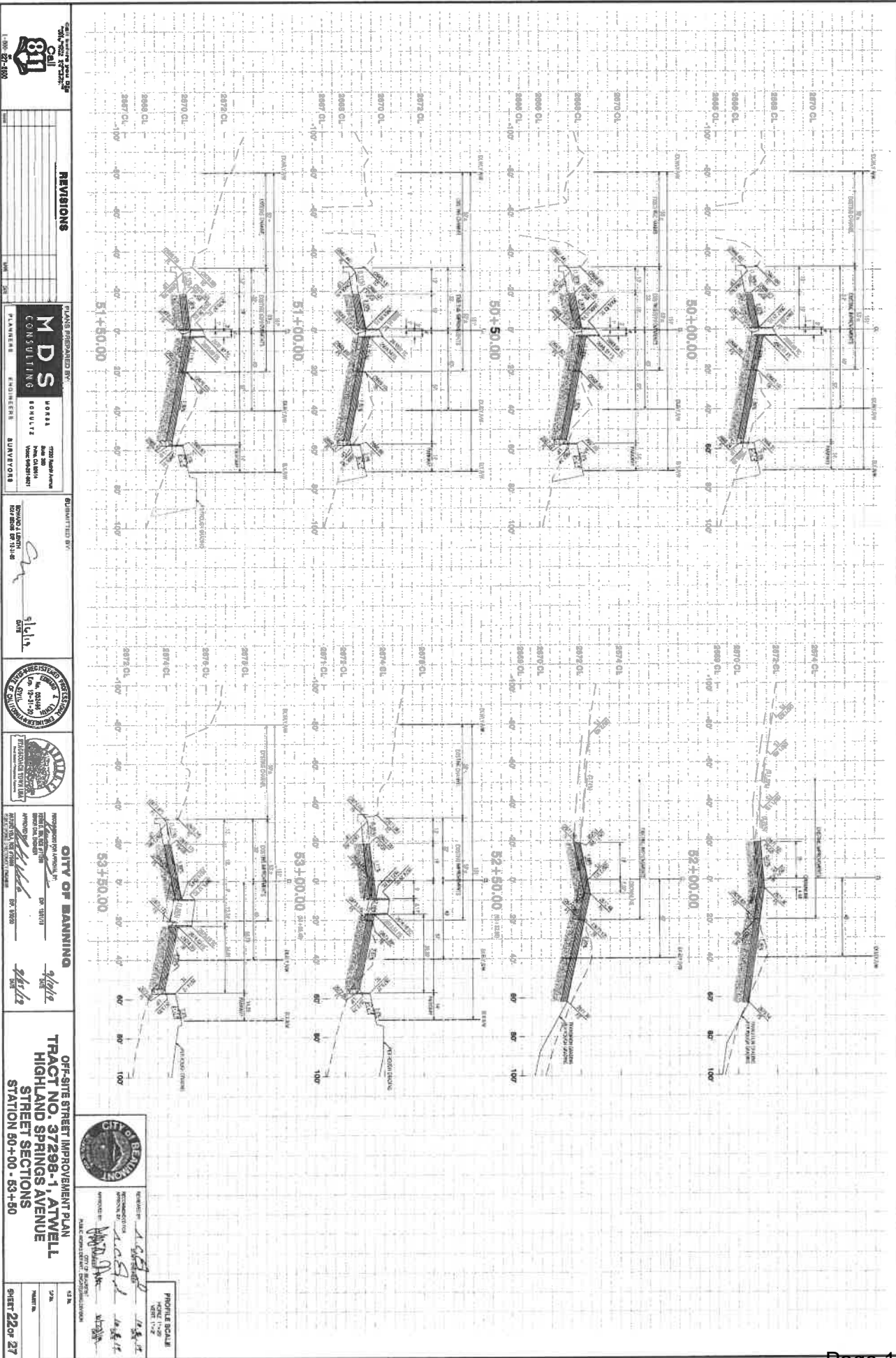
CITY OF BANNING
 City Engineer: *[Signature]*
 Date: 9/1/10

OFF-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37298-1, ATWELL
HIGHLAND SPRINGS AVENUE
STREET SECTIONS
STATION 42+00 - 48+50

PROJECT NO. 3291
 SHEET 20 OF 27



<p>City of Banning 37298-1 Highland Springs Avenue Station 48+00 - 48+50</p>	<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION							<p>PLANS PREPARED BY MDS CONSULTING ENGINEERS SURVEYORS</p> <p>1700 North Main Banning, CA 92403 Phone: (951) 861-1111 Fax: (951) 861-1112</p>	<p>QUANTITY BY <i>[Signature]</i> DATE: 11/16/16</p>	<p>REGISTERED PROFESSIONAL ENGINEER No. 52544 Exp. 12/31/17 CITY OF BANNING</p>	<p>REGISTERED PROFESSIONAL SURVEYOR No. 12345 Exp. 12/31/17 CITY OF BANNING</p>	<p>CITY OF BANNING APPROVED BY: <i>[Signature]</i> DATE: 07/20/16</p>	<p>OFF-SITE STREET IMPROVEMENT PLAN TRACT NO. 37298-1 ATWELL HIGHLAND SPRINGS AVENUE STREET SECTIONS STATION 48+00 - 48+50</p>	<p>PROJECT SCALE AS SHOWN</p> <p>DATE: 11/16/16</p> <p>BY: <i>[Signature]</i></p>
		NO.	DATE	DESCRIPTION													
<p>DATE: 11/16/16</p> <p>BY: <i>[Signature]</i></p>																	



REVISIONS

NO.	DATE	DESCRIPTION

PLANS PREPARED BY:
MDS CONSULTING ENGINEERS
 2020 Market Avenue
 Palm Springs, CA 92262
 Phone: 760-325-1111
 Fax: 760-325-1112
 Website: www.mds-engineers.com

DESIGNED BY:
 [Signature]
 DATE: 5/11/12

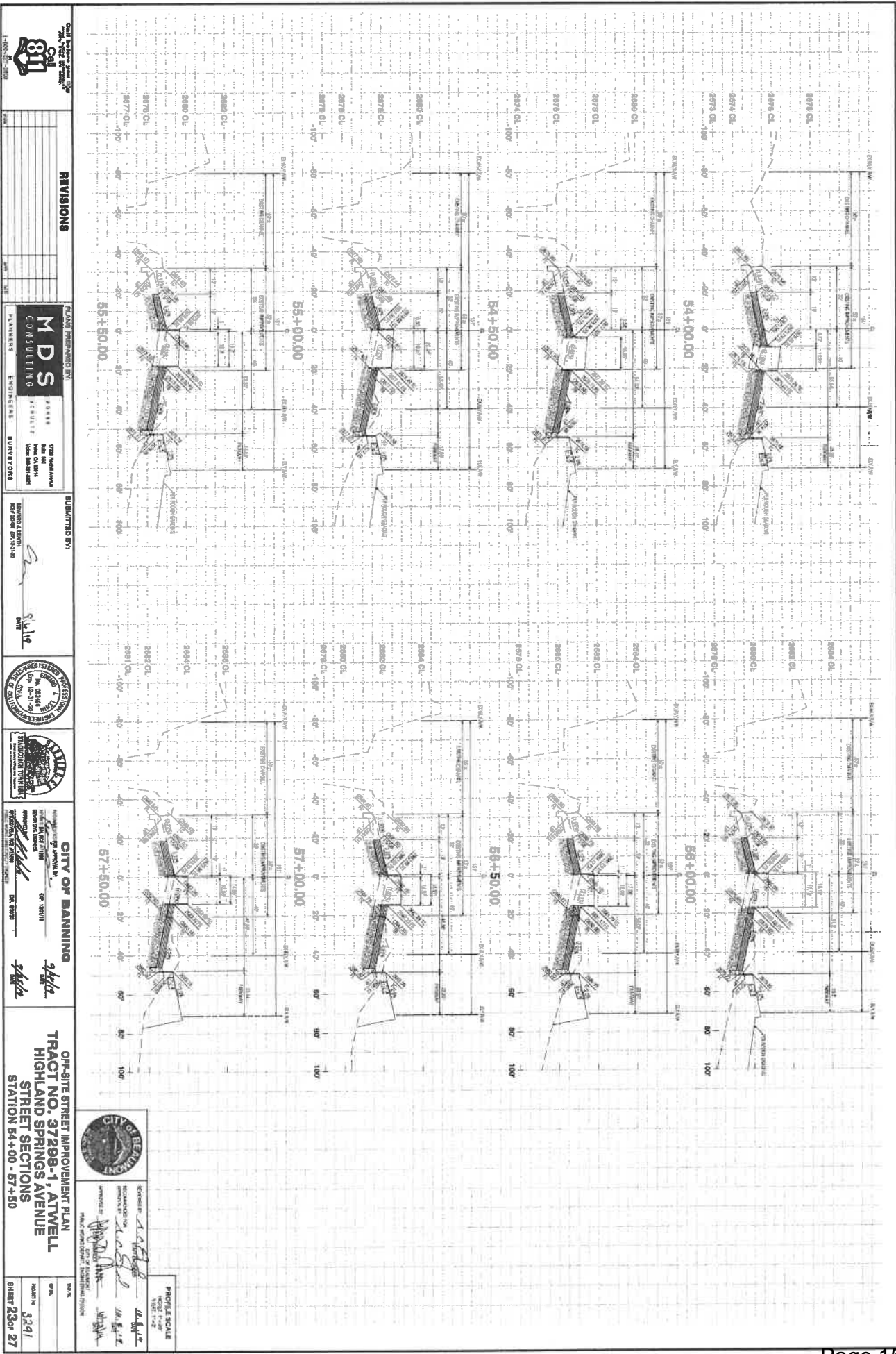


CITY OF BANNING
 PROJECT NO. 37298-1
 APPROVED BY: [Signature]
 DATE: 5/11/12

OFF-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37298-1, ATWELL
HIGHLAND SPRINGS AVENUE
STATION 50+00 - 53+50
SHEET 22 OF 27



PROF. SEAL
 REGISTERED PROFESSIONAL ENGINEER
 M. S. S. No. 12-13-01
 STATE OF CALIFORNIA



Call before you dig
811
1-800-4-A-SAFE

REVISIONS

NO.	DATE	DESCRIPTION

PLANS PREPARED BY:
MDS CONSULTING ENGINEERS SURVEYORS

1720 North Ave
Waco, TX 76798
Phone: 817-871-1111
Fax: 817-871-1112

SUBMITTED BY:

[Signature]
DATE: 9/11/12

CITY OF BANNING

APPROVED BY: *[Signature]*
DATE: 9/11/12

OFF-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37298-1, ATWELL
HIGHLAND SPRINGS AVENUE
STATION 54+00 - 57+50

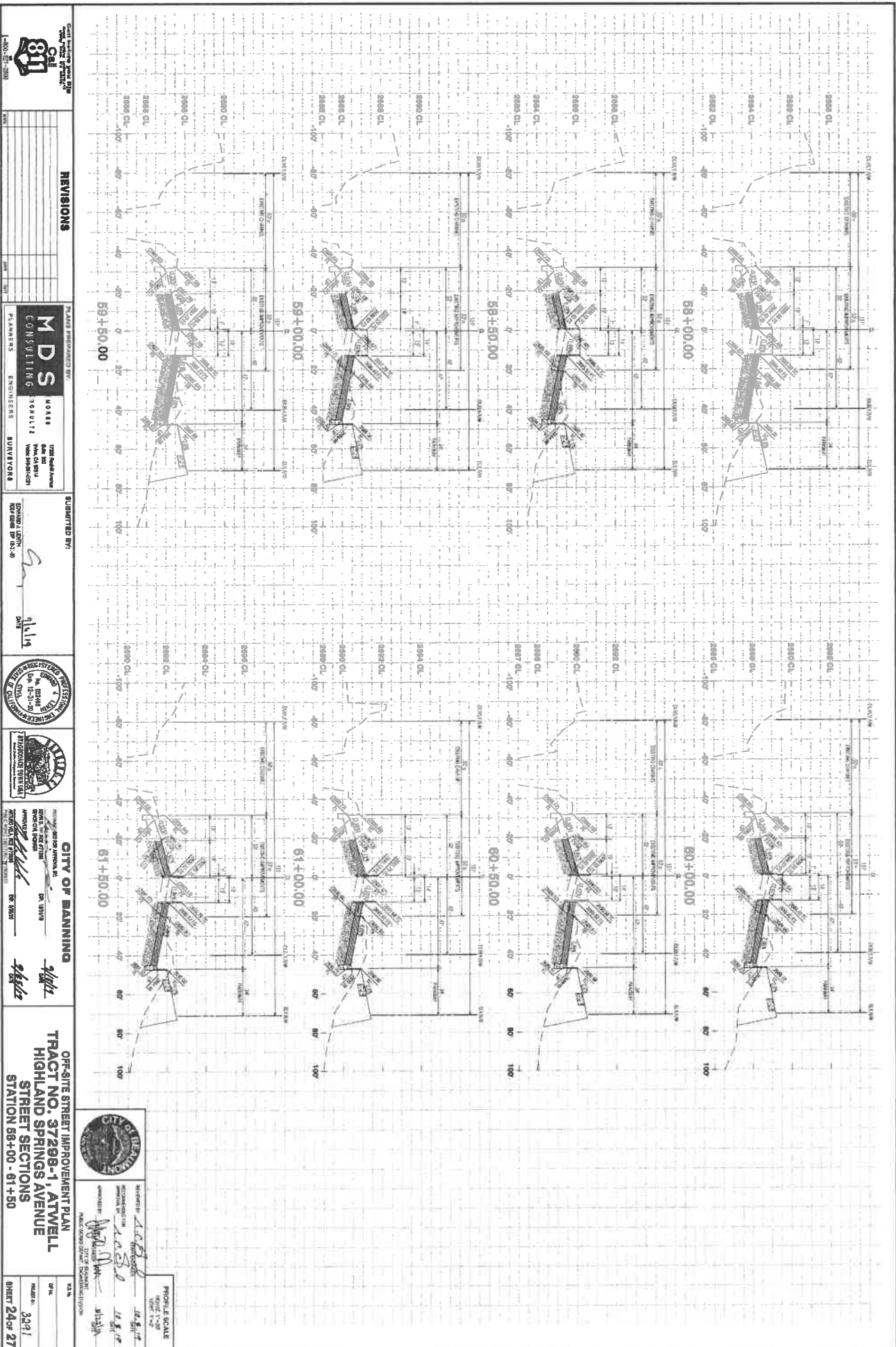
CITY OF BANNING

ENGINEER: *[Signature]*
CHECKED BY: *[Signature]*
APPROVED BY: *[Signature]*

SCALE: 1" = 40'

DATE: 9/11/12

TRACT NO. 37298-1, OFF-SITE STREET IMPROVEMENT PLAN, HIGHLAND SPRINGS AVENUE



REVISIONS

NO.	DATE	DESCRIPTION

MDS CONSULTING ENGINEERS

1200 Northshore
Banning, CA 92506
Phone: 951-851-1111
Fax: 951-851-1112

SUBMITTED BY: *[Signature]*

DATE: 9/1/19



CITY OF BANNING

APPROVED BY: *[Signature]*

DATE: 9/1/19

[Signature]

OFF-SITE STREET IMPROVEMENT PLAN

TRACT NO. 37298-1, ATWELL

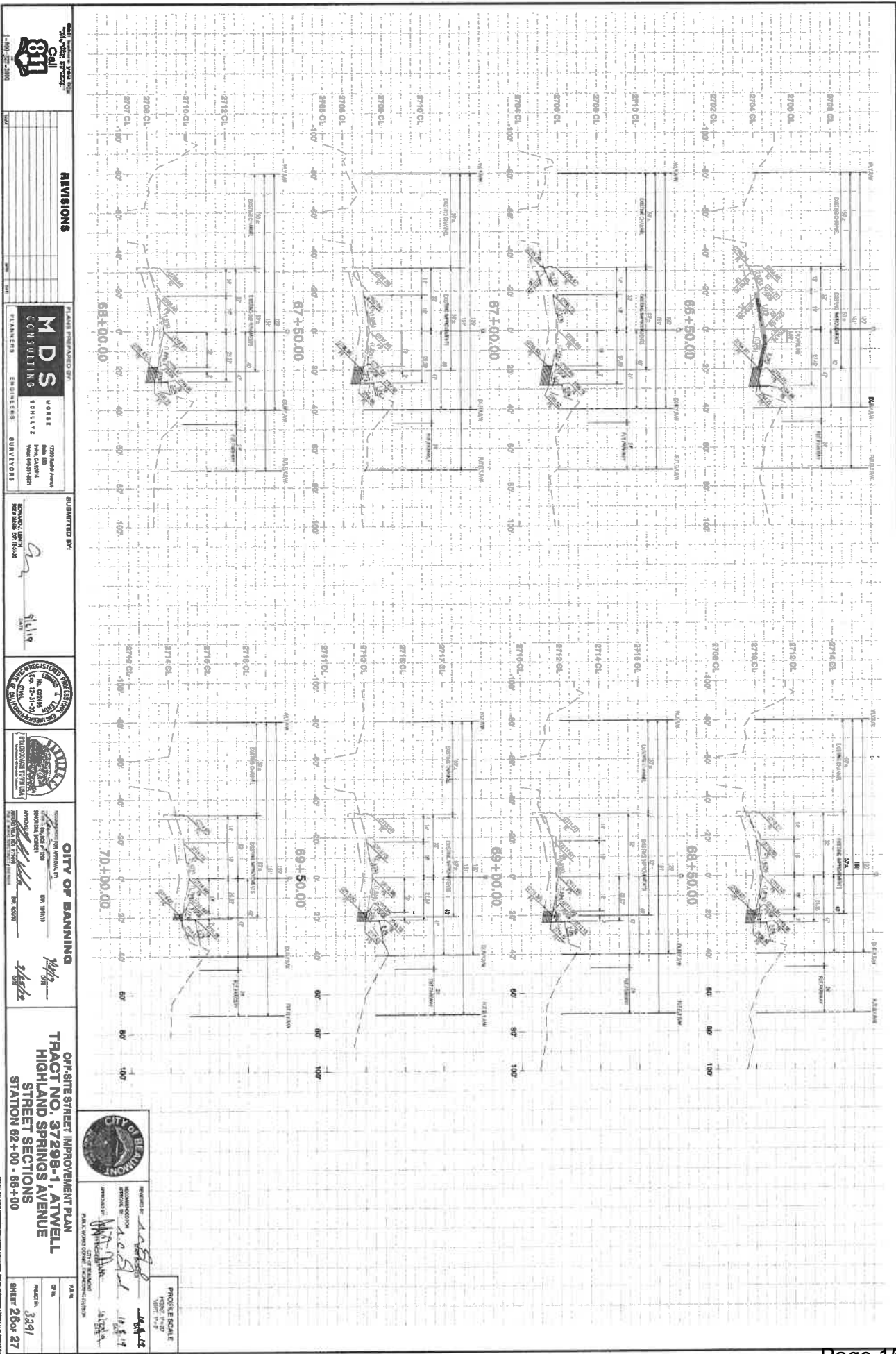
HIGHLAND SPRINGS AVENUE

STREET SECTIONS

STATION 58+00 - 61+50

SHEET 24 OF 27

TRACT NO. 37298-1, OFF-SITE STREET IMPROVEMENT PLAN, HIGHLAND SPRINGS AVENUE



REVISIONS

NO.	DATE	DESCRIPTION

PLANNED BY: **MDS CONSULTING ENGINEERS**

DESIGNED BY: **ROBERT SCHULTZ**

CHECKED BY: **WALTER SUAREZ**

DATE: **10/19/17**

SUBMITTED BY: *[Signature]*

DATE: **10/19/17**



CITY OF BANNING

APPROVED BY: *[Signature]*

DATE: **10/19/17**

OFF-SITE STREET IMPROVEMENT PLAN

TRACT NO. 37298-1, ATWELL

HIGHLAND SPRINGS AVENUE

STREET SECTIONS

STATION 62+00 - 69+00

PROJECT NO: **3291**

SHEET: **28 OF 27**

Rev. 02/25/2015

Basic Gov (Sales Force) # PW2018-0237
File # 3292

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

(Tract Map/Parcel Map/Plot Plan No. 37298-1) Storm Drain Imp.

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

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 37298-1, (“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 Atwell Storm Drain Improvements Highland Springs Avenue West of Centerline from Wilson to the SCE Easement.

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BEAUMONT

By _____
Mayor

Date

~~DEVELOPER~~

By Jeff Chambers
Jeff Chambers

November 5, 2019
Date

Title: VP Community Development

Address: Pardee Homes
1250 Corona Pointe Court, Ste. 600
Corona, CA 92879

Basic Gov (Sales Force) # 7152018-0237
File # 3292

Bond No: CMS331829
Premium: \$146.00

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Pardee Homes (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated November 5, 2019, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 37298-1, which is hereby incorporated herein and made a part hereof; and Atwell Storm Drain Improvements Highland Springs Avenue West of Centerline from Wilson to the SCE Easement.

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 RLI Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Thirty Six Thousand Five Hundred Eighty One & 50/100 dollars (\$ 36,581.50) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on November 5, 2019.

PRINCIPAL:

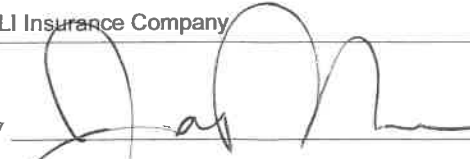
Pardee Homes

By 
Jeff Chambers

Title VP Community Development

SURETY:

RLI Insurance Company

By 

Title Janina Monroe, Attorney-In-Fact

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On NOV 05 2019 before me, Brianne Davis, Notary Public,
(Here insert name and title of the officer)

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that
~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by
~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Brianne Davis

Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 30th day of September, 2019.



RLI Insurance Company
Contractors Bonding and Insurance Company
By: Barton W. Davis
Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 30th day of September, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this NOV 05 2019 day of NOV 05 2019.

By: Gretchen L. Johnnigk
Gretchen L. Johnnigk Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside } s.s.

On November 5, 2019 before me, Ana E. Chavez Perez, Notary Public
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

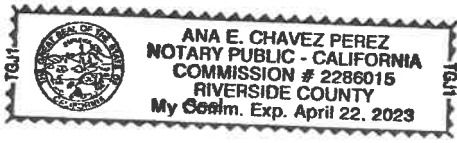
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public



OPTIONAL INFORMATION

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

Description of Attached Document

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

containing _____ pages, and dated _____

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

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

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

Additional Information
Method of Signer Identification Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____ Notary contact: _____
Other <input type="checkbox"/> Additional Signer <input type="checkbox"/> Signer(s) Thumbprints(s) <input type="checkbox"/> _____

Bond No: CMS331829
Premium: Included in Cost of Performance
Bond

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Pardee Homes (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated November 5, 2019, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 37298-1, which is hereby incorporated herein and made a part hereof; and Atwell Storm Drain Improvements Highland Springs Avenue West of Centerline from Wilson to the SCE Easement.

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of Thirty Six Thousand Five Hundred* dollars (\$ 36,581.50), 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. *Eighty One & 50/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on November 5, 2019.

PRINCIPAL:

Pardee Homes

By

Jeff Chambers

Title VP Community Development

SURETY:

RLI Insurance Company

By

Janina Monroe, Attorney-In-Fact

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On NOV 05 2019 before me, Brianne Davis, Notary Public
(Here insert name and title of the officer)

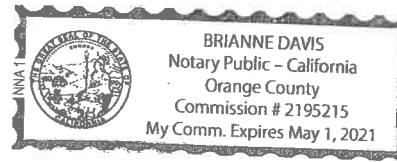
personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that
~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(~~ies~~), and that by
~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Brianne Davis
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)
Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 30th day of September, 2019.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 30th day of September, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this NOV 05 2019 day of NOV 05 2019.

By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
 County of Riverside } s.s.


On November 5, 2019 before me, Ana E. Chavez Perez, Notary Public
Name of Notary Public, Title

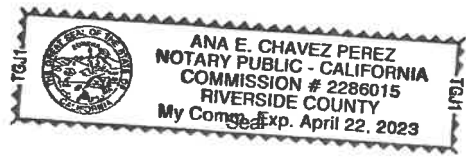
personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public



OPTIONAL INFORMATION

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

Description of Attached Document

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

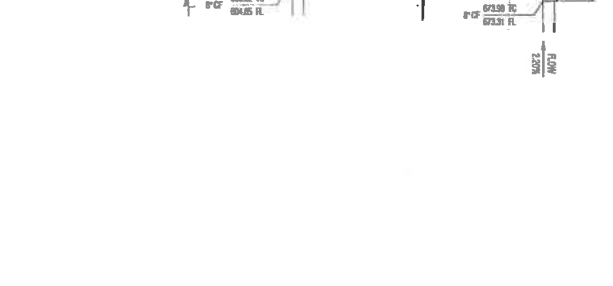
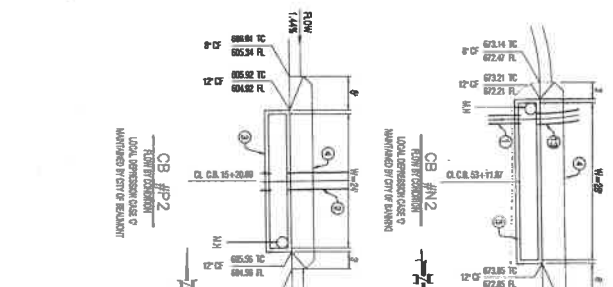
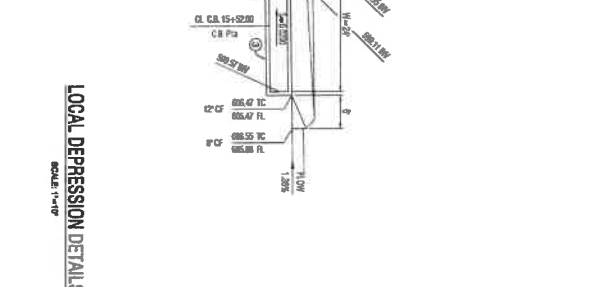
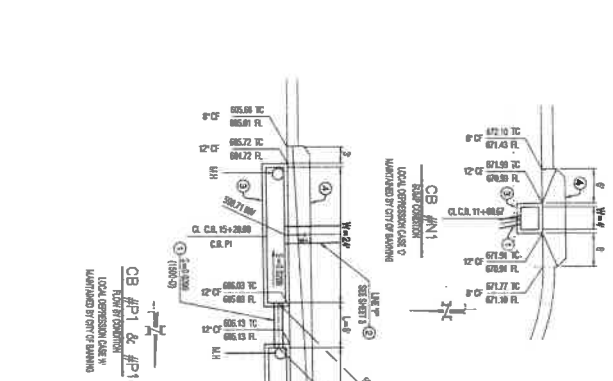
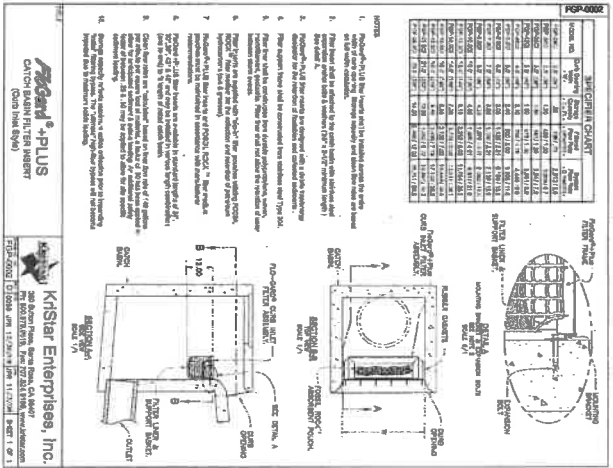
containing _____ pages, and dated _____.

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

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

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

Additional Information
<p>Method of Signer Identification</p> <p>Proved to me on the basis of satisfactory evidence:</p> <p><input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)</p> <p>Notarial event is detailed in notary journal on:</p> <p>Page # _____ Entry # _____</p> <p>Notary contact: _____</p> <p>Other</p> <p><input type="checkbox"/> Additional Signer <input type="checkbox"/> Signer(s) Thumbprints(s)</p> <p><input type="checkbox"/> _____</p>



CITY OF BANNING

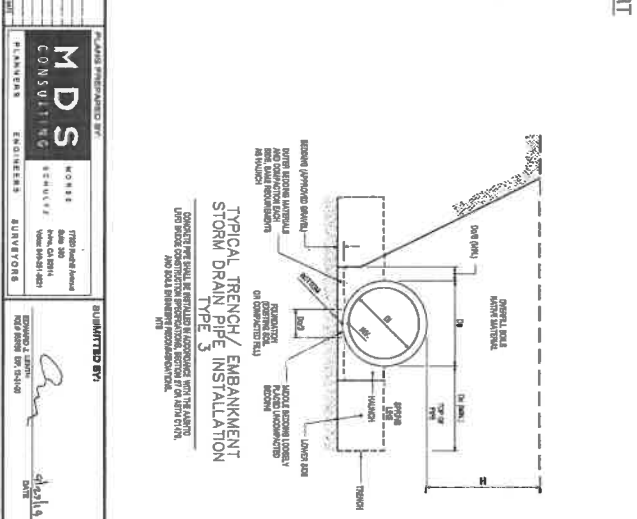
REVISIONS

APPROVED BY: [Signature]

DATE: [Date]

PROJECT: STORM DRAIN IMPROVEMENT PLAN

DATE: [Date]



MDS CONSULTING ENGINEERS ARCHITECTS

REGISTERED PROFESSIONAL ENGINEERS ARCHITECTS

ADDRESS: 1000 N. GARDEN ST. BANNING, CA 92410

PHONE: (951) 861-1111

DATE: [Date]

CITY OF BANNING

OFF-SITE STORM DRAIN IMPROVEMENT PLAN

TRACT NO. 37298-1

CONSTRUCTION NOTES, QUANTITIES AND LOCAL DEPRESSION DETAILS

DATE: [Date]

CONSTRUCTION NOTES & ESTIMATED QUANTITIES:

#	STORM DRAIN IMPROVEMENTS	BEAMONT	BANNING	TOTAL	UNIT	TIME
1	CONSTRUCT 18" DIA STORM DRAIN (C-LOAD PER PROJECT)	47	46	93	LF	48
2	CONSTRUCT 24" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
3	CONSTRUCT 30" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
4	CONSTRUCT 36" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
5	CONSTRUCT 42" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
6	CONSTRUCT 48" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
7	CONSTRUCT 54" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
8	CONSTRUCT 60" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
9	CONSTRUCT 66" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
10	CONSTRUCT 72" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
11	CONSTRUCT 78" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
12	CONSTRUCT 84" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
13	CONSTRUCT 90" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
14	CONSTRUCT 96" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
15	CONSTRUCT 102" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
16	CONSTRUCT 108" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
17	CONSTRUCT 114" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
18	CONSTRUCT 120" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
19	CONSTRUCT 126" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
20	CONSTRUCT 132" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
21	CONSTRUCT 138" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
22	CONSTRUCT 144" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
23	CONSTRUCT 150" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
24	CONSTRUCT 156" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
25	CONSTRUCT 162" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
26	CONSTRUCT 168" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
27	CONSTRUCT 174" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
28	CONSTRUCT 180" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
29	CONSTRUCT 186" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
30	CONSTRUCT 192" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
31	CONSTRUCT 198" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
32	CONSTRUCT 204" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
33	CONSTRUCT 210" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
34	CONSTRUCT 216" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
35	CONSTRUCT 222" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
36	CONSTRUCT 228" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
37	CONSTRUCT 234" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
38	CONSTRUCT 240" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
39	CONSTRUCT 246" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
40	CONSTRUCT 252" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
41	CONSTRUCT 258" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
42	CONSTRUCT 264" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
43	CONSTRUCT 270" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
44	CONSTRUCT 276" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
45	CONSTRUCT 282" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
46	CONSTRUCT 288" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
47	CONSTRUCT 294" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
48	CONSTRUCT 300" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
49	CONSTRUCT 306" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
50	CONSTRUCT 312" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
51	CONSTRUCT 318" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
52	CONSTRUCT 324" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
53	CONSTRUCT 330" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
54	CONSTRUCT 336" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
55	CONSTRUCT 342" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
56	CONSTRUCT 348" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
57	CONSTRUCT 354" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
58	CONSTRUCT 360" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
59	CONSTRUCT 366" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
60	CONSTRUCT 372" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
61	CONSTRUCT 378" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
62	CONSTRUCT 384" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
63	CONSTRUCT 390" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
64	CONSTRUCT 396" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
65	CONSTRUCT 402" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
66	CONSTRUCT 408" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
67	CONSTRUCT 414" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
68	CONSTRUCT 420" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
69	CONSTRUCT 426" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
70	CONSTRUCT 432" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
71	CONSTRUCT 438" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
72	CONSTRUCT 444" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
73	CONSTRUCT 450" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
74	CONSTRUCT 456" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
75	CONSTRUCT 462" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
76	CONSTRUCT 468" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
77	CONSTRUCT 474" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
78	CONSTRUCT 480" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
79	CONSTRUCT 486" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
80	CONSTRUCT 492" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
81	CONSTRUCT 498" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
82	CONSTRUCT 504" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
83	CONSTRUCT 510" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
84	CONSTRUCT 516" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
85	CONSTRUCT 522" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
86	CONSTRUCT 528" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
87	CONSTRUCT 534" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
88	CONSTRUCT 540" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
89	CONSTRUCT 546" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
90	CONSTRUCT 552" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
91	CONSTRUCT 558" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
92	CONSTRUCT 564" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
93	CONSTRUCT 570" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
94	CONSTRUCT 576" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
95	CONSTRUCT 582" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
96	CONSTRUCT 588" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
97	CONSTRUCT 594" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
98	CONSTRUCT 600" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
99	CONSTRUCT 606" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-
100	CONSTRUCT 612" DIA STORM DRAIN (C-LOAD PER PROJECT)	1	1	2	EA	-

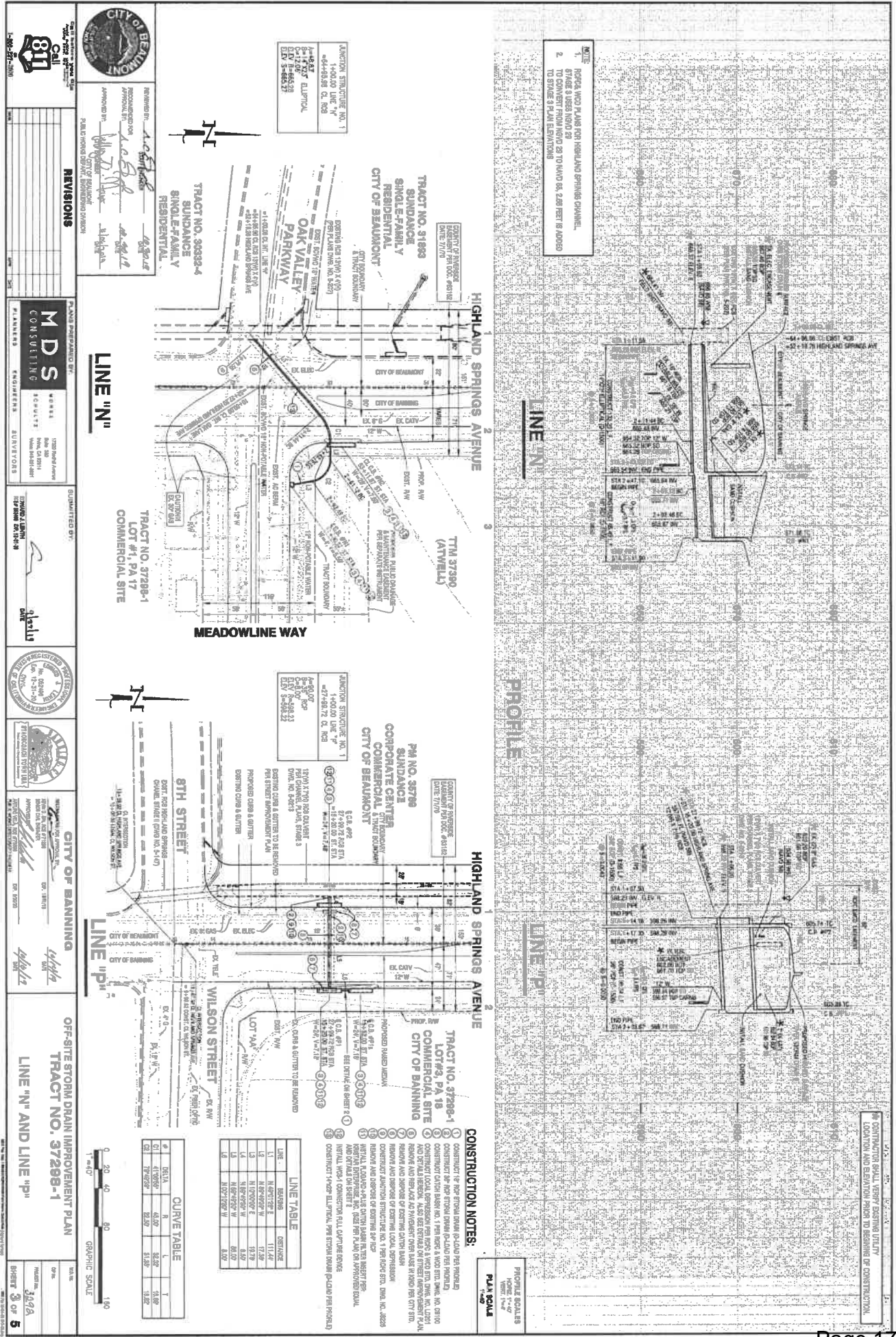
CITY OF BANNING

OFF-SITE STORM DRAIN IMPROVEMENT PLAN

TRACT NO. 37298-1

CONSTRUCTION NOTES, QUANTITIES AND LOCAL DEPRESSION DETAILS

DATE: [Date]



NOTE:
 1. PROFILE AND PLAN FOR HIGHLAND SPRINGS CHANNEL.
 2. OFFICE 31855 AND 25 TO CONVERT FROM H&D TO W&D BY 2.28 FEET IN ADDED TO GRADE 3 PLAN ELEVATIONS

LINE "N"

PROFILE

LINE "P"

HIGHLAND SPRINGS AVENUE

HIGHLAND SPRINGS AVENUE

TRACT NO. 31893
 SUNDANCE
 SINGLE-FAMILY
 RESIDENTIAL
 CITY OF BEAUMONT

TRACT NO. 37298-1
 LOT #1, PA 17
 COMMERCIAL SITE

TRACT NO. 35796
 SUNDANCE
 CORPORATE CENTER
 COMMERCIAL CITY BEAUMONT
 CITY OF BEAUMONT

TRACT NO. 37298-1
 LOT #3, PA 18
 COMMERCIAL SITE
 CITY OF BEAUMONT

CONSTRUCTION NOTES:
 1. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 2. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 3. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 4. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 5. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 6. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 7. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 8. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 9. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 10. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 11. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 12. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 13. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 14. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 15. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 16. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 17. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 18. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 19. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 20. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 21. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 22. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 23. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 24. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 25. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 26. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 27. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 28. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 29. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 30. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 31. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 32. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 33. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 34. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 35. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 36. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 37. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 38. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 39. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 40. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 41. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 42. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 43. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 44. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 45. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 46. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 47. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 48. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 49. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 50. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 51. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 52. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 53. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 54. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 55. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 56. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 57. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 58. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 59. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 60. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 61. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 62. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 63. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 64. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 65. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 66. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 67. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 68. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 69. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 70. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 71. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 72. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 73. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 74. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 75. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 76. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 77. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 78. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 79. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 80. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 81. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 82. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 83. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 84. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 85. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 86. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 87. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 88. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 89. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 90. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 91. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 92. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 93. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 94. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 95. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 96. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 97. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 98. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 99. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES
 100. CONTRACTOR TO RE-PROFILE EXISTING DRAIN PIPES PER PROFILES

LINE TABLE

LINE	MARKING	DISTANCE
L1	H 400' 0" E	11.4'
L2	H 400' 0" W	17.4'
L3	H 1700' 0" E	19.7'
L4	H 1600' 0" W	18.0'
L5	H 1600' 0" E	18.0'
L6	H 1600' 0" W	18.0'

CURVE TABLE

#	DELTA	R	L	T
1	41.70000°	43.50'	33.82'	13.69'
2	17.90000°	43.50'	33.82'	13.69'

CITY OF BEAUMONT
 811 Call Center
 409-271-3100

REVISIONS

APPROVED BY: [Signature]
 DATE: 11/11/2023

MDS CONSULTING
 17000 North Avenue
 Suite 100
 Houston, TX 77058
 Phone: 281-551-8881
 Fax: 281-551-8882
 www.mdsconsulting.com

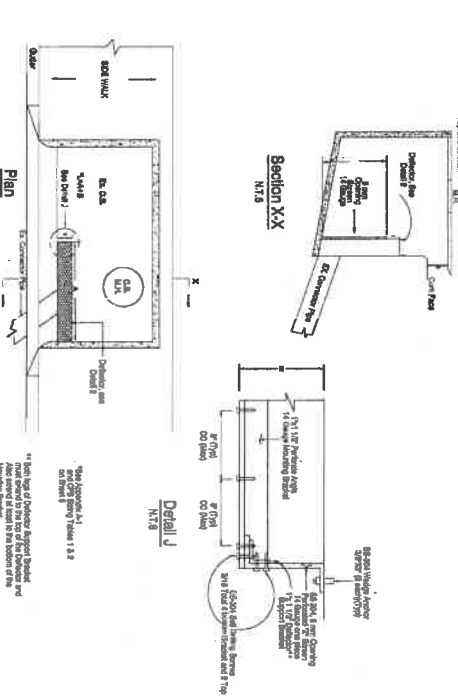
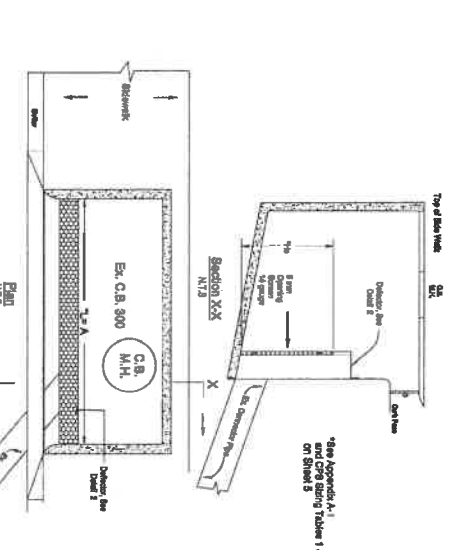
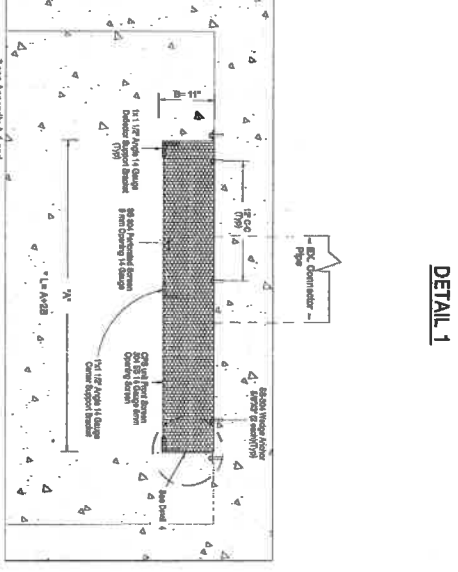
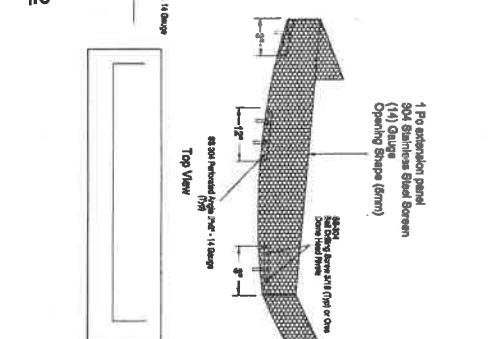
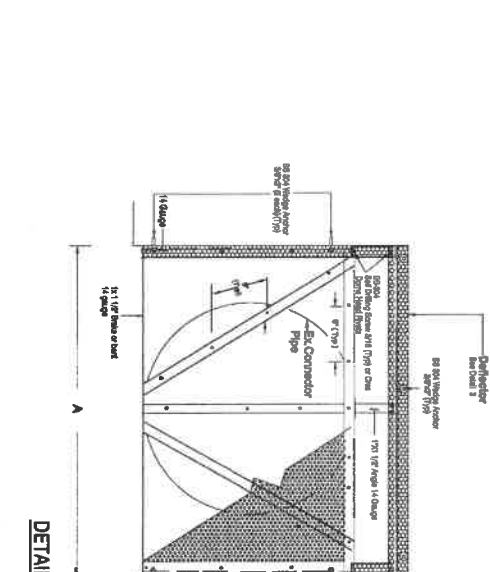
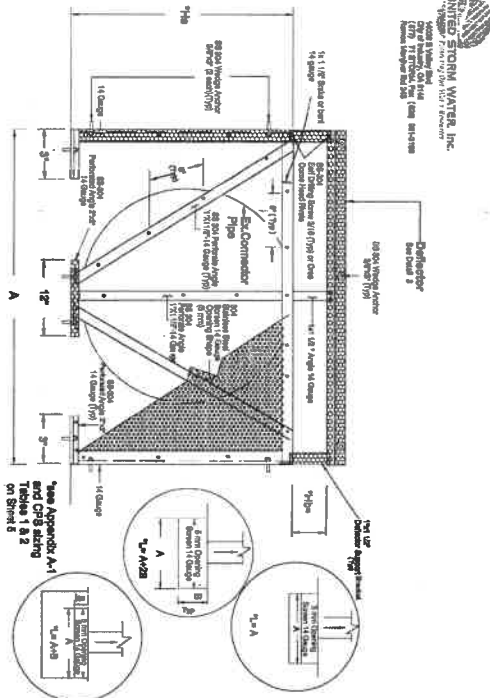
CITY OF BEAUMONT
 PLANNING DEPARTMENT
 10000 North Avenue
 Suite 100
 Houston, TX 77058
 Phone: 281-551-8881
 Fax: 281-551-8882
 www.mdsconsulting.com

CITY OF BEAUMONT
 PLANNING DEPARTMENT
 10000 North Avenue
 Suite 100
 Houston, TX 77058
 Phone: 281-551-8881
 Fax: 281-551-8882
 www.mdsconsulting.com

CITY OF BEAUMONT
 PLANNING DEPARTMENT
 10000 North Avenue
 Suite 100
 Houston, TX 77058
 Phone: 281-551-8881
 Fax: 281-551-8882
 www.mdsconsulting.com

CITY OF BEAUMONT
 PLANNING DEPARTMENT
 10000 North Avenue
 Suite 100
 Houston, TX 77058
 Phone: 281-551-8881
 Fax: 281-551-8882
 www.mdsconsulting.com

CITY OF BEAUMONT
 PLANNING DEPARTMENT
 10000 North Avenue
 Suite 100
 Houston, TX 77058
 Phone: 281-551-8881
 Fax: 281-551-8882
 www.mdsconsulting.com



CITY OF BEAUMONT
 811
 1-800-272-8900

DESIGNED BY: *[Signature]*
 CHECKED BY: *[Signature]*
 APPROVED BY: *[Signature]*

REVISIONS:

NO.	DATE	DESCRIPTION

MDS CONSULTING
 CONSULTANTS ENGINEERS SURVEYORS

17200 Ridge Avenue
 Suite 400
 Houston, TX 77055

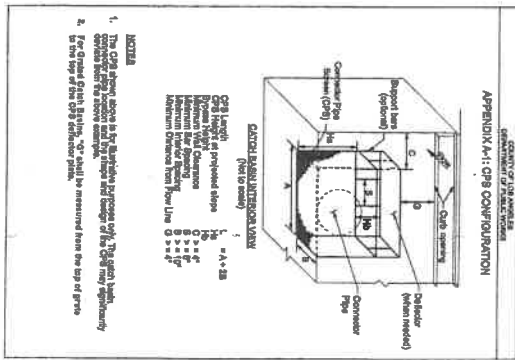
DESIGNED & DRAWN BY: *[Signature]*
 CHECKED BY: *[Signature]*

PROFESSIONAL ENGINEER
 No. 00114
 Exp. 12-31-09

CITY OF BEAUMONT
 ENGINEERING DEPARTMENT
 1000 W. 10th Ave., Suite 100
 Beaumont, TX 77705
 Phone: 409.335.2200

OFF-SITE STORM DRAIN IMPROVEMENT PLAN
 TRACT NO. 37298-1
 WSC-1 CONNECTOR PIPE SCREEN DETAILS

DATE: 03/23/09
 SHEET 4 OF 5



APPENDIX B - CPS SIZING TABLE

TABLE 1: CPS SIZING TABLE FOR NON-SUMP CONDITIONS

Crack Basin Type	1/4 Depth (ft)	1/2 Depth (ft)	3/4 Depth (ft)	Screen Height (ft)	Screen Length L (ft)	Q (ft³)
300	2.5 (30 inch)	4.5	7	8	3.0	4
	3.0 (36 inch)	7	10	10	3.0	4
	3.5 (42 inch)	10	13	12	3.0	4
301	2.5 (30 inch)	4.5	7	8	3.0	4
	3.0 (36 inch)	7	10	10	3.0	4
	3.5 (42 inch)	10	13	12	3.0	4
302	2.5 (30 inch)	4.5	7	8	3.0	4
	3.0 (36 inch)	7	10	10	3.0	4
	3.5 (42 inch)	10	13	12	3.0	4
303	2.5 (30 inch)	4.5	7	8	3.0	4
	3.0 (36 inch)	7	10	10	3.0	4
	3.5 (42 inch)	10	13	12	3.0	4

APPENDIX B - CPS SIZING TABLE

TABLE 2: CPS SIZING TABLE FOR NON-SUMP CONDITIONS

Crack Basin Type	1/4 Depth (ft)	1/2 Depth (ft)	3/4 Depth (ft)	Screen Height (ft)	Screen Length L (ft)	Q (ft³)
300	2.5 (30 inch)	4.5	7	8	3.0	4
	3.0 (36 inch)	7	10	10	3.0	4
	3.5 (42 inch)	10	13	12	3.0	4
301	2.5 (30 inch)	4.5	7	8	3.0	4
	3.0 (36 inch)	7	10	10	3.0	4
	3.5 (42 inch)	10	13	12	3.0	4
302	2.5 (30 inch)	4.5	7	8	3.0	4
	3.0 (36 inch)	7	10	10	3.0	4
	3.5 (42 inch)	10	13	12	3.0	4
303	2.5 (30 inch)	4.5	7	8	3.0	4
	3.0 (36 inch)	7	10	10	3.0	4
	3.5 (42 inch)	10	13	12	3.0	4

APPENDIX B - CPS SIZING TABLE

TABLE 3: CPS SIZING TABLE FOR SUMP CONDITIONS WITH AND WITHOUT

Crack Basin Type	1/4 Depth (ft)	1/2 Depth (ft)	3/4 Depth (ft)	Screen Height (ft)	Screen Length L (ft)	Q (ft³)
300	2.5 (30 inch)	4.5	7	8	3.0	4
	3.0 (36 inch)	7	10	10	3.0	4
	3.5 (42 inch)	10	13	12	3.0	4
301	2.5 (30 inch)	4.5	7	8	3.0	4
	3.0 (36 inch)	7	10	10	3.0	4
	3.5 (42 inch)	10	13	12	3.0	4
302	2.5 (30 inch)	4.5	7	8	3.0	4
	3.0 (36 inch)	7	10	10	3.0	4
	3.5 (42 inch)	10	13	12	3.0	4
303	2.5 (30 inch)	4.5	7	8	3.0	4
	3.0 (36 inch)	7	10	10	3.0	4
	3.5 (42 inch)	10	13	12	3.0	4

12 WSC-1 CONNECTOR PIPE SCREEN
MAINTAINED BY CITY
(ALSO SEE LOCAL DEPRESSION DETAILS SHEET 2)

CITY OF BANNING
RECEIVED BY: [Signature] DATE: 10-30-19
APPROVED BY: [Signature] DATE: 10-30-19
PLANNING DIRECTOR

MDS CONSULTING ENGINEERS
PLANNING DIRECTOR

QUANTITY BY: [Signature] DATE: 01-20-19

CITY OF BANNING
RECEIVED BY: [Signature] DATE: 01-20-19

CITY OF BANNING
OFF-SITE STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37298-1
APPENDIX A-1 AND
CPS SIZING TABLES 1 & 2

TRACT NO. 37298-1, OFF-SITE STORM DRAIN IMPROVEMENT PLAN
SHEET 5 OF 5



Staff Report

TO: Mayor and City Council Members

FROM: Jeff Hart, Public Works Director

DATE: December 3, 2019

SUBJECT: Performance Bond Acceptance and Security Agreements for San Gorgonio Village Street, Traffic Signal Improvements, and Survey Monumentation

Background and Analysis:

The City requires all developers to provide security for public improvements consisting of, but not limited to, sewer improvements, street improvements, storm drain improvements, utility improvements and survey monumentation. The bonded improvements listed in Table 1 will be constructed by San Gorgonio Beaumont, LLC.

SGV Beaumont, LLC:

San Gorgonio Village Beaumont, LLC will construct offsite street and traffic signal improvements for plot plan 35266, which is part of the San Gorgonio Village development. Plot Plan 35266, is located between First Street and Second Street, just east of the Kohl's Department Store parking lot and west of Center Pointe Shopping Center. These public improvements will be constructed on First Street and Emory Avenue as well as Second Street. Public improvements will consist of asphalt, curb, gutter, landscape, signage and striping, street lights, and traffic signals.

San Gorgonio Village Beaumont, LLC will also set survey monuments as depicted on Parcel Map 37660 (Plot Plan 37660). Plot Plan 37660 is located on the east and west sides of Commerce Way, south of Second Street and north of First Street in the San Gorgonio Village Specific Plan.

The following table includes the development name, bond number, type of improvement, and the developer submitting the security agreement:

Table 1. Developer, Bond Number, Bond Type, and Type of Improvement				
Bond #	Bond Type	Type of Improvement	Plot Plan	Developer
24241874	Performance	Street Improvement	35266	San Gorgonio Village
24241873	Performance	Traffic Signal Improvement	35266	San Gorgonio Village
24241882	Performance	Survey Monumentation	37660	San Gorgonio Village

Staff has reviewed the security agreements along with the performance and payment bonds and determined that they are consistent with the City’s municipal code. Staff recommends the City Council accept the bonds listed in Table 1.

Fiscal Impact:

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

Recommendation:

1. Accept the following bonds and security agreements:
 - Performance bond no. 24241874 for street and improvements for plot plan 35266
 - Performance bond no. 24241873 for traffic signal improvements for plot plan 35266
 - Performance bond no. 24241882 for survey monumentation for plot plan 37660

City Manager Review: Todd Parton
City Manager

Attachments:

[A. Bond No. 24241874 and security agreement for street improvements for plot plan 35266, and associated improvement plans](#)

[B. Bond No. 24241873 and security agreement for traffic signal improvements for plot plan 35266, and associated improvement plans](#)

[C. Bond No. 24241882 and security agreement for survey monumentation for plot plan 37660, and associated survey monuments](#)

Basic Gov (Sales Force) # PW2019-0337
File # 3276

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No. 35266)**

Offsite Street Imp.

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT (“CITY”) and SGV Beaumont, LLC, a 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 # 35266, (“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 attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BEAUMONT

By _____
Mayor

Date

DEVELOPER

By  _____

11.05.19

Date

Title:  _____

Address: _____

Bond No.: 24241874
Premium: \$597.00
Project: San Gorgonio Village -
Offsite Street Improvements

Basic Gov (Sales Force) # 7122019-0337
File # 3216 Agenda Item No. 11.

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SGV Beaumont, LLC (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 35266, 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 The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Nineteen Thousand Nine Hundred Ten & No/100 dollars (\$ 19,910.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on October 31, 2019.

PRINCIPAL:

SGV Beaumont, LLC

By 

Title MANAGER

SURETY:

The Ohio Casualty Insurance Company

By 

Title Kim Luu, Attorney-in-Fact

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }
On October 31, 2019 before me, Britney Parent, notary public
Date Here Insert Name and Title of the Officer
personally appeared Patrick M. Wood
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Britney Parent
Signature of Notary Public

OPTIONAL

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

Description of Attached Document
Title or Type of Document: Exhibit "A" Performance Bond
Document Date: _____ Number of Pages: 1
Signer(s) Other Than Named Above: Kim Luu
Capacity(ies) Claimed by Signer(s)
Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On OCT 31 2019 before me, Heather Rose Saltarelli, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared _____

Kim Luu

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Heather Rose Saltarelli
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Agenda Item No. 11.

Certificate No: 8201964-977460

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Rhonda C. Abel; Jeri Apodaca; Reece Joel Diaz; Maria Guise; Kim Luu; Michael D. Parizino; Rachelle Rheault; Heather Saltarelli; James A. Schaller

all of the city of Newport Beach state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of August, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 23rd day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio-Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this OCT 31 2019 day of



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Bond No.: 24241874
Premium: Included in Performance Bond
Project: San Gorgonio Village -
Offsite Street Improvements

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SGV Beaumont, LLC (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 35266, which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of Nineteen Thousand Nine Hundred Ten & No/100 dollars (\$ 19,910.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on October 31, 20 19.

PRINCIPAL:


SGV Beaumont, LLC

By 

Title Manager

SURETY:

The Ohio Casualty Insurance Company

By 

Title Kim Luu, Attorney-in-Fact

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }
On October 31, 2019 before me, Britney Parent, notary public
Date Here Insert Name and Title of the Officer
personally appeared Patrick M. Wood
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Britney Parent
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Exhibit "B" Payment Bond
Document Date: _____ Number of Pages: 1
Signer(s) Other Than Named Above: Kim Luu

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On OCT 21 2019 before me, Heather Rose Saltarelli, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Kim Luu
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Heather Rose Saltarelli
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
Corporate Officer — Title(s): _____
Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Agenda Item No. 11.

Certificate No: 8201964-977460

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Rhonda C. Abel; Jeri Apodaca; Reece Joel Diaz; Maria Guise; Kim Luu; Michael D. Parizino; Rachele Rheault; Heather Saltarelli; James A. Schaller

all of the city of Newport Beach state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of August, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 23rd day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

OCT 31 2019

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this day of



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Basic Gov (Sales Force) # FD2019-0364
File # 3286

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No. 35266)**

Traffic Signal/Striping

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT (“CITY”) and SGV Beaumont, LLC, a 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 # 35266, (“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 attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BEAUMONT

By _____
Mayor

Date

DEVELOPER

By *[Signature]*

11.05.19
Date

Title: *Manager*

Address: _____

Bond No.: 24241873
Premium: \$2,519.00
Project: San Gorgonio Village -
Traffic Plans, Traffic Signal, Signing & Striping

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SGV Beaumont, LLC (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 35266, 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 The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Eighty Three Thousand Nine Hundred Fifty Three and 40/100 dollars (\$ 83,953.40) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on October 31, 2019.

PRINCIPAL:
SGV Beaumont, LLC
By [Signature]
Title MANAGER

SURETY:
The Ohio Casualty Insurance Company
By [Signature]
Title Kim Luu, Attorney-in-Fact

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On October 31, 2019 before me, Britney Parent, notary public
Date Here Insert Name and Title of the Officer

personally appeared Patrick M. Wood
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Britney Parent
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Exhibit "A" * performance bond

Document Date: _____ Number of Pages: 1

Signer(s) Other Than Named Above: Kim Luu

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On OCT 31 2019 before me, Heather Rose Saltarelli, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Kim Luu
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Heather Rose Saltarelli
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201964-977460

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Rhonda C. Abel; Jeri Apodaca; Reece Joel Diaz; Maria Guise; Kim Luu; Michael D. Parizino; Rachelle Rheault; Heather Saltarelli; James A. Schaller

all of the city of Newport Beach state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of August, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this OCT 31 2019 day of



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Bond No.: 24241873

Premium: Included in Performance Bond

Project: San Gorgonio Village -
Traffic Plans, Traffic Signal, Signing & Striping

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SGV Beaumont, LLC (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 35266, which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of Eighty Three Thousand Nine Hundred Fifty Three and 40/100 dollars (\$ 83,953.40), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on October 31, 20 19.

PRINCIPAL:

SGV Beaumont, LLC

By 

Title MANAGER

SURETY:

The Ohio Casualty Insurance Company

By 

Title Kim Luu, Attorney-in-Fact

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }
On October 31, 2019 before me, Britney Parent, notary public
Date Here Insert Name and Title of the Officer
personally appeared Patrick M. Wood
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Britney Parent
Signature of Notary Public

OPTIONAL

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

Description of Attached Document
Title or Type of Document: Exhibit "B" Payment Bond
Document Date: _____ Number of Pages: 1
Signer(s) Other Than Named Above: Kim Luu

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On OCT 31 2019 before me, Heather Rose Saltarelli, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Kim Luu
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Heather Rose Saltarelli
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Agenda Item No. 11.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201964-977460

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Rhonda C. Abel; Jeri Apodaca; Reece Joel Diaz; Maria Guise; Kim Luu; Michael D. Parizino; Rachelle Rheault; Heather Saltarelli; James A. Schaller

all of the city of Newport Beach state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of August, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 23rd day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this OCT 31, 2019 day of



By: Renee C. Llewellyn, Assistant Secretary

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Basic Gov (Sales Force) # _____
 File # _____

**AGREEMENT TO PROVIDE SECURITY FOR MONUMENTS FOR
 TRACT MAP OR PARCEL MAP OR PLOT PLAN
 (Tract Map/Parcel Map/Plot Plan No. 37660)**

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT (“CITY”) and SGV Beaumont, LLC, a 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 # 37660, (“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 DEVELOPER shall insure the setting of monuments to guarantee payment to the Engineer or Surveyor for setting such monuments in said Map.

C. The Monuments 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 Monuments 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 Monuments. DEVELOPER shall provide, at the DEVELOPER’s sole cost and expense, all necessary labor and materials to complete the construction of the Monuments 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 Monuments.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the Map.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BEAUMONT

By _____
Mayor

Date

DEVELOPER

By 

11/25/2019
Date

Title: CO-MANAGER

Address: 2950 AIRWAY AVE, SUITE A-9
COSTA MESA, CA 92626

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }
On November 25, 2019 before me, Bethney Parent, notary public
Date Here Insert Name and Title of the Officer
personally appeared Patrick Wood
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Bethney Parent
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Agreement to provide security for monuments for tract map...

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

Bond No.: 24241882
Premium: \$177.00
Deferred Monumentation Bond for Parcel Map No. 37660

Basic Gov (Sales Force) # _____
File # _____

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SGV Beaumont, LLC (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 37660, 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 The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Five Thousand Nine Hundred & No/100 dollars (\$ 5,900.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on November 22, 2019

PRINCIPAL:

SURETY:

SGV Beaumont, LLC

The Ohio Casualty Insurance Company

By 

By 

Title CO-MANAGER

Title Kim Luu, Attorney-in-Fact

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }
On November 22, 2019 before me, Britney Parent, notary public
Date Here Insert Name and Title of the Officer
personally appeared Patrick Wood
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Britney Parent
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On NOV 22 2019 before me, Reece Joel Diaz, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Kim Luu
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Reece Joel Diaz*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SGV Beaumont, LLC (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 37660, which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of Five Thousand Nine Hundred & No/100 dollars (\$5,900.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on November 22, 2019

PRINCIPAL:

SURETY:

SGV Beaumont, LLC

The Ohio Casualty Insurance Company

By

Patt Wald

By

Kim Luu

Title

CO-MANAGER

Title

Kim Luu, Attorney-in-Fact

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On November 22, 2019 before me, Britney Parent, notary public
Date Here Insert Name and Title of the Officer

personally appeared Patrick Wood
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Britney Parent
Signature of Notary Public

OPTIONAL

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

Description of Attached Document
 Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On NOV 22 2019 before me, Reece Joel Diaz, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Kim Luu
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Reece Joel Diaz*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
Corporate Officer — Title(s): _____
Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201964-977460

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Rhonda C. Abel; Jeri Apodaca; Reece Joel Diaz; Maria Guise; Kim Luu; Michael D. Parizino; Rachelle Rheault; Heather Saltarelli; James A. Schaller

all of the city of Newport Beach state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of August, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 23rd day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this NOV 22 2019 day of



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

BLDG

Lake Park
11-4-2019

FIRE

Chris Cox
11/8/19

PLAN

11-5-19

SHEET 1 OF 4 SHEETS

NUMBER OF PARCELS: 7
TOTAL GROSS AREA= 14.64 ACRES

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 37660

BEING A SUBDIVISION OF PARCELS 1 AND 3 OF PARCEL MAP NO. 35266 AS PER MAP FILED IN BOOK 220, PAGES 61 TO 64, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC JUNE 2019

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____ 20____ AT _____ IN BOOK _____ OF PARCEL MAPS, AT PAGES _____ AT THE REQUEST OF THE CITY OF BEAUMONT.

NO. _____
FEE _____
PETER ALDANA, ASSESSOR - COUNTY CLERK - RECORDER

BY: _____ DEPUTY
SUBDIVISION GUARANTEE: CHICAGO TITLE COMPANY NO. _____

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF BEAUMONT LAND, LLC IN OCTOBER, 2018. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.



MICHAEL J. KNAPP, L.S. 8012, EXP. 12-31-20 DATE _____

CITY SURVEYOR'S STATEMENT:

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF PARCEL MAP NO. 37660 AS FILED AND APPROVED BY THE CITY OF BEAUMONT ON APRIL 20, 2019, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.



DATED: _____ 20____

ERIK T. HOWARD, P.E., P.L.S.
CITY SURVEYOR
RCS 55319, EXP. 12-31-20
P.S. 7048, EXP. 0-30-21
CITY OF BEAUMONT

BEAUMONT CITY COUNCIL CERTIFICATE:

I HEREBY CERTIFY THAT THIS MAP WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT ON THE _____ DAY OF _____ 20____ AND THAT THEREUPON SAID COUNCIL DID, BY ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP AND DID ACCEPT ON BEHALF OF THE PUBLIC, THE EASEMENT FOR PUBLIC UTILITY AS SHOWN HEREON.

DATED: _____, 2019 BY: _____ CITY CLERK, CITY OF BEAUMONT, RIVERSIDE COUNTY, CALIFORNIA

TAX COLLECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEB BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ _____

DATE: _____, 20____
JON CHRISTENSEN BY: _____ DEPUTY
COUNTY TAX COLLECTOR

TAX BOND STATEMENT:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: _____, 20____
CASH OR SURETY TAX BOND
JON CHRISTENSEN BY: _____ DEPUTY
COUNTY TAX COLLECTOR

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE TO THE CITY OF BEAUMONT THE "PUBLIC UTILITY" EASEMENT AS SHOWN HEREON.

SVG BEAUMONT, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
TITLE: _____

30 WEST PERSHING, LLC, A MISSOURI LIMITED LIABILITY COMPANY

BY: _____

PRINT NAME TITLE

BENEFICIARY:

DBO CREDIT FUNDING LLC, A DELAWARE LIMITED LIABILITY COMPANY, BENEFICIARY UNDER A DEED OF TRUST RECORDED JANUARY 23, 2019 AS INSTRUMENT NO. 2019-0029091, OFFICIAL RECORDS.

BY: _____

PRINT NAME TITLE

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66428 (a)(2)(A)-(4)(D) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

BEAUMONT LAND AND WATER COMPANY, HOLDER OF AN EASEMENT FOR WATER PIPES RECORDED JANUARY 6, 1913, IN BOOK 368, PAGE 46 OF DEEDS.

SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, HOLDER OF AN EASEMENT FOR PIPE LINE RECORDED MAY 24, 1947, IN BOOK 937, PAGE 151 OF OFFICIAL RECORDS.

LCO BEAUMONT LLC, KOHL'S DEPARTMENT STORES, INC., AND 30 WEST PERSHING LLC, HOLDER OF AN EASEMENT FOR RECIPROCAL ACCESS RECORDED MAY 17, 2007, AS INSTRUMENT NO. 2007-0928754 AND RECORDED JANUARY 29, 2019 AS INSTRUMENT NO. 2019-0032117, BOTH OF OFFICIAL RECORDS.

VERIZON CALIFORNIA, INC., HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES RECORDED AUGUST 20, 2007, AS INSTRUMENT NO. 2007-524256 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, INGRESS AND EGRESS RECORDED NOVEMBER 28, 2007, AS INSTRUMENT NO. 2007-0669077 OF OFFICIAL RECORDS.

NOTARY 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 _____
COUNTY OF _____, SS

ON _____ BEFORE ME, _____

PERSONALLY APPEARED _____

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,

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

(NAME PRINTED)

MY COMMISSION EXPIRES _____

MY COMMISSION NUMBER _____

NOTARY 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 _____
COUNTY OF _____, SS

ON _____ BEFORE ME, _____

PERSONALLY APPEARED _____

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,

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

(NAME PRINTED)

MY COMMISSION EXPIRES _____

MY COMMISSION NUMBER _____

NOTARY 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 _____
COUNTY OF _____, SS

ON _____ BEFORE ME, _____

PERSONALLY APPEARED _____

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,

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

(NAME PRINTED)

MY COMMISSION EXPIRES _____

MY COMMISSION NUMBER _____

BEAUMONT CHERRY VALLEY WATER DISTRICT CERTIFICATE OF ACCEPTANCE:

THIS IS TO CERTIFY THAT THE INTEREST IN THE WATER FACILITIES EASEMENTS FOR CONSTRUCTION AND MAINTENANCE OF WATER FACILITIES CONVEYED WITH THE OWNER'S STATEMENT HEREON, FROM OWNER, A SVG BEAUMONT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO BEAUMONT CHERRY VALLEY WATER DISTRICT, A POLITICAL CORPORATION OR GOVERNMENTAL AGENCY, IS HEREBY ACCEPTED AND CONSENTS TO ITS RECORDATION.

DATED: _____, 20____ BY: _____
BEAUMONT CHERRY VALLEY WATER DISTRICT

ITS: _____

PW

NUMBER OF PARCELS: 7
TOTAL GROSS AREA= 14.64 ACRES

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 37660

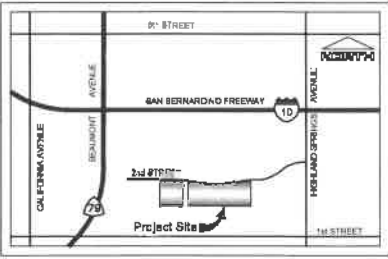
BEING A SUBDIVISION OF PARCELS 1 AND 3 OF PARCEL MAP NO. 35266 AS PER MAP FILED IN BOOK 220, PAGES 61 TO 64, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC. JUNE 2019

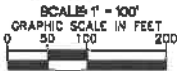
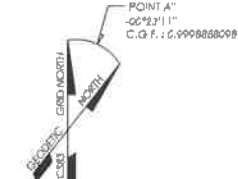
BOUNDARY ESTABLISHMENT

LEGEND:

- INDICATES FOUND MONUMENT AS NOTED
- ▲ INDICATES GPS MONUMENT AS NOTED
- OR CL CENTER LINE
- () INDICATES RECORD DATA PER R.I. UNLESS NOTED OTHERWISE
- PP PLASTIC PLUG
- CFR CALCULATED FROM RECORD



VICINITY MAP
NOT TO SCALE



REFERENCES:

- R1 PM NO. 35266
PMB 220/61-64
- R2 PM NO. 31948
PMB 2/21/1-17
- R3 TRACT NO. 28017-1
MB 254/71-72

BASIS OF BEARINGS:

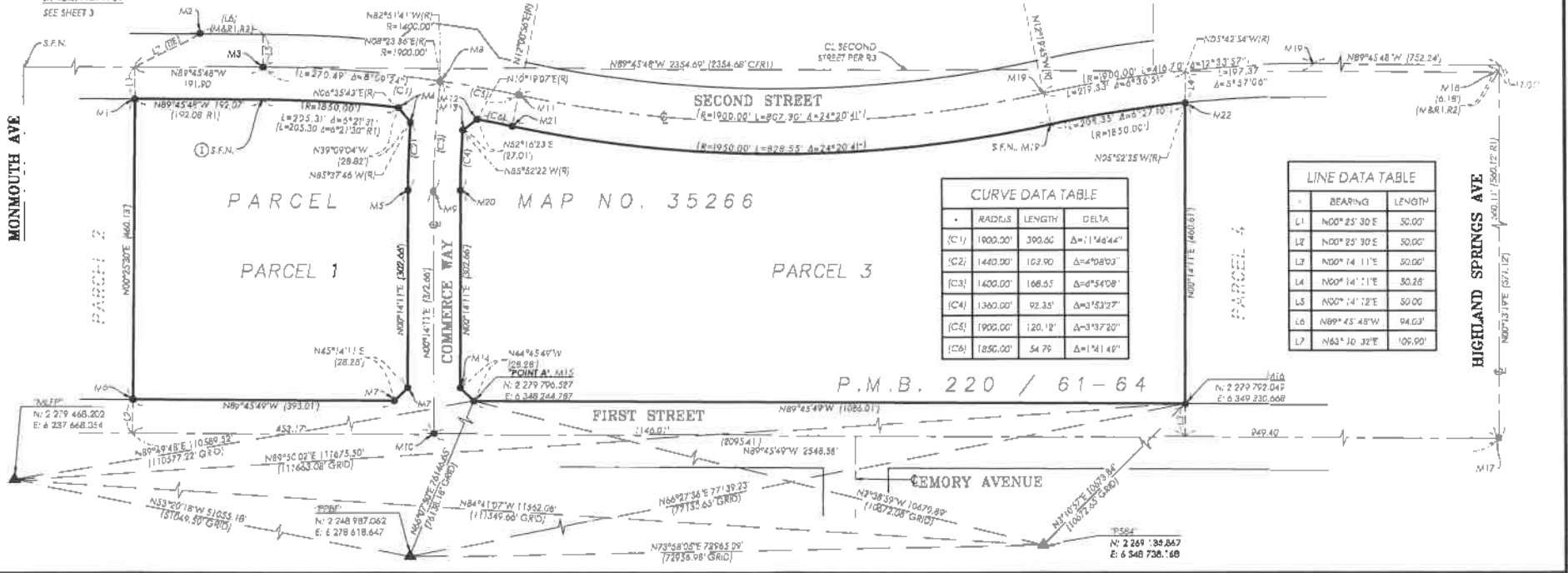
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, C.C. 883, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "PPSP", "PSBA" AND "HLP" NAD 83 (NAD 83/2011) EPOCH 2010.00 AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A CONVERSION FACTOR OF 0.999888098. CALCULATIONS ARE MADE AT "POINT A" WITH COORDINATES OF N: 2279796.527, E: 6348244.787, USING AN ELEVATION OF 2550.3.

EASEMENTS:

SEE SHEET 3

MONUMENT AND ESTABLISHMENT NOTES:

- M1 FD L&D MKD 'LS 8145', FLUSH, PER R.I. ACCEPTED AS NW COR. PARCEL 1.
- M2 FD 5PK, NO WASHWER, DN 3", IN LIEU OF S&W MKD. 'PLS 6034' PER R2. ACCEPTED AS POINT ON NELY LINE SECOND STREET.
- M3 FD L&D MKD 'PLS 6034', FLUSH, NO REC. ACCEPTED AS BC/EC ON CL OF SECOND STREET AS SHOWN PER R2.
- M4 FD 1" IP MKD 'LS 8145', DN 7", PER R1. ACCEPTED AS NE COR. PARCEL 1.
- M5 FD 1" IP MKD 'LS 8145', DN 4", PER R1. ACCEPTED AS BC/EC ON WLY LINE OF COMMERCE WAY.
- M6 FD L&D MKD 'LS 8145', FLUSH, PER R1. ACCEPTED AS SW COR. PARCEL 1.
- M7 FD 1" IP MKD 'LS 8145', DN 7", PER R1. ACCEPTED AS SE COR. PARCEL 1.
- M8 FD 1" IP MKD 'PLS 6034', FLUSH, IN LIEU OF 1" IP MKD 'LS 8145' PER R1. ACCEPTED AS CL INT OF COMMERCE WAY AND SECOND STREET.
- M9 FD 3&W MKD 'LS 8145', FLUSH, PER R1. ACCEPTED AS BC/EC ON CL OF COMMERCE WAY.
- M10 FD 3&W MKD 'LS 8145', FLUSH, PER R1. NOT ACCEPTED. ESTAB BY REC. DATA FROM FD MON. PER R1. MON LES 340°33'11"W 1.5' FROM TRUE POSITION.
- M11 FD 1" IP MKD 'PLS 6034', FLUSH, NO REC. ACCEPTED AS BC/EC ON NCL SECOND STREET AS SHOWN PER R2.
- M12 FD L&D MKD 'LS 8145', FLUSH, PER R1. ACCEPTED AS NW COR. PARCEL 3.
- M13 FD 1" IP MKD 'LS 8145', DN 7", PER R1. ACCEPTED AS NW COR. PARCEL 3.
- M14 FD 1" IP MKD 'LS 8145', DN 7", PER R1. ACCEPTED AS SW COR. PARCEL 2.
- M15 FD 1" IP MKD 'LS 8145', DN 8", PER R1. ACCEPTED AS SW COR. PARCEL 3.
- M16 FD 1" IP MKD 'LS 8145', DN 8", PER R1. ACCEPTED AS SE COR. PARCEL 3.
- M17 FD 1" IP, NO PLUG, DN 2", IN LIEU OF 1" WIPP MKD 'LS 4528' PER R3. ACCEPTED AS CL INT OF HIGHLAND SPRINGS AVE AND FIRST STREET.
- M18 FD 1" IP WIPP MKD 'LS 4528', DN 6.2" PER R3. ACCEPTED AS DIS TO CLINT OF HIGHLAND SPRINGS AVE AND 'OLD' SECOND STREET. MON SHW BOL REMOVED FOR CLARITY.
- M19 ESTABLISHED BY RECORD DATA FROM FD MON PER R1.
- M20 FD 1" IP MKD 'LS 8145', DN 7", PER R1. ACCEPTED AS SLY BC/EC ON WLY LINE PARCEL 3.
- M21 FD 1" IP MKD 'LS 8145', DN 7", PER R1. ACCEPTED AS WLY BC/EC ON NELY LINE PARCEL 3.
- M22 FD 1" IP MKD 'LS 8145', DN 7", PER R1. ACCEPTED AS NELY COR. PARCEL 3.
- (I) ESTABLISHED BY INTERSECTION.



POINT	RADIUS	LENGTH	DELTA
(C1)	1900.00'	300.60'	Δ=11°44'44"
(C2)	1440.00'	103.90'	Δ=4°08'03"
(C3)	1400.00'	166.55'	Δ=6°54'08"
(C4)	1300.00'	92.35'	Δ=3°53'27"
(C5)	1900.00'	120.18'	Δ=3°37'20"
(C6)	1850.00'	54.75'	Δ=1°41'49"

LINE	BEARING	LENGTH
L1	N00°25'30"E	50.00'
L2	N00°25'30"E	50.00'
L3	N00°14'11"E	50.00'
L4	N00°14'11"E	50.28'
L5	N00°14'12"E	50.00'
L6	N89°45'48"W	94.03'
L7	N63°10'32"E	106.90'

NUMBER OF PARCELS: 7
TOTAL GROSS AREA= 14.64 ACRES

SHEET 3 OF 4 SHEETS

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 37660

BEING A SUBDIVISION OF PARCELS 1 AND 3 OF PARCEL MAP NO. 33266 AS PER MAP FILED IN BOOK 220, PAGES 61 TO 64, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC

JUNE 2019



SCALE: 1" = 80'
GRAPHIC SCALE IN FEET
0 25 50 100

NOTES:

- SEE SHEET 2 FOR RECORD DATA AND MONUMENT NOTES.

LEGEND:

- INDICATES MONUMENT FOUND AS NOTED
 - INDICATES SET MONUMENT WITH TAG MARKED "LS 8012". IF MONUMENT IS LOCATED WITHIN CONCRETE OR WALL, A LEAD AND TAG WILL BE PLACED. IF MONUMENT IS LOCATED WITHIN DIRT OR ASPHALT, A 1"x1/8" IRON PIPE WITH TAG WILL BE PLACED.
- ALL MONUMENTS SHOWN AS "SET" ARE SET PER RIVERSIDE COUNTY ORDINANCE 461, 15, AND IN ACCORDANCE FOR THIS WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THIS MAP.

EXISTING EASEMENTS:

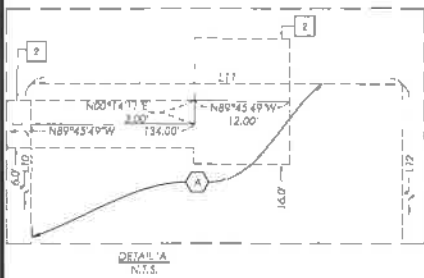
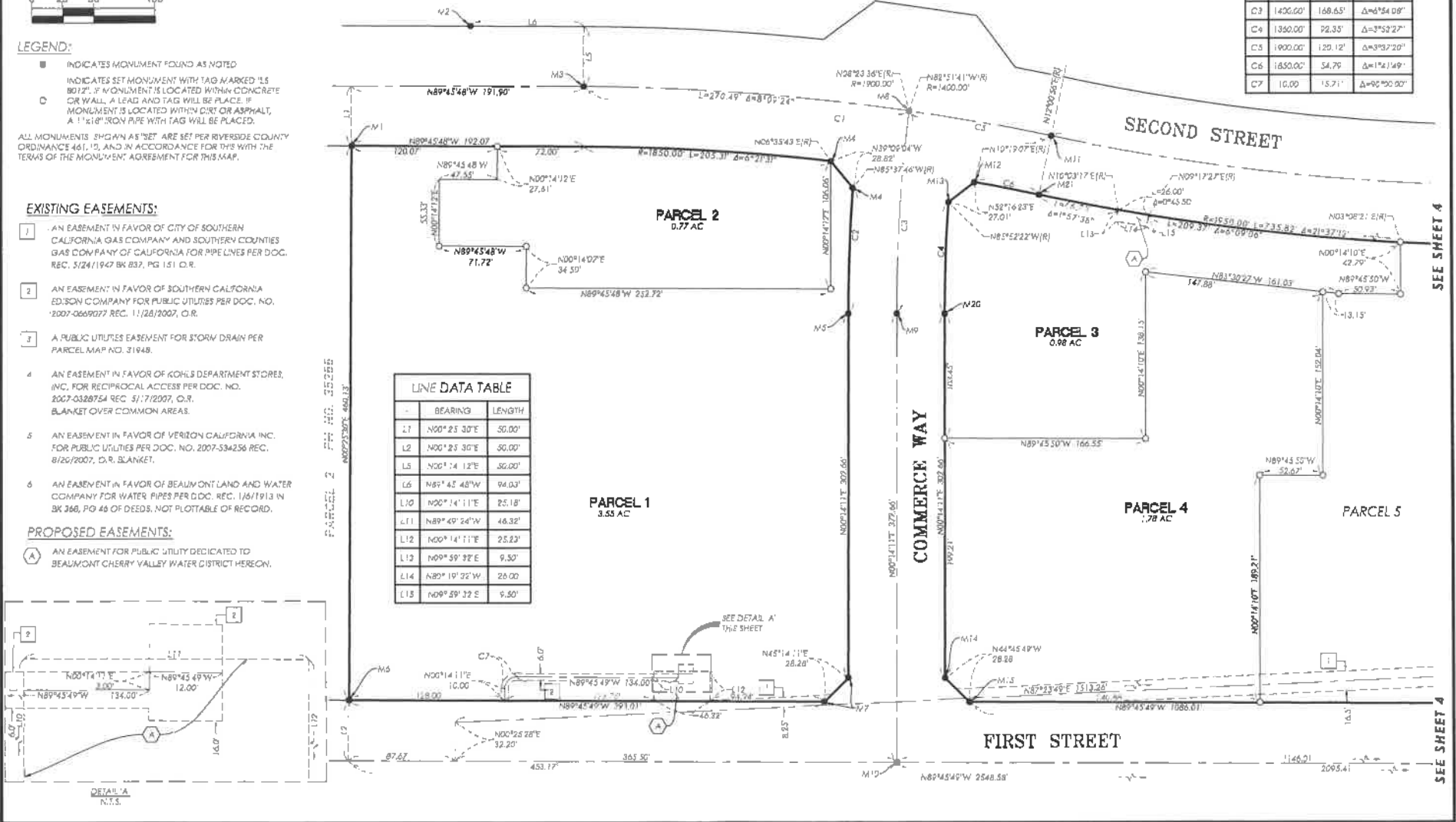
- AN EASEMENT IN FAVOR OF CITY OF SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA FOR PIPE LINES PER D.C. REC. 5/24/1947 BK 837, PG. 151, O.R.
- AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY FOR PUBLIC UTILITIES PER D.C. NO. 2007-0669077 REC. 11/28/2007, O.R.
- A PUBLIC UTILITIES EASEMENT FOR STORM DRAIN PER PARCEL MAP NO. 31948.
- AN EASEMENT IN FAVOR OF KOHL'S DEPARTMENT STORES, INC. FOR RECIPROCAL ACCESS PER D.C. NO. 2007-0328754 REC. 5/17/2007, O.R. BLANKET OVER COMMON AREAS.
- AN EASEMENT IN FAVOR OF VERIZON CALIFORNIA INC. FOR PUBLIC UTILITIES PER D.C. NO. 2007-534256 REC. 8/26/2007, D.R. BLANKET.
- AN EASEMENT IN FAVOR OF BEAUMONT LAND AND WATER COMPANY FOR WATER PIPES PER D.C. REC. 1/6/1913 IN BK 366, PG 46 OF DEEDS, NOT PLOTTABLE OF RECORD.

PROPOSED EASEMENTS:

- (A) AN EASEMENT FOR PUBLIC UTILITY DEDICATED TO BEAUMONT CHERRY VALLEY WATER DISTRICT HEREON.

CURVE DATA TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	1900.00'	390.00'	Δ=11°46'44"
C2	1440.00'	109.90'	Δ=4°08'03"
C3	1400.00'	168.65'	Δ=6°54'08"
C4	1350.00'	22.35'	Δ=3°52'27"
C5	1900.00'	120.12'	Δ=3°37'20"
C6	1650.00'	54.79'	Δ=1°51'49"
C7	10.00'	15.71'	Δ=90°00'00"

LINE DATA TABLE		
LINE	BEARING	LENGTH
L1	N00°23'30"E	50.00'
L2	N00°23'30"E	50.00'
L5	N00°14'12"E	50.00'
L6	N89°45'48"W	94.03'
L10	N00°14'11"E	25.18'
L11	N89°49'24"W	46.32'
L12	N00°14'11"E	25.23'
L13	N09°59'32"E	9.50'
L14	N89°10'32"W	26.00'
L15	N09°59'32"E	9.50'



NUMBER OF PARCELS: 7
TOTAL GROSS AREA= 14.64 ACRES

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 37660

BEING A SUBDIVISION OF PARCELS 1 AND 3 OF PARCEL MAP NO. 35266 AS PER MAP FILED IN BOOK 220, PAGES 61 TO 64, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.
KIMLEY-HORN AND ASSOCIATES, INC. JUNE 2019

SHEET 4 OF 4 SHEETS



EXISTING EASEMENTS:

- 1 AN EASEMENT IN FAVOR OF CITY OF SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA FOR PIPE LINES PER DOC. REC. S1241/947 BK 857, PG 151 O.R.
- 2 AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES PER DOC. NO. 2007-0669077 REC. 11/28/2007, O.R.
- 3 A PUBLIC UTILITIES EASEMENT FOR STORM DRAIN PER PARCEL MAP NO. 31548.
- 4 AN EASEMENT IN FAVOR OF KOHL'S DEPARTMENT STORES, INC. FOR RECIPROCAL ACCESS PER DOC. NO. 2007-0328754 REC. 5/17/2007, O.R. BLANKET OVER COMMON AREAS.
- 5 AN EASEMENT IN FAVOR OF VERIZON CALIFORNIA INC. FOR PUBLIC UTILITIES PER DOC. NO. 2007-524256 REC. 8/20/2007, O.R. BLANKET.
- 6 AN EASEMENT IN FAVOR OF BEAUMONT LAND AND WATER COMPANY FOR WATER PIPES PER DOC. REC. 1161/1913 IN BK 368, PG 46 OF DEEDS, NOT PLOTTABLE OF RECORD.

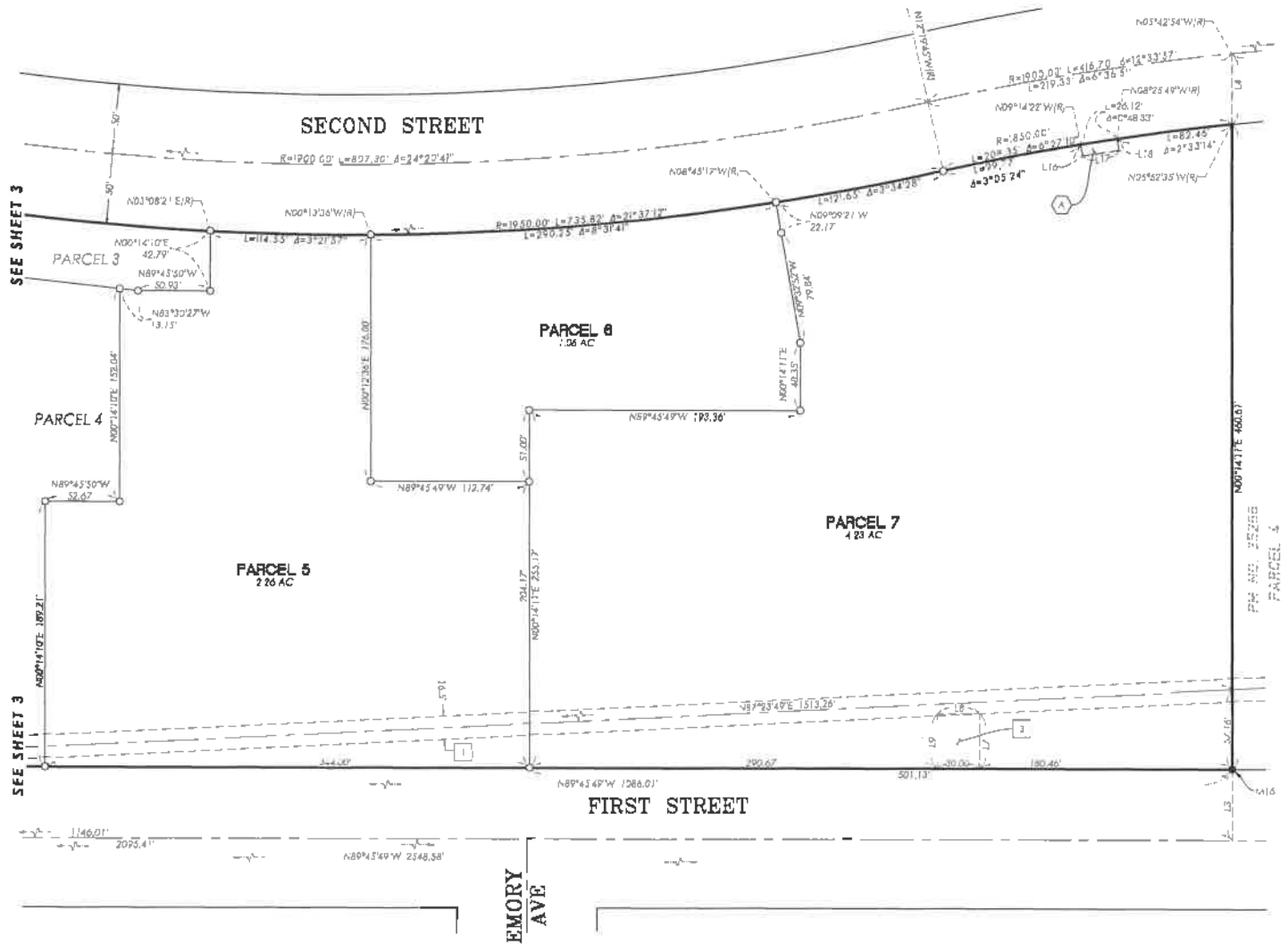
PROPOSED EASEMENTS:

- (A) AN EASEMENT FOR PUBLIC UTILITY DEDICATED TO BEAUMONT CHERRY VALLEY WATER DISTRICT HEREOF.

NOTES:

1. SEE SHEET 2 FOR RECORD DATA

LINE DATA TABLE		
#	BEARING	LENGTH
L3	N00°14'11"E	50.00
L4	N00°14'11"E	50.28
L7	N00°14'11"E	40.00
L8	N89°45'49"W	30.00
L9	N00°14'11"E	40.00
L16	N02°14'21"W	8.40
L17	N81°09'55"E	26.00
L18	N08°25'49"W	8.40





Staff Report

TO: Mayor and City Council Members

FROM: Christina Taylor, Community Development Director

DATE: December 3, 2019

SUBJECT: Tentative Parcel Map No. 37660 TPM2019-0004, a Request to Subdivide Approximately 14.61 Acres into 7 Lots Ranging in Size from .97 Acres to 4.23 Acres for Finance and Conveyance Purposes, Located on the East and West Sides of Commerce Way Between 2nd and 1st Streets in the San Gorgonio Village Specific Plan

Background and Analysis:

Tentative Parcel Map 37660 is a proposal calling for the division of a 14.61 acre parcel into 7 lots, ranging in size from .97 acres to 4.23 acres. It is intended to create parcels which overlie the previously approved plot plan for a commercial project which can be readily transferred to individual builders, or for financing purposes. The proposed map is located on the east and west sides of Commerce Way south of Second Street and north of First Street in the San Gorgonio Village Specific Plan.

Location of Tract Map 37660



The proposed subdivision map is a “financing and conveyance map,” meaning that it cannot lead directly to development nor does it require any physical improvements, as the underlying approvals dictate the manner of site development. The function of the map is to permit the simplified conveyance of portions of the parcel to individual users, or to

separate project elements for financing. This limitation is stipulated by the proposed conditions of approval.

The proposed map is consistent with the underlying approvals and establishes parcel boundaries that provide for logical development increments.

At its meeting on April 23, 2019, the Planning Commission held a public hearing and forwarded a recommendation of approval of Tentative Parcel Map No. 37660 to the City Council.

Environmental Documentation:

This action is exempt from the California Environmental Quality Act (CEQA) under provision 15315 Minor Land Divisions. The existing entitlements, SP06-2, 06-PP-015, and 06-MND-21 remain current and will be relied on in the proposed actions associated with this proposal and no additional environmental analysis is required.

Findings:

In order for City Council to approve the subject proposal, the following findings are required.

1. The proposed use is substantially consistent with the Beaumont General Plan, and all relevant elements and policies thereof.
The proposed division of land is for finance and conveyance purposes only. The development, as proposed and as previously approved, is consistent with the General Plan and zoning for the site. This action upholds General Plan policies encouraging economic growth and development in the City.
2. The proposed map is in conformance with the provisions of Title 17 of the Beaumont Municipal Code and the provisions of SP06-2, 06-PP-015, and 06-MND-21.
The proposed map conforms to all the site and subdivision standards required by the municipal code. The site meets the minimum lot requirements of 10,000 square feet as identified in the specific plan. No changes to the existing entitlements are proposed
3. The proposed map will not result in any significant environmental impacts and falls under the existing Mitigated Negative Declaration 06-MND-21 pursuant to the California Environmental Quality Act.
This action is exempt from the California Environmental Quality Act (CEQA) under provision 15315 Minor Land Divisions. There are no changes to previous approvals and no new uses proposed. All provisions and requirement of Mitigated Negative Declaration 06-MND-21 are still in effect.

4. The proposed map is consistent and compatible with adjoining and surrounding land uses and, with the implementation of the conditions of approval, will be accommodated by the vehicular circulation system in the vicinity.

The proposed map is consistent and compatible with surrounding land uses. The proposed lot sizes are similar to those in adjacent and surrounding developments. The traffic impacts for the approved development were analyzed in 06-MND-21. All existing mitigation measures and conditions of approval are applicable.

Fiscal Impact:

Cost of staff time to prepare the staff report approximately \$300.

Recommendation:

1. Approve Tentative Parcel Map 37066 for a two-year period based upon the findings stipulated herein, subject to the attached conditions of approval.



City Manager Review: Todd Parton
City Manager

Attachments:

[TPM37660 COA's 12.3.19](#)

[TPM37660](#)

CITY OF BEAUMONT CONDITIONS OF APPROVAL

**TENTATIVE PARCEL MAP NO. 37066
SAN GORGONIO VILLAGE**

**PLANNING COMMISSION
APPROVAL:**

4/23/2019

STANDARD CONDITIONS

1. The following conditions of approval are for **TENTATIVE PARCEL MAP NO. 37660**, and consist of all subsequent conditions and all conditions of approval for SP06-2, 06-PP-015 and 06-MND-21.
2. The subdivider shall defend, indemnify, and hold harmless the City of Beaumont, its agents, officers, and employees from any claim, action, or proceeding against the City of Beaumont, its agents, officers, or employees to attack, set aside, void, or annul an approval of the City of Beaumont, its advisory agencies, appeal boards, or legislative body concerning **TENTATIVE TRACT MAP NO. 37660** and related documents, which action is brought within the time period provided for in California Government Code, Section 66499.37. The City of Beaumont will promptly notify the subdivider of any such claim, action, or proceeding against the City of Beaumont and will cooperate fully in the defense. If the City fails to promptly notify the subdivider of any such claim, action, or proceeding or fails to cooperate fully in the defense, the subdivider shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City of Beaumont.
3. The subdivision shall comply with the State of California Subdivision Map Act and to all the pertinent requirements of The Beaumont Municipal Code, unless modified by the conditions listed below.
4. This conditionally approved tentative map will expire two (2) years after the original approval date, unless extended as provided by the Beaumont Municipal Code, the State Subdivision Map Act or by a development agreement. Action on a minor change and/or revised map request will not extend the time limits of the tentative map. Approval of the final map by the City Council is required.
5. The final map shall be prepared by a licensed land surveyor or registered civil engineer subject to all the requirements of the State of California Subdivision Map Act and The Beaumont Municipal Code.
6. If deemed necessary by the Community Development Director, within ten (10) days of approval by the City Council ten (10) copies of an Amended Per Final Conditions map shall be submitted to and approved by the Community Development Director prior to release of the final conditions of approval.

7. Any subsequent review/approvals required by the conditions of approval, including but not limited to grading, landscaping, plot plan and/or building plan review, shall be reviewed on an hourly basis based on, or such fee as may be in effect at the time of submittal, listed in Ordinance No. 506.
8. The proposed subdivision map is a “financing and conveyance map”. It cannot lead directly to development nor does it require any physical improvements, as the underlying approvals dictate the manner of site development. The function of the map is to simply permit the simplified conveyance of portions of the parcel to individual users, or to separate project elements for financing.

AGENCY CONDITIONS

9. The subdivider shall comply with the requirements of the Beaumont Unified School District.
10. The subdivider shall comply with the requirements set forth by the Beaumont Fire Department.
11. The subdivider shall comply with the requirements as set forth by the Beaumont-Cherry Valley Water District.

RECORDATION CONDITIONS

Prior to the RECORDATION of any final map, all the following conditions shall be satisfied:

12. The subdivider shall submit written clearances to the Public Works Director that all pertinent requirements from the following agencies have been met:

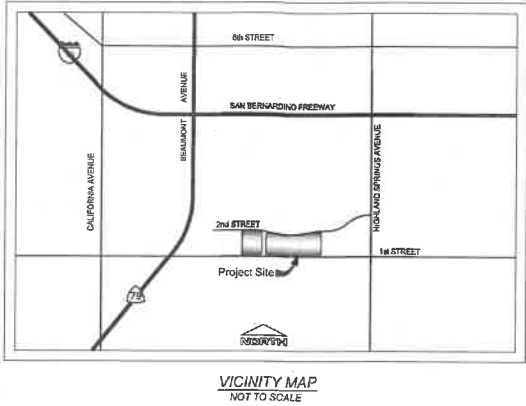
City Fire Department
City Police Department
City Community and Economic Development Department
Beaumont Cherry Valley Water District

13. All road easements shall be offered for dedication to the public and shall continue in force until the governing body accepts or abandons such offers. All dedications shall be free from all encumbrances as approved by the Public Works Director. Street names shall be subject to the approval of the Public Works Director. Secondary access shall be offered for dedication and improved from the tract map boundary to a City maintained road as approved by the Public Works Director prior to recordation.
14. All delinquent property taxes, special taxes and/or any other assessments shall be paid to the Riverside County Tax Collectors Office.
15. Easements, when required for roadway slopes, drainage facilities, utilities, etc., shall be shown on the final map if they are located within the land division boundary. All offers of

dedication and conveyances shall be submitted and recorded as directed by the Public Works Director.

16. A set of covenants, conditions and restrictions (CC&Rs) shall be established and recorded on the properties contained within this map to provide for reciprocal parking amongst the different owners and uses. The CCRs shall be reviewed and approved by the Community Development Director, Public Works Director and City Attorney prior to recordation.

TENTATIVE PARCEL MAP NO. 37660



LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BEAUMONT IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:
 PARCELS 1 AND 3 OF PARCEL MAP NO. 35266, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 220, PAGES 61 TO 64 OF PARCEL MAPS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXISTING EASEMENTS/EXCEPTIONS:

SEE PRELIMINARY TITLE REPORT BY IDELLITY NATION TITLE COMPANY, ORDER NO. 010-30010991-SG4 DATED APRIL 4, 2018. ITEMS LISTED BELOW ARE SHOWN IN THE PRELIMINARY TITLE REPORT AND PLOTTABLE ITEMS ARE DENOTED THUS: [X] WITH LOCATIONS KEYS THE SAME HEREON.

- 2 EASEMENT(S) FOR WATER PIPES AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT GRANTED TO BEAUMONT LAND AND WATER COMPANY RECORDED JANUARY 6, 1913 IN BOOK 368, PAGE 46 OF DEEDS.
EASEMENT TO REMAIN, BLANKET OVER PORTION OF PARCEL 1.
- 3 EASEMENT(S) FOR PIPE LINES AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT TO SOUTHERN CALIFORNIA GAS COMPANY, A CORPORATION, AN UNDIVIDED THREE-FOURTHS INTEREST AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, AN UNDIVIDED ONE-FOURTH INTEREST, AS TENANTS IN COMMON RECORDED MAY 24, 1947 IN BOOK 837, PAGE 151 OF OFFICIAL RECORDS.
EASEMENT TO REMAIN.
- 3 MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED SLOPE EASEMENT AGREEMENT DATED MARCH 30, 2007 EXECUTED BY LOMA LINDA UNIVERSITY, A CALIFORNIA NON-PROFIT RELIGIOUS CORPORATION AND INLAND-LCG BEAUMONT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY RECORDED MARCH 30, 2007 AS INSTRUMENT NO. 2007-0219036 OF OFFICIAL RECORDS.
EASEMENT TO REMAIN, FOR THE BENEFIT OF PARCEL 3.
- 6 MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED SIGN EASEMENT AGREEMENT DATED MARCH 30, 2007 EXECUTED BY LOMA LINDA UNIVERSITY, A CALIFORNIA NON-PROFIT RELIGIOUS CORPORATION AND INLAND-LCG BEAUMONT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY RECORDED MARCH 30, 2007 AS INSTRUMENT NO. 2007-0219037 OF OFFICIAL RECORDS.
DOES NOT AFFECT SUBJECT PROPERTY.
- 9 EASEMENTS FOR RECIPROCAL ACCESS AND RIGHTS INCIDENTAL THERETO AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT, EXECUTED BY LCG BEAUMONT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND KOHL'S DEPARTMENT STORES, INC., A DELAWARE CORPORATION, RECORDED MAY 17, 2007 AS INSTRUMENT NO. 2007-052854 OF OFFICIAL RECORDS.
EASEMENT TO REMAIN.
- 10 MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED AGREEMENT REGARDING SIGN EASEMENT DATED MAY 9, 2007 EXECUTED BY INLAND-LCG BEAUMONT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND KOHL'S DEPARTMENT STORES, INC., A DELAWARE CORPORATION RECORDED MAY 17, 2007 AS INSTRUMENT NO. 2007-052855 OF OFFICIAL RECORDS.
DOES NOT AFFECT SUBJECT PROPERTY.
- 11 EASEMENT(S) FOR PUBLIC UTILITIES AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT GRANTED TO VERIDON CALIFORNIA INC. RECORDED AUGUST 20, 2007 AS INSTRUMENT NO. 2007-334236 OF OFFICIAL RECORDS.
EASEMENT TO REMAIN, BLANKET IN NATURE.
- 12 EASEMENT(S) FOR PUBLIC UTILITIES, INGRESS AND EGRESS AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION RECORDED NOVEMBER 28, 2007 AS INSTRUMENT NO. 2007-0669077 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.
EASEMENT TO REMAIN.
- A EASEMENT FOR STORM DRAIN PURPOSES DEDICATED TO THE CITY OF BEAUMONT PER PARCEL MAP NO. 31948 FILED IN BOOK 212, PAGES 11 THROUGH 17, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY.
EASEMENT NOT LISTED IN TITLE REPORT.

ASSESSOR'S PARCEL NUMBER:

419-260-057-6 AND 419-260-059-8

ZONING DATA:

GENERAL PLAN: (CC) COMMUNITY COMMERCIAL
 ZONING: (SPA) SPECIFIC PLAN AREA

SEBACK	
STREET FRONTAGE:	20 FEET
INTERIOR CORNER:	NONE
REAR:	NONE

PROJECT NARRATIVE:

THE PROPOSED PROJECT IS A TENTATIVE PARCEL MAP FOR THE PURPOSE OF SUBDIVIDING VACANT LAND INTO 6 PARCELS FOR COMMERCIAL RETAIL USE AND IS FILED PURSUANT TO THE SUBDIVISION MAP ACT. NO PUBLIC EASEMENTS OR RIGHT-OF-WAY DEDICATIONS ARE PROPOSED.

NUMBER OF EXISTING LOTS: 2
 NUMBER OF PROPOSED LOTS: 7
 AREA OF PROJECT: 14.61 AC

BASIS OF BEARINGS:

BASIS OF BEARINGS: BEING THE CENTERLINE OF FIRST STREET BETWEEN COMMERCE WAY AND HIGHLAND SPRINGS AVENUE OF PARCEL MAP NO. 33266 FILED IN BOOK 220, PAGES 61 THROUGH 64, BEARINGS BEING N89°54'33"W AS SHOWN ON SAID MAP.

SHEET INDEX:

GENERAL NOTES SHEET 1
 TENTATIVE MAP SHEET 2

OWNER:

G & G BEAUMONT, INC.
 29985 BEREA ROAD
 MENEFEE, CALIFORNIA 92584

SUBDIVIDER:

SGV BEAUMONT, LLC
 2930 AIRWAY AVENUE, UNIT A-9
 COSTA MESA, CALIFORNIA 92626
 CONTACT: MATTHEW BUSH
 TELEPHONE: (657) 247-2600 EXT. 305
 EMAIL: MATT@WOODINVESTMENTS.COM

SIGNATURE _____ DATE _____

SURVEYOR OF WORK:

KIMLEY-HORN AND ASSOCIATES
 401 B STREET SUITE 600
 SAN DIEGO, CA 92101-4218
 CONTACT: MICHAEL KNAPTON
 TELEPHONE: (619) 744-0112
 EMAIL: MICHAEL.KNAPTON@KIMLEY-HORN.COM

MICHAEL KNAPTON L.S. NO. 8012 DATE _____

LEGEND:

- EX. SCREEN WALL
- EASEMENTS
- EXISTING LOTS
- PROJECT BOUNDARY
- RIGHT OF WAY
- CENTERLINE

UTILITY PURVEYORS:

WATER: CHERRY VALLEY WATER DISTRICT (951)845-9581
 SEWER: CITY OF BEAUMONT (951)798-8520
 GAS: SOUTHERN CALIFORNIA GAS COMPANY (800)427-2200
 ELECTRIC: SOUTHERN CALIFORNIA EDISON (800)455-4555

Kimley»Horn

401 B STREET, SUITE 600, SAN DIEGO, CA 92101
 PHONE: (619) 214-1411
 WWW.KIMLEY-HORN.COM



KIM PROJECT 194092001
 DATE 11/14/18
 SCALE AS SHOWN
 DESIGNED BY RAS
 DRAWN BY RAS
 CHECKED BY MJK

GENERAL NOTES

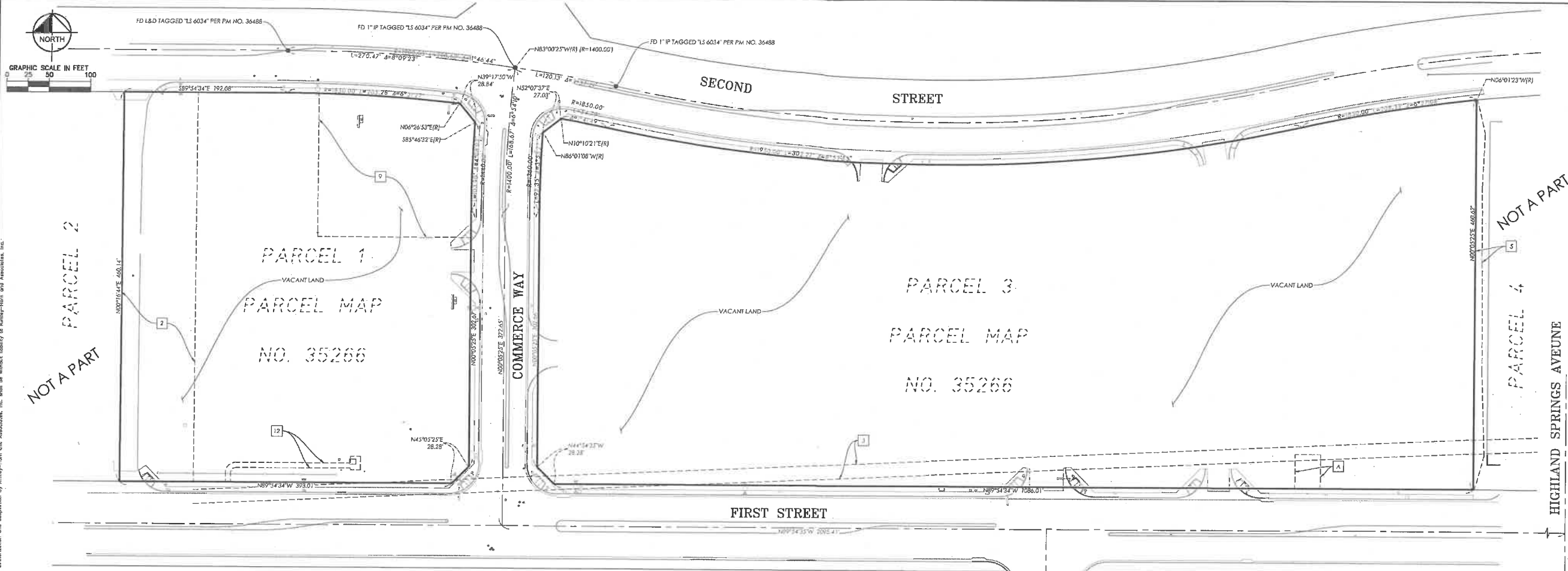
SAN GORGONIO VILLAGE
 BEAUMONT, CA 9
 PREPARED FOR
 WOOD INVESTMENTS

CALIFORNIA

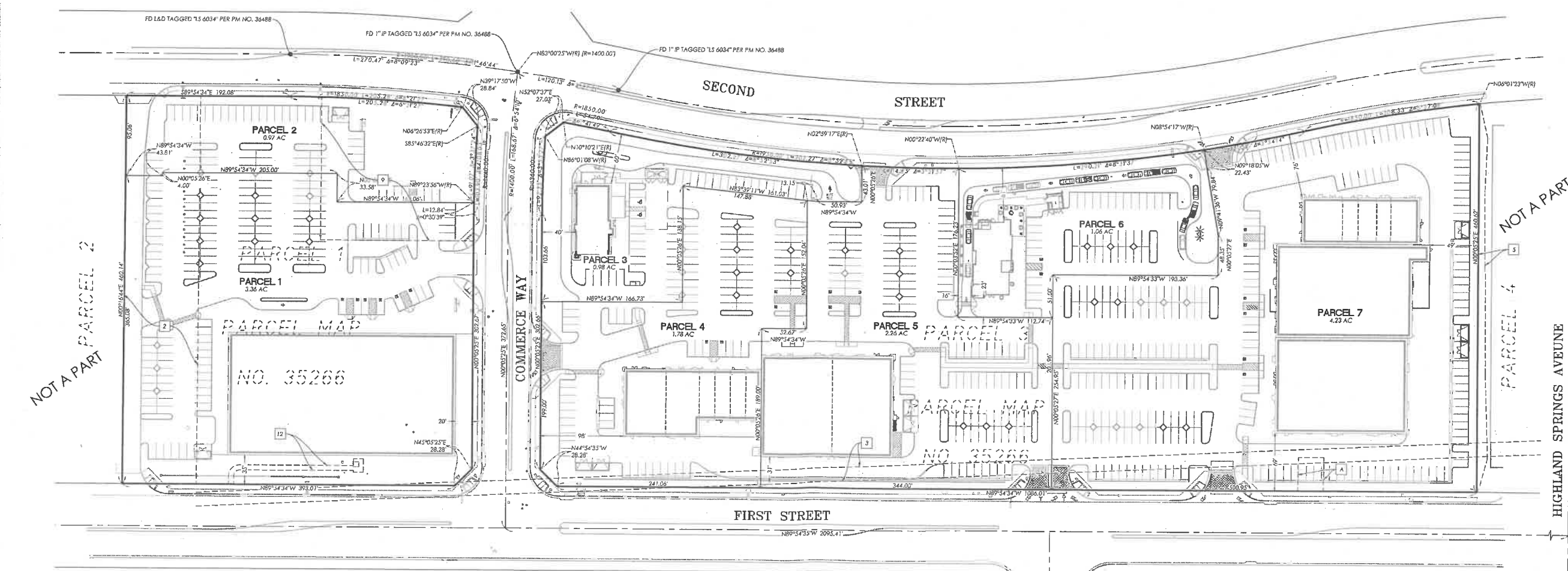
SHEET NUMBER
1 OF 2

No.	REVISIONS	DATE	BY

Richard B. Silva, Rosemarie Street, Satekha Landcut MS January 03, 2019 02:00:10 PM K:\SND_SURV\191092001 - 22nd St Marketplace Map\19 Tentative Map\TPM-MS.dwg
 This document, together with the exhibits and design presented herein, is intended only for the specific purpose and client for which it was prepared. It is not to be used for any other purpose without the written consent of Kimley-Horn and Associates, Inc.



EXISTING CONDITIONS



PROPOSED CONDITIONS

NOTE: PROPOSED IMPROVEMENTS SHOWN AS ENTITLED PER SAN GORGONIO VILLAGE SPECIFIC PLAN

401 B STREET, SUITE 600, SAN GORGONIO, CA 92501 WWW.KIMLEY-HORN.COM	
KHA PROJECT 191092001	DATE 11/14/18
SCALE AS SHOWN	DESIGNED BY RAS
DRAWN BY RAS	CHECKED BY MJK
TENTATIVE MAP	
SAN GORGONIO VILLAGE BEAUMONT, CA 9	CALIFORNIA
PREPARED FOR WOOD INVESTMENTS	BEAUMONT
SHEET NUMBER 2 OF 2	REVISIONS No. DATE BY



Staff Report

TO: Mayor and City Council Members

FROM: Jeff Hart, Public Works Director

DATE: December 3, 2019

SUBJECT: Final Approval of Parcel Map No. 37660 for SGV Beaumont, LLC Located in the San Gorgonio Village Specific Plan

Background and Analysis:

As part of the development process to subdivide a parcel(s) in accordance with the Subdivision Map Act, a tentative parcel map is reviewed and approved by the Planning Commission and City Council. During the review process, staff reviews conditions of approval provided by all City departments and prepares final conditions to be issued with the tentative parcel map approval. Once a tentative parcel map is approved by City Council and conditions have been satisfied, final approval by City Council is required.

On December 3, 2019, City Council approved Tentative Parcel Map No. 37660 (Tentative Map) subject to the completion of conditions. The Tentative Map is proposed by SVG Beaumont, LLC to subdivide 14.61 acres into seven (7) commercial parcels, ranging in size from 0.97 acres to 4.23 acres. The tentative map is located on the east and west sides of Commerce Way, south of Second Street, and north of First Street in the San Gorgonio Village Specific Plan.

This tentative map is a "financing and conveyance map," meaning that it cannot lead directly to development, nor does it require any physical improvements, as the underlying approvals dictate the manner of site development. Subsequently, there are no physical improvements conditioned for the tentative map. The perimeter streets coincident with the tentative map boundary are fully improved.

Staff has determined the developer has satisfied certain conditions for the Tentative Map, and recommends Parcel Map No. 37660 (Parcel Map) be approved pursuant to Section 16.36.090 of the Beaumont Municipal Code. However, if the City Council determines sufficient/ significant tentative map conditions have not been fulfilled, they may deny approval of the parcel map with a finding identifying the incomplete conditions.

Fiscal Impact:

The cost to prepare this staff report is estimated at \$350.

Recommendation:

1. Approval of Parcel Map No. 37660 as it is in substantial conformance with the approved tentative map.



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Parcel Map No. 37660](#)

BLDG

FIRE

PLAN

11-4-2019

Chris Cox
11/8/19

11-5-19

NUMBER OF PARCELS: 7
TOTAL GROSS AREA= 14.64 ACRES

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 37660

BEING A SUBDIVISION OF PARCELS 1 AND 3 OF PARCEL MAP NO. 35266 AS PER MAP FILED IN BOOK 220, PAGES 61 TO 64, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC JUNE 2019

SHEET 1 OF 4 SHEETS

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE TO THE CITY OF BEAUMONT THE "PUBLIC UTILITY" EASEMENT AS SHOWN HEREON.

SVG BEAUMONT, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
NAME: _____
TITLE: _____

30 WEST PERSHING, LLC, A MISSOURI LIMITED LIABILITY COMPANY

BY: _____
PRINT NAME: _____ TITLE: _____

BENEFICIARY:

DBO CREDIT FUNDING LLC, A DELAWARE LIMITED LIABILITY COMPANY, BENEFICIARY UNDER A DEED OF TRUST RECORDED JANUARY 25, 2019 AS INSTRUMENT NO. 2019-0029091, OFFICIAL RECORDS.

BY: _____
PRINT NAME: _____ TITLE: _____

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a) (3) (A) (I-IV) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

BEAUMONT LAND AND WATER COMPANY, HOLDER OF AN EASEMENT FOR WATER PIPES RECORDED JANUARY 6, 1913, IN BOOK 368, PAGE 46 OF DEEDS.

SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, HOLDER OF AN EASEMENT FOR PIPE LINE RECORDED MAY 24, 1947, IN BOOK 937, PAGE 151 OF OFFICIAL RECORDS.

LCG BEAUMONT LLC, KOHL'S DEPARTMENT STORES, INC. AND 30 WEST PERSHING LLC, HOLDER OF AN EASEMENT FOR RECIPROCAL ACCESS RECORDED MAY 17, 2007, AS INSTRUMENT NO. 2007-0328754 AND RECORDED JANUARY 29, 2019 AS INSTRUMENT NO. 2019-0032117, BOTH OF OFFICIAL RECORDS.

VERIZON CALIFORNIA INC., HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES RECORDED AUGUST 20, 2007, AS INSTRUMENT NO. 2007-534256 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, INGRESS AND EGRESS RECORDED NOVEMBER 29, 2007, AS INSTRUMENT NO. 2007-0669077 OF OFFICIAL RECORDS.

NOTARY 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 _____
COUNTY OF _____ } SS

ON _____ BEFORE ME, _____

PERSONALLY APPEARED _____

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.

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
(NAME PRINTED) MY COMMISSION EXPIRES _____
MY COMMISSION NUMBER _____

NOTARY 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 _____
COUNTY OF _____ } SS

ON _____ BEFORE ME, _____

PERSONALLY APPEARED _____

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.

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
(NAME PRINTED) MY COMMISSION EXPIRES _____
MY COMMISSION NUMBER _____

NOTARY 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 _____
COUNTY OF _____ } SS

ON _____ BEFORE ME, _____

PERSONALLY APPEARED _____

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.

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
(NAME PRINTED) MY COMMISSION EXPIRES _____
MY COMMISSION NUMBER _____

BEAUMONT CHERRY VALLEY WATER DISTRICT CERTIFICATE OF ACCEPTANCE:

THIS IS TO CERTIFY THAT THE INTEREST OF THE WATER FACILITIES EASEMENTS FOR CONSTRUCTION AND MAINTENANCE OF WATER FACILITIES CONVEYED WITH THE OWNERS STATEMENT HEREON, FROM OWNER, A SVG BEAUMONT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO BEAUMONT CHERRY VALLEY WATER DISTRICT, A POLITICAL CORPORATION OR GOVERNMENTAL AGENCY, IS HEREBY ACCEPTED AND CONSENTS TO ITS RECORDATION.

DATED: _____ 20____ BY: _____
BEAUMONT CHERRY VALLEY WATER DISTRICT
ITS: _____

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____ AT _____ M. IN BOOK _____ OF PARCEL MAPS, AT PAGES _____, AT THE REQUEST OF THE CITY OF BEAUMONT.

NO. _____
FEE _____
PETER ALDANA, ASSESSOR - COUNTY CLERK - RECORDER

BY: _____ DEPUTY

SUBDIVISION GUARANTEE: CHICAGO TITLE COMPANY NO. _____

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BEAUMONT LAND, LLC IN OCTOBER, 2018. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.



MICHAEL J. KNAFTON, L.S. 8012, EXP. 12-31-20 DATE _____

CITY SURVEYOR'S STATEMENT:

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF PARCEL MAP NO. 37660 AS FILED AND APPROVED BY THE CITY OF BEAUMONT ON APRIL 23, 2019; AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATED: _____ 20____



ERIK T. HOWARD, P.E., P.L.S.
CITY SURVEYOR
RCS 53316, EXP. 12-31-20
PLS 7648, EXP. 6-30-21
CITY OF BEAUMONT

BEAUMONT CITY COUNCIL CERTIFICATE:

I HEREBY CERTIFY THAT THIS MAP WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT ON THE _____ DAY OF _____, 20____ AND THAT THEREUPON SAID COUNCIL DID, BY ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP AND DID ACCEPT ON BEHALF OF THE PUBLIC: THE EASEMENT FOR PUBLIC UTILITY AS SHOWN HEREON.

DATED: _____, 2019 BY: _____
CITY CLERK, CITY OF BEAUMONT
RIVERSIDE COUNTY, CALIFORNIA

TAX COLLECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ _____

DATE: _____, 20____

JON CHRISTENSEN BY: _____, DEPUTY
COUNTY TAX COLLECTOR

TAX BOND STATEMENT:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: _____, 20____

CASH OR SURETY TAX BOND
JON CHRISTENSEN BY: _____, DEPUTY
COUNTY TAX COLLECTOR

PW

NUMBER OF PARCELS: 7
TOTAL GROSS AREA= 14.64 ACRES

SHEET 2 OF 4 SHEETS

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 37660

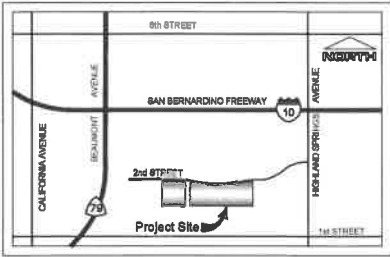
BEING A SUBDIVISION OF PARCELS 1 AND 3 OF PARCEL MAP NO. 35266 AS PER MAP FILED IN BOOK 220, PAGES 61 TO 64, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC. JUNE 2019

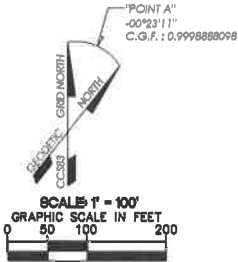
BOUNDARY ESTABLISHMENT

LEGEND:

- INDICATES FOUND MONUMENT AS NOTED
- ▲ INDICATES GPS MONUMENT AS NOTED
- OR CL CENTER LINE
- () INDICATES RECORD DATA PER R1 UNLESS NOTED OTHERWISE
- PP PLASTIC PLUG
- CFR CALCULATED FROM RECORD



VICINITY MAP
NOT TO SCALE



REFERENCES:

- R1 PM NO. 35266
PMB 220/61-64
- R2 PM NO. 31948
PMB 212/11-17
- R3 TRACT NO. 28017-1
MB 254/71-72

BASIS OF BEARINGS:

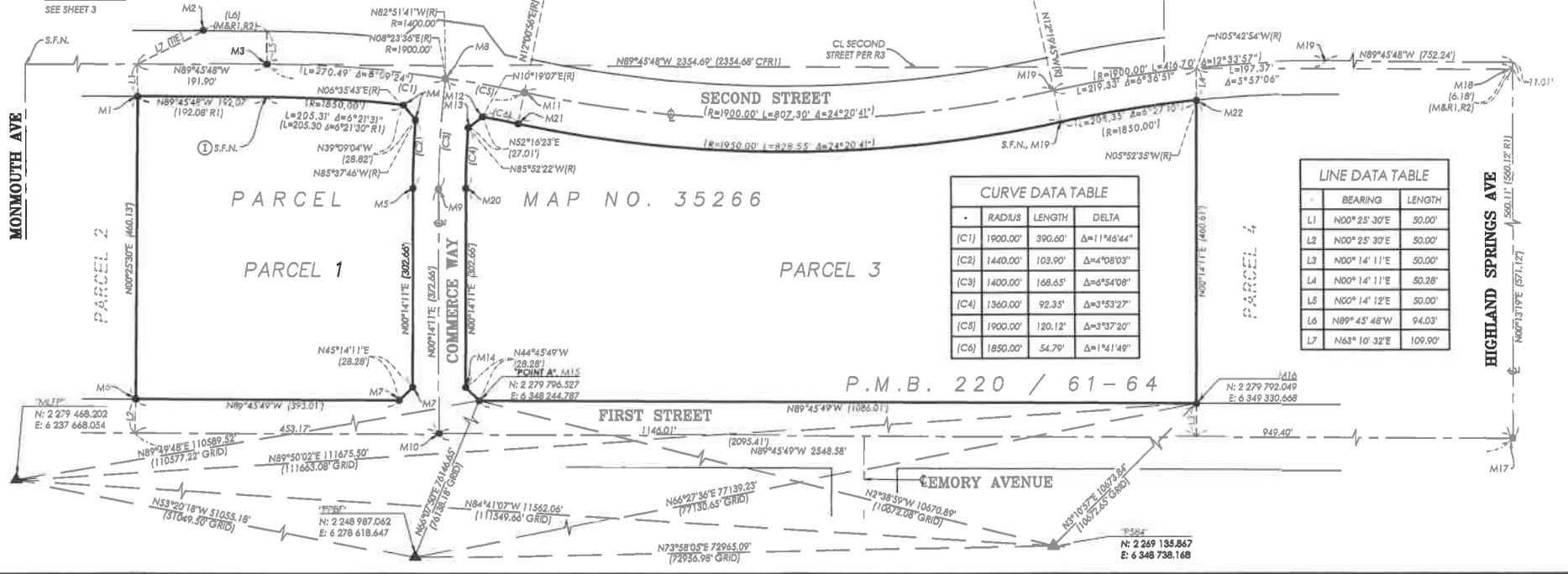
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM CCS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "PPBP", "P384" AND "WLPF" MAD 83 (NSRS2011) EPOCH 2010.00 AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.999888098. CALCULATIONS ARE MADE AT "POINT A" WITH COORDINATES OF N: 2279796.527, E: 6348244.787, USING AN ELEVATION OF 2550.3'.

EASEMENTS:

SEE SHEET 3

MONUMENT AND ESTABLISHMENT NOTES:

- M1 FD L&D MKD 'LS 8145', FLUSH, PER R1. ACCEPTED AS NW COR. PARCEL 1.
- M2 FD SPK, NO WASHWER, DN 3", IN LIEU OF S&W MKD. 'PLS 6034' PER R2. ACCEPTED AS POINT ON N'LY LINE SECOND STREET.
- M3 FD L&D MKD 'PLS 6034', FLUSH, NO REC. ACCEPTED AS BC/EC ON CL OF SECOND STREET AS SHOWN PER R2.
- M4 FD 1" IP MKD 'LS 8145', DN 7", PER R1. ACCEPTED AS NE COR. PARCEL 1.
- M5 FD 1" IP MKD 'LS 8145', DN 4", PER R1. ACCEPTED AS BC/EC ON W'LY LINE OF COMMERCE WAY.
- M6 FD L&D MKD 'LS 8145', FLUSH, PER R1. ACCEPTED AS SW COR. PARCEL 1.
- M7 FD 1" IP MKD 'LS 8145', DN 7", PER R1. ACCEPTED AS SE COR. PARCEL 1.
- M8 FD 1" IP MKD 'PLS 6034', FLUSH, IN LIEU OF 1" IP MKD 'LS 8145' PER R1. ACCEPTED AS CL INT OF COMMERCE WAY AND SECOND STREET.
- M9 FD 3&W MKD 'LS 8145', FLUSH, PER R1. ACCEPTED AS BC/EC ON CL OF COMMERCE WAY.
- M10 FD S&W MKD 'LS 8145', FLUSH, PER R1. NOT ACCEPTED. ESTAB BY REC. DATA FROM FD MON PER R1. MON LIES 340°53'11" W 0.15' FROM TRUE POSITION.
- M11 FD 1" IP MKD 'PLS 6034', FLUSH, NO REC. ACCEPTED AS BC/EC ON NCL SECOND STREET AS SHOWN PER R2.
- M12 FD L&D MKD 'LS 8145', FLUSH, PER R1. ACCEPTED AS NW COR. PARCEL 3.
- M13 FD 1" IP MKD 'LS 8145', DN 7", PER R1. ACCEPTED AS NW COR. PARCEL 3.
- M14 FD 1" IP MKD 'LS 8145', DN 7", PER R1. ACCEPTED AS SW COR. PARCEL 3.
- M15 FD 1" IP MKD 'LS 8145', DN 8", PER R1. ACCEPTED AS SW COR. PARCEL 3.
- M16 FD 1" IP MKD 'LS 8145', DN 8", PER R1. ACCEPTED AS SE COR. PARCEL 3.
- M17 FD 1" IP, NO PLUG, DN 0.1", IN LIEU OF 1" IP W/PP MKD 'LS 4528' PER R3. ACCEPTED AS CL INT OF HIGHLAND SPRINGS AVE AND FIRST STREET.
- M18 FD 1" IP W/PP MKD 'LS 4628', DN 0.2" PER R3. ACCEPTED AS O/S TO CL INT OF HIGHLAND SPRINGS AVE AND (OLD) SECOND STREET. MON SYMBOL REMOVED FOR CLARITY.
- M19 ESTABLISHED BY RECORD DATA FROM FD MON PER R1.
- M20 FD 1" IP MKD 'LS 8145', DN 7", PER R1. ACCEPTED AS SLY BC/EC ON W'LY LINE PARCEL 3.
- M21 FD 1" IP MKD 'LS 8145', DN 7", PER R1. ACCEPTED AS W'LY BC/EC ON N'LY LINE PARCEL 3.
- M22 FD 1" IP MKD 'LS 8145', DN 7", PER R1. ACCEPTED AS NELY COR. PARCEL 3.
- Ⓢ ESTABLISHED BY INTERSECTION.



POINT	RADIUS	LENGTH	DELTA
(C1)	1900.00'	390.60'	Δ=11°46'44"
(C2)	1440.00'	103.90'	Δ=4°08'03"
(C3)	1400.00'	168.65'	Δ=6°54'08"
(C4)	1360.00'	92.35'	Δ=3°53'27"
(C5)	1900.00'	120.12'	Δ=3°37'20"
(C6)	1850.00'	54.79'	Δ=1°41'49"

LINE	BEARING	LENGTH
L1	N00°25'30"E	50.00'
L2	N00°25'30"E	50.00'
L3	N00°14'11"E	50.00'
L4	N00°14'11"E	50.28'
L5	N00°14'12"E	50.00'
L6	N89°45'48"W	94.03'
L7	N63°10'32"E	109.90'

NUMBER OF PARCELS: 7
TOTAL GROSS AREA= 14.64 ACRES

SHEET 3 OF 4 SHEETS

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 37660

BEING A SUBDIVISION OF PARCELS 1 AND 3 OF PARCEL MAP NO. 35266 AS PER MAP FILED IN BOOK 220, PAGES 61 TO 64, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC

JUNE 2019



NOTES:

- SEE SHEET 2 FOR RECORD DATA AND MONUMENT NOTES.

LEGEND:

- INDICATES MONUMENT FOUND AS NOTED
 - INDICATES SET MONUMENT WITH TAG MARKED 'LS 8012". IF MONUMENT IS LOCATED WITHIN CONCRETE OR WALL, A LEAD AND TAG WILL BE PLACED. IF MONUMENT IS LOCATED WITHIN DIRT OR ASPHALT, A 1"x1/8" IRON PIPE WITH TAG WILL BE PLACED.
- ALL MONUMENTS SHOWN AS 'SET' ARE SET PER RIVERSIDE COUNTY ORDINANCE 461.10, AND IN ACCORDANCE WITH THIS WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THIS MAP.

EXISTING EASEMENTS:

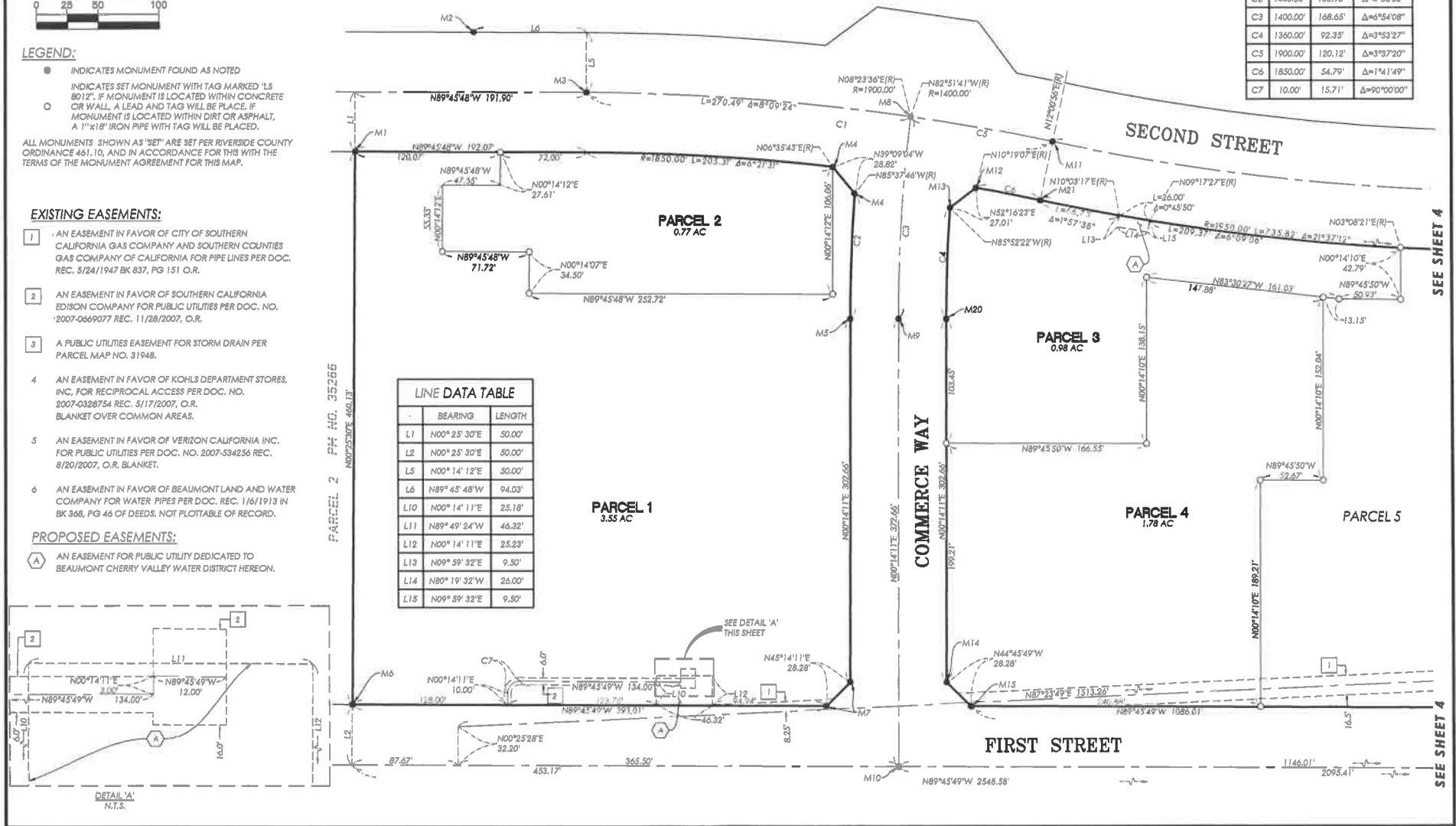
- AN EASEMENT IN FAVOR OF CITY OF SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA FOR PIPE LINES PER DOC. REC. 5/24/1947 BK 837, PG 151 O.R.
- AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES PER DOC. NO. '2007-0669077 REC. 11/28/2007, O.R.
- A PUBLIC UTILITIES EASEMENT FOR STORM DRAIN PER PARCEL MAP NO. 31948.
- AN EASEMENT IN FAVOR OF KOHL'S DEPARTMENT STORES, INC, FOR RECIPROCAL ACCESS PER DOC. NO. 2007-0328754 REC. 5/17/2007, O.R. BLANKET OVER COMMON AREAS.
- AN EASEMENT IN FAVOR OF VERIZON CALIFORNIA INC. FOR PUBLIC UTILITIES PER DOC. NO. 2007-534256 REC. 8/20/2007, O.R. BLANKET.
- AN EASEMENT IN FAVOR OF BEAUMONT LAND AND WATER COMPANY FOR WATER PIPES PER DOC. REC. 1/6/1913 IN BK 368, PG 46 OF DEEDS. NOT PLOTTABLE OF RECORD.

PROPOSED EASEMENTS:

- A AN EASEMENT FOR PUBLIC UTILITY DEDICATED TO BEAUMONT CHERRY VALLEY WATER DISTRICT HEREON.

CURVE DATA TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	1900.00'	390.60'	Δ=11°46'44"
C2	1440.00'	103.90'	Δ=4°08'03"
C3	1400.00'	168.65'	Δ=6°54'08"
C4	1360.00'	92.35'	Δ=3°53'27"
C5	1900.00'	120.12'	Δ=3°37'20"
C6	1850.00'	54.79'	Δ=1°41'49"
C7	10.00'	15.71'	Δ=90°00'00"

LINE DATA TABLE		
LINE	BEARING	LENGTH
L1	N00°25'30"E	50.00'
L2	N00°25'30"E	50.00'
L5	N00°14'12"E	50.00'
L6	N89°45'48"W	94.03'
L10	N00°14'11"E	25.18'
L11	N89°49'24"W	46.32'
L12	N00°14'11"E	25.23'
L13	N09°59'32"E	9.50'
L14	N89°19'32"W	26.00'
L15	N09°59'32"E	9.50'



NUMBER OF PARCELS: 7
TOTAL GROSS AREA= 14.64 ACRES

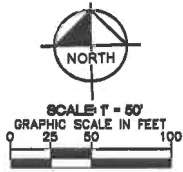
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 37660

BEING A SUBDIVISION OF PARCELS 1 AND 3 OF PARCEL MAP NO. 35266 AS PER MAP FILED IN BOOK 220, PAGES 61 TO 64, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC

JUNE 2019

SHEET 4 OF 4 SHEETS



EXISTING EASEMENTS:

- 1 AN EASEMENT IN FAVOR OF CITY OF SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA FOR PIPE LINES PER DOC. REC. 5/24/1947 BK 837, PG 151 O.R.
- 2 AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES PER DOC. NO. 2007-0649077 REC. 11/28/2007, O.R.
- 3 A PUBLIC UTILITIES EASEMENT FOR STORM DRAIN PER PARCEL MAP NO. 31948.
- 4 AN EASEMENT IN FAVOR OF KOHLS DEPARTMENT STORES, INC, FOR RECIPROCAL ACCESS PER DOC. NO. 2007-0328754 REC. 5/17/2007, O.R. BLANKET OVER COMMON AREAS.
- 5 AN EASEMENT IN FAVOR OF VERIZON CALIFORNIA INC. FOR PUBLIC UTILITIES PER DOC. NO. 2007-534256 REC. 8/20/2007, O.R. BLANKET.
- 6 AN EASEMENT IN FAVOR OF BEAUMONT LAND AND WATER COMPANY FOR WATER PIPES PER DOC. REC. 1/6/1913 IN BK 368, PG 46 OF DEEDS. NOT PLOTTABLE OF RECORD.

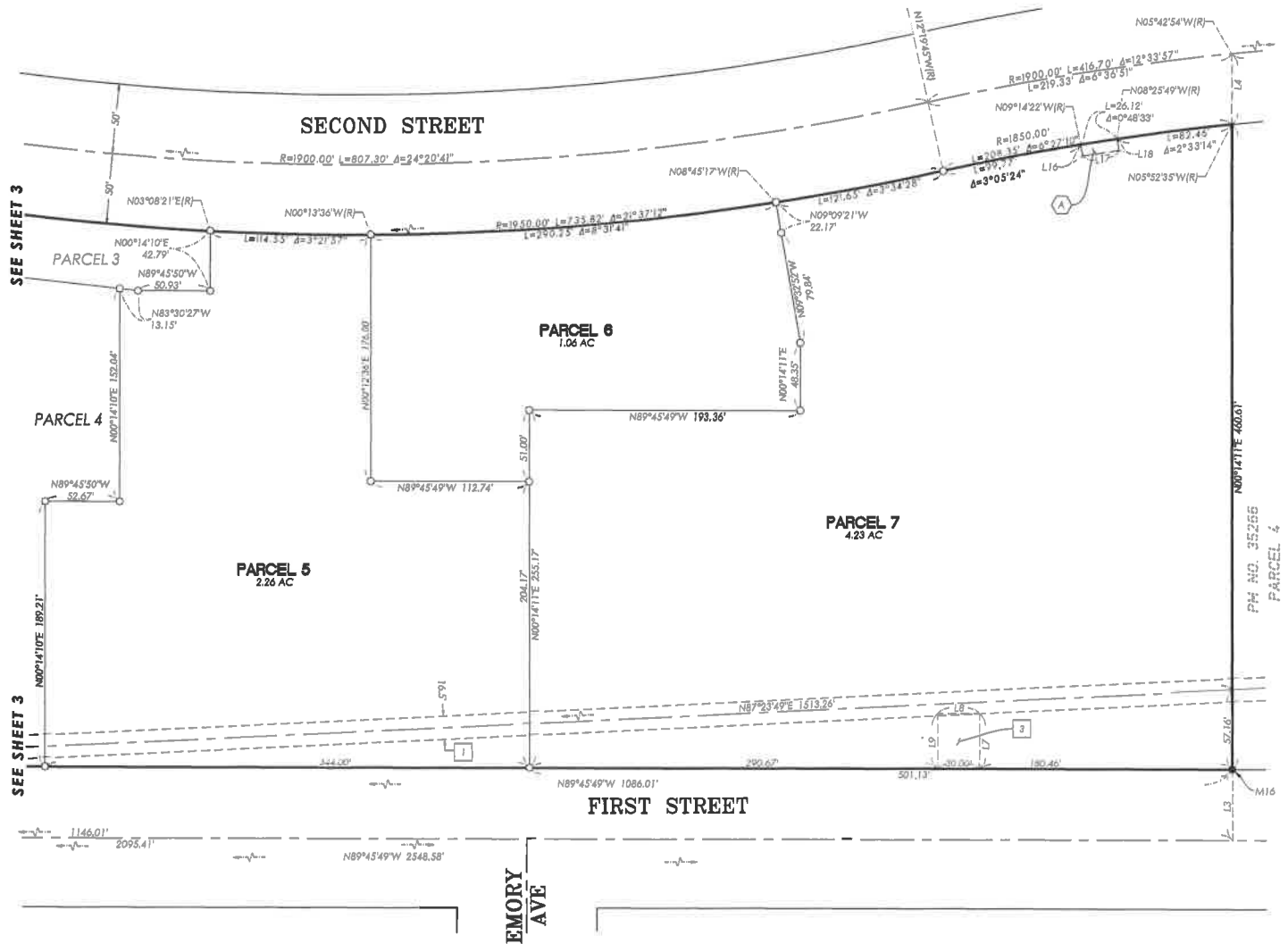
PROPOSED EASEMENTS:

- A AN EASEMENT FOR PUBLIC UTILITY DEDICATED TO BEAUMONT CHERRY VALLEY WATER DISTRICT HEREON.

NOTES:

1. SEE SHEET 2 FOR RECORD DATA

LINE DATA TABLE		
LINE	BEARING	LENGTH
L3	N00°14'11"E	50.00'
L4	N00°14'11"E	50.28'
L7	N00°14'11"E	40.00'
L8	N89°45'49"W	30.00'
L9	N00°14'11"E	40.00'
L16	N029°14'21"W	8.40'
L17	N81°09'55"E	26.00'
L18	N08°25'49"W	8.40'





Staff Report

TO: Mayor and City Council Members

FROM: Sean Thuilliez, Police Chief

DATE: December 3, 2019

SUBJECT: Edward Byrne Memorial Justice Assistance Grant Program Fiscal Year 2019 Interlocal Agreement

Background and Analysis:

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications for the FY2019-2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (see Exhibit A). This program assists state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

The JAG Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government under the FY2019-2020 JAG Program Local Solicitation.

In general, JAG funds awarded to a unit of local government under this FY2019-2020 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice.

Staff is seeking Council's approval to enter into an interlocal agreement between Riverside County and the City of Beaumont to seek JAG funds in the amount of \$10,868 (see Exhibit B). Under the agreement, the City of Beaumont will purchase fifteen (15) ballistic helmets and sixteen (16) visors in the amount of \$9,487. \$294 will be allocated towards the purchase of National Incident Based Reporting System (NIBRS) equipment and \$1,087 will be allocated to the Riverside County Sheriff's Department for providing administrative services for the JAG Program (see Exhibit C).

The Beaumont Police Department issues each of its sworn officers ballistic helmets as part of their personal protection equipment and are in need of replacement. The department allocated \$12,000 towards the purchase of ballistic helmets in the FY2019-2020 budget under Account #100-2050-7070-0000, however, the cost of the helmets and visors only allow for the purchase of fifteen (15) replacement helmets. The JAG funds will allow the department to purchase an additional fifteen (15) helmets and (16) visors, thus enabling the department to issue helmets to all the officers assigned to operations. The helmets

requested have a ten (10) year operations life-expectancy and will be added to the Police Department's equipment replacement schedule.

Fiscal Impact:

There is no anticipated fiscal impact to the General Fund. The grant will be deposited into the Grant Fund Account and any costs or fees associated with the event will be utilized from the expense account 240-0000-4455-0000.

Recommendation:

1. Authorize staff to apply for the FY2019-2020 Edward Byrne Memorial Justice Assistance Grant (JAG) program, and
2. Authorize City Council to enter into an interlocal agency agreement between Riverside County and the City of Beaumont to seek JAG funds for FY2019-2020.



City Manager Review: Todd Parton
City Manager

Attachments:

[Exhibit A JAGLocal19](#)

[Exhibit B JAG 19 Interlocal Agreement](#)

[Exhibit C Beaumont PD 2019 JAG Line Item Budget Narrative \(1\)](#)

OMB No. 1121-0329
Approval Expires 11/30/2020



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2019 Local Solicitation

CFDA #: 16.738

Solicitation Release Date: July 25, 2019

Application Deadline: 8:00 p.m. eastern time on August 23, 2019

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

This solicitation incorporates the [OJP Grant Application Resource Guide](#) by reference. The OJP Grant Application Resource Guide provides guidance to applicants for the preparation and submission to OJP of applications for funding. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the OJP Grant Application Resource Guide.

Eligibility

Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term "unit of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., a mayor)

properly executes, and the unit of local government submits, the “Certifications and Assurances by Chief Executive of Applicant Government” attached to this solicitation as [Appendix A](#).

Eligible allocations under JAG are posted annually on the [JAG web page](#).

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Contact Information

For technical assistance with submitting an application, contact the Grants Management System (GMS) Support Hotline at 888-549-9901, option 3, or via email at GMS.HelpDesk@usdoj.gov. The GMS Support Hotline operates 24 hours a day, 7 days a week, including on federal holidays.

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the National Criminal Justice Reference Service (NCJRS) Response Center at grants@ncjrs.gov **within 24 hours after the application deadline** in order to request approval to submit its application after the deadline. For information on reporting technical issues, see “Experiencing Unforeseen GMS Technical Issues” under **How to Apply (GMS)** in the [OJP Grant Application Resource Guide](#).

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); by email at grants@ncjrs.gov; by fax to 301-240-5830, or by web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date. Applicants also may contact the appropriate BJA [State Policy Advisor](#).

Post-Award Legal Requirements Notice

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance). OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

Deadline details

Applicants must register in the OJP Grants Management System (GMS) at <https://grants.ojp.usdoj.gov/> prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the “Apply Online” button associated with the solicitation title. **All registrations and applications are due by 8 p.m. eastern time on August 23, 2019.**

For additional information, see the “**How to Apply (GMS)**” section in the [OJP Grant Application Resource Guide](#).

Contents

A. Program Description	5
Overview	5
Program-specific Information	5
Permissible uses of JAG Funds – In general	5
Limitations on the use of JAG funds	6
Requirements specific to “disparate” jurisdictions	10
Required compliance with applicable federal laws	10
BJA Areas of Emphasis	12
Objectives	14
Evidence-based Programs or Practices	14
Information Regarding Potential Evaluation of Programs and Activities	14
B. Federal Award Information	15
Type of Award	15
Financial Management and System of Internal Controls	16
Budget and Financial Information	16
Cost Sharing or Match Requirement	16
Pre-agreement Costs (also known as Pre-award Costs)	16
Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs	16
Costs Associated with Language Assistance (if applicable)	17
C. Eligibility Information	17
D. Application and Submission Information	17
What an Application Should Include	17
How to Apply	22
E. Application Review Information	22
Review Process	22
F. Federal Award Administration Information	22
Federal Award Notices	22
Administrative, National Policy, and Other Legal Requirements	22
Information Technology (IT) Security Clauses	22
Statutory and Regulatory Requirements; Award Conditions	23
General Information about Post-federal Award Reporting Requirements	24
G. Federal Awarding Agency Contact(s)	24
H. Other Information	24
Freedom of Information Act and Privacy Act (5 U.S.C. § 552 and 5 U.S.C. § 552a)	24
Provide Feedback to OJP	24

Appendix A: Certifications and Assurances by the Chief Executive 25
Appendix B: Certain relevant federal laws, as in effect on April 8, 2019..... 27
Appendix C: Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)..... 33
Appendix D: Additional Award Purposes 34
Appendix E: Application Checklist..... 37

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2019 Local Solicitation CFDA #16.738

A. Program Description

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government under this FY 2019 JAG Program Local Solicitation. (A separate solicitation will be issued for applications to BJA directly from states.)

Statutory Authority: The JAG Program is authorized by Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (Public Law No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

Program-specific Information

Permissible uses of JAG Funds – In general

In general, JAG funds awarded to a unit of local government under this FY 2019 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for **criminal justice**, including any one or more of the following:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs

Additionally, JAG funds awarded to a unit of local government under this FY 2019 solicitation may be used for any purpose indicated [Appendix D](#).

In connection with all of the above purposes (including those indicated in the appendix), it should be noted that the statute defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend

criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

Limitations on the use of JAG funds

Prohibited uses of funds – JAG funds may not be used (whether directly or indirectly) for any purpose prohibited by federal statute or regulation, including those purposes specifically prohibited by the JAG Program statute as set out at 34 U.S.C. § 10152.

JAG funds may not be used (directly or indirectly) for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, **JAG funds may not be used (directly or indirectly) to pay for any of the following items unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:**

- Vehicles, vessels, or aircraft*
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Any similar items

*Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.

For information about requesting BJA certification for a listed prohibited item (including Unmanned Aircraft, Unmanned Aerial Vehicles and/or Unmanned Aerial System purchases) or for examples of allowable vehicles that do not require BJA certification, refer to the [JAG FAQs](#).

Cap on use of JAG award funds for administrative costs – Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award.

Prohibition of supplanting; no use of JAG funds as match – JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities. See the [JAG FAQs](#) for examples of supplanting.

Although supplanting is prohibited, as discussed under [What An Application Should Include](#), leveraging of federal funding is encouraged.

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for the purposes of other federal awards.

Other restrictions on use of funds – If a unit of local government chooses to use its FY 2019 JAG funds for particular, defined types of expenditures, it must satisfy certain preconditions.

- **Body-Worn Cameras (BWC)** - A unit of local government that proposes to use FY 2019 JAG award funds to purchase BWC equipment, or to implement or enhance BWC programs, must provide OJP with a certification(s) that each unit of local government law enforcement agency receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: <https://www.bja.gov/Funding/BodyWornCameraCert.pdf>.

A unit of local government that proposes to use JAG funds for BWC-related expenses will have funds withheld until the required certification is submitted and approved by OJP. If the unit of local government proposes to change project activities to utilize JAG funds for BWC-related expenses after the award is accepted, the unit of local government must submit the signed certification to OJP at that time.

Further, before making any subaward for BWC-related expenses, the unit of local government JAG recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the unit of local government JAG recipient, and made available to OJP upon request.

The BJA [BWC Toolkit](#) provides model BWC policies and best practices to assist departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the Body-Worn Camera Policy and Implementation Program (BWC Program). The BWC Program allows jurisdictions to develop and implement policies and practices required for effective program adoption and address program factors, including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested units of local government may wish to refer to the [BWC web page](#) for more information. Units of local government should note, however, that JAG funds may not be used as any part of the 50 percent match required by the BWC Program.

- **Body Armor** - Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. In addition, body armor purchased must be made in the United States. Finally, body armor purchased with JAG funds must be "uniquely fitted vests," which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of: 1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP's efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the [Standard Practice for Body Armor Wearer Measurement and Fitting of Armor](#) (Active Standard ASTM E3003) available at no cost. The [Personal Armor Fit Assessment checklist](#) is excerpted from ASTM E3003.

A unit of local government that proposes to use FY 2019 JAG award funds to purchase body armor must provide OJP with a certification(s) that each unit of local government

law enforcement agency receiving body armor has a written “mandatory wear” policy in effect. See 34 U.S.C. § 10202(c). The certification form related to mandatory wear can be found at: www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf. There are no requirements regarding the nature of the policy other than it specify when mandatory wear is required for uniformed officers on duty. FAQs related to the mandatory wear policy requirement can be found at ojp.gov/bvpbasi/docs/FAQsBVPMandatoryWearPolicy.pdf. A mandatory wear concept and issues paper and a model policy are available at the BVP Customer Support Center, at vests@usdoj.gov or toll free at 1–877–758–3787.

A unit of local government that proposes to use JAG funds to purchase body armor will have funds withheld until the required certification is submitted and approved by OJP. If the unit of local government proposes to change project activities to utilize JAG funds to purchase body armor after the award is accepted, the unit of local government must submit the signed certification to OJP at that time.

Further, before making any subaward for the purchase of body armor, the unit of local government JAG recipient must collect a completed mandatory wear certification from the proposed subrecipient. Any such certifications must be maintained by the local government JAG recipient, and made available to OJP upon request.

Apart from the JAG program, BJA provides funds under the Bulletproof Vest Partnership (BVP) Program. The BVP Program is designed to provide a critical resource to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and application, refer to the [BVP web page](#). Units of local government should note, however, that JAG funds may not be used as any part of the 50 percent match required by the BVP Program. It is also important to note that **pursuant to the BVP program statute, at 34 U.S.C. § 10532(c), the use of JAG funding by a unit of local government may impact its eligibility for funding under the BVP program. If a unit of local government uses JAG funds to purchase armor vests, that unit of local government cannot also receive funding under the BVP program in the same fiscal year.** For additional information on the BVP Program and eligibility restrictions related to receipt of JAG funding, review the [BVP FAQs](#).

- **Interoperable Communications** - Units of local government (and any subrecipients) that use FY 2019 JAG funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as Voice over Internet Protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission [FCC] Waiver Order) should review current SAFECOM guidance at: <https://www.dhs.gov/safecom>. This guidance is updated annually to provide current information on emergency communications policies, eligible costs, best practices, and technical standards for state, local, tribal, and territorial grantees investing federal funds in emergency communications projects. Additionally, emergency communications projects funded with FY 2019 JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state’s interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office

of Emergency Communications maintains a list of SWICs for each of the states and territories. Contact OEC@hq.dhs.gov for more information. All communications equipment purchased with FY 2019 JAG Program funding should be identified during quarterly performance metrics reporting.

Further, information-sharing projects funded with FY 2019 JAG funds must comply with DOJ's [Global Justice Information Sharing Initiative](#) guidelines, as applicable, in order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community. Recipients (and subrecipients) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. Recipients (and subrecipients) will be required to document planned approaches to information sharing and describe compliance with GSP and an appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

For JAG applicants considering implementing communications technology projects, it is worthwhile to consider the First Responder Network Authority (FirstNet) Program. The Middle Class Tax Relief and Job Creation Act of 2012 (47 U.S.C. §§ 1401 *et seq.*) established FirstNet as an independent authority within the National Telecommunications and Information Administration (NTIA). FirstNet's statutory mission is to take all actions necessary to ensure the establishment of a nationwide public safety broadband network (NPSBN). NPSBN will use the 700 MHz D block spectrum to provide Long-Term Evolution (LTE)-based broadband services and applications to public safety entities. The network is based on a single, national network architecture that will evolve with technological advances and initially consist of a core network and radio access network. While mission-critical voice communications will continue to occur on land mobile radio (LMR), in time, FirstNet is expected to provide public safety entities with mission-critical broadband data capabilities and services including, but not limited to: messaging, image sharing, video streaming, group text, voice, data storage, applications, location-based services, and quality of service, priority, and preemption. This reliable, highly secure, interoperable, and innovative public safety communications platform will bring 21st century tools to public safety agencies and first responders, allowing them to get more information quickly and helping them to make faster and better decisions. For more information on FirstNet services, the unique value of the FirstNet network to public safety, and how to subscribe for the FirstNet service, should your state or territory opt in, visit www.FirstNet.gov. To learn about FirstNet's programs and activities, including its consultation and outreach with public safety, the state planning process, FirstNet's history and promise and how it plans to ensure that the FirstNet network meets the needs of public safety, visit www.FirstNet.gov or contact info@firstnet.gov.

- **DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non- governmental DNA database without prior express written approval from BJA.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not acceptable for entry into CODIS.

Entry of Records into State Repositories - As appropriate and to the extent consistent with law, a condition will be imposed that would require the following: with respect to any “program or activity” that receives federal financial assistance under this solicitation that is likely to generate or upgrade court dispositions or other records that are relevant to National Instant Background Check System (NICS) determinations (which includes any dispositions or records whatsoever that involve any “alien [who] is illegally or unlawfully in the United States” (18 U.S.C. § 922(g)(5)(A) (generally prohibiting any such alien to possess any firearm or ammunition)), a system must be in place to ensure that all such NICS-relevant dispositions or records that are generated or upgraded are made available in timely fashion to state repositories/databases that are accessed by NICS.

Requirements specific to “disparate” jurisdictions

According to the JAG program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). Three different types of disparities may exist:

- The first type is a zero-county disparity. This situation exists when one or more municipalities within a county are eligible for a direct award but the county is not, yet the county is responsible for providing criminal justice services (such as prosecution and incarceration) for the municipality. In this case, the county is entitled to part of the municipality’s award because it shares the cost of criminal justice operations, although it may not report crime data to the FBI. This is the most common type of disparity.
- A second type of disparity exists when both a county and a municipality within that county qualify for a direct award, but the award amount for the municipality exceeds 150 percent of the county’s award amount.
- The third type of disparity occurs when a county and multiple municipalities within that county are all eligible for direct awards, but the sum of the awards for the individual municipalities exceeds 400 percent of the county’s award amount.

Jurisdictions identified by BJA as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, see: www.bja.gov/Funding/JAGMOU.pdf.

Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. Unless specified differently, any reference in this solicitation to “applicant” or “recipient” includes each fiscal agent applying on behalf of a disparate group. Further, “subrecipients” includes those disparate jurisdictions that receive award funding from the fiscal agent, rather than directly from OJP.

Required compliance with applicable federal laws

By law, the chief executive (e.g., the mayor) of each unit of local government that applies for an FY 2019 JAG award must certify that the unit of local government will “comply with all

provisions of [the JAG Program statute] and all other applicable Federal laws.” To satisfy this requirement, each unit of local government applicant must submit a properly executed Certifications and Assurances by the Chief Executive of the Applicant Government using the form shown in [Appendix A](#).

All applicants should understand that OJP awards, including certifications provided in connection with such awards, are subject to review by DOJ, including by OJP and by the DOJ Office of the Inspector General. Applicants also should understand that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in a certification submitted to OJP in support of an application may be the subject of criminal prosecution, and also may result in civil penalties and administrative remedies for false claims or otherwise. Administrative remedies that may be available to OJP with respect to an FY 2019 award include suspension or termination of the award, placement on the DOJ high risk grantee list, disallowance of costs, and suspension or debarment of the recipient.

National Incident-Based Reporting System (NIBRS) 3 percent set-aside

In FY 2016, the Federal Bureau of Investigation (FBI) formally announced its intention to sunset the Uniform Crime Reporting (UCR) Program’s traditional Summary Reporting System (SRS) and replace it with the UCR Program’s National Incident-Based Reporting System (NIBRS). By January 1, 2021, the FBI intends for NIBRS to be the law enforcement crime data reporting standard for the nation.

By statute, JAG Program awards are calculated using summary Part 1 violent crime data from the FBI’s UCR Program. See 34 U.S.C. § 10156. Once SRS has been replaced by NIBRS, JAG award amounts will be calculated using NIBRS data. In preparation for the FBI’s 2021 NIBRS compliance deadline, beginning in FY 2018, BJA requires, through the application of a special condition, that direct JAG award recipients not certified by their state (or, as applicable, the FBI) as NIBRS compliant to dedicate 3 percent of their JAG award toward achieving full compliance with the FBI’s NIBRS data submission requirements under the UCR Program. The 3 percent requirement will assist state and local jurisdictions in working toward compliance to ensure they continue to have critical criminal justice funding available through JAG when SRS is replaced by NIBRS in FY 2021.

The requirement for a NIBRS set-aside will be applicable to all jurisdictions in a disparate group, but will not otherwise be applied to subawards. That is, the unit of local government serving as fiscal agent for a disparate group will be required by special condition to require each of the other jurisdictions in the disparate group to set aside 3 percent of FY 2019 JAG funds received by that jurisdiction to be used for NIBRS compliance activities, unless that jurisdiction has had the requirement waived by BJA, as described below. Units of local government must clearly indicate in their application narratives and budgets what projects will be supported with this 3 percent set-aside.

The following are examples of costs and projects that relate to NIBRS implementation at the state or local level that could be funded under the JAG Program: software, hardware, and labor that directly support or enhance a state or agency’s technical capacity for collecting, processing, and analyzing data reported by local law enforcement (LE) agencies and then submitting NIBRS data to the FBI; training personnel responsible for the state’s Incident Based Reporting (IBR) program on receiving, processing, analyzing, and validating incident-based data from local LE agencies in their state; training local agencies in how to collect and submit NIBRS data; and technical assistance for LE agency personnel responsible for (1) managing

the agency's crime incident data, (2) processing and validating the data, and (3) extracting and submitting IBR data to the state UCR Program, according to the states, and/or directly to the FBI, according to the NIBRS standard.

BJA will waive the set-aside requirement for units of local government that have been certified as NIBRS compliant by their state, or directly by the FBI, as of the posting date of this solicitation. Units of local government that achieve full compliance with NIBRS after receiving an award should email evidence of NIBRS compliance (certification of NIBRS compliance from their state or the FBI) to their State Policy Advisor listed in OJP's Grants Management System (GMS). Upon review of the documentation submitted, BJA will confirm the NIBRS compliance and then issue a Grant Adjustment Notice (GAN) to clear any withholding special condition associated with the NIBRS set-aside requirement. Units of local government must retain documentation on file that demonstrates the certification of NIBRS compliance. Such documentation must be made available for BJA review, upon request. Please note that in order for a state to certify NIBRS compliance of a unit of local government, that state must first be certified as NIBRS compliant by the FBI. In FY 2019 and forward, this requirement is applicable to all JAG recipients, meaning tribal jurisdictions must set aside the 3 percent for NIBRS compliance.

BJA Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments, and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation between federal, state, and local law enforcement. BJA intends to focus much of its work on the areas of emphasis described below, and encourages each recipient of an FY 2019 JAG award to join federal law enforcement agencies in addressing these challenges.

Reducing Violent Crime – Recognizing that crime problems, including felonious possession and use of a firearm and/or gang violence, illegal drug sales and distribution, human trafficking, and other related violent crime, vary from community to community, BJA encourages units of local government to tailor their programs to the local crime issues, and to be data-informed in their work. Units of local government should consider investing JAG funds in programs to combat illegal gun violence, and to improve the process for ensuring that persons prohibited from purchasing guns (see, e.g., 18 U.S.C. § 922(g)) are prevented from doing so, by utilizing technology such as eTrace and NIBIN to analyze evidence as well as by enhancing complete, accurate, and timely reporting to the FBI's NICS. Units of local government are also encouraged to coordinate with United States Attorneys Offices and Project Safe Neighborhood (PSN) grantees in order to leverage funding for violence reduction projects, and to coordinate their law enforcement activities with those of federal law enforcement agencies, such as the FBI, the Bureau of Alcohol, Tobacco, Firearms, and Explosives, the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security.

Officer Safety and Wellness – The issue of law enforcement safety and wellness is an important priority for BJA and DOJ. According to the [2018 Preliminary End-of-Year Law Enforcement Fatalities Report](#), released by the National Law Enforcement Officers Memorial Fund (NLEOMF), 2018 saw 144 law enforcement law enforcement line-of-duty deaths nationwide. This is a 12 percent increase over 2017, which had 129 line-of-duty deaths. Firearms-related deaths were the leading cause of law enforcement deaths (52) – a

13 percent increase when compared to 2017. Among those deaths, 14 occurred during an attempt to arrest a suspect, 8 while conducting an investigative activity, 6 while responding to a domestic or public disturbance, and 5 as a result of being ambushed. Additionally, there were 50 traffic-related deaths. Forty-two officers died due to circumstances other than firearms or traffic, the majority being job-related illnesses.

Based on the latest report (2017) from the [FBI's Law Enforcement Officers Killed and Assaulted \(LEOKA\) data](#), there appeared to be a continuing increase in assaults against law enforcement officers between 2016 and 2017. In 2017 there were 60,211 assaults versus 57,180 assaults in 2016. Of those assaulted, 17,476 were injured compared to 16,535 injured in 2016. The 2017 LEOKA data show that 21 officers died as a result of investigative or enforcement duties, 6 during pursuits, and 5 were ambushed.

BJA sees a vital need to continue to focus on tactical officer safety concerns as well as on the health and wellness of law enforcement as that may have a direct effect on officer performance and safety. It is important for law enforcement to have the tactical skills necessary, and also to be physically and mentally well, to perform, survive, and be resilient in the face of the demanding duties of the profession. BJA encourages units of local government to use JAG funds to address these needs by providing training, and paying for tuition and travel expenses related to attending trainings such as those available through the [BJA VALOR Initiative](#) and soon to be available through the National Officer Safety Initiative program, as well as funding for health and wellness programs for law enforcement officers.

Southwest Border Rural Law Enforcement – Securing U.S. borders (and internationally accessible waterways and airports) is critically important to the reduction, intervention, and prevention of transnational drug-trafficking networks, gangs, and combating all forms of human trafficking and related sexual assaults within the United States (including sex and labor trafficking of foreign nationals and U.S. citizens of all sexes and ages). Smuggling and trafficking operations to, from, and within the United States contribute to a significant increase in violent crime and U.S. deaths, to include law enforcement. BJA encourages units of local government using JAG funds to support law enforcement hiring, training, and technology enhancement, as well as information sharing, cooperation, and coordination among federal, state, local, tribal, and territorial law enforcement agencies to help address these problems.

Responding to the Opioid Crisis – The opioid crisis is a public health emergency and responding to the crisis is one of DOJ's top priorities. In 2017, more than 72,000 Americans lost their lives to drug overdoses, according to the Centers for Disease Control and Prevention (CDC). In 2016, 63,632 Americans died from fatal drug overdoses and 52,404 died in 2015 (CDC). The majority of these deaths can be attributed to opioids. Law enforcement plays a vital role in efforts to stem overdoses, save lives, and fight illegal opioid distribution and abuse. BJA encourages local governments to use JAG funds to support law enforcement actions to fight the opioid epidemic such as addressing the supply of both diverted prescription drugs and illegal drugs, and supporting first responders when encountering overdoses. JAG funds can also be used for training and safety measures to prepare for potential encounters with synthetic opioids such as fentanyl. This may include covering the cost of providing naloxone to all officers and the cost of fentanyl detection testing.

Objectives

In general, the FY 2019 JAG Program is designed to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to criminal justice.

As discussed in more detail in the [General Information about Post-federal Award Reporting Requirements](#) discussion, a unit of local government that receives an FY 2019 JAG award will be required to produce various types of reports and to submit data related to performance measures and accountability. The objectives are directly related to the JAG Program accountability measures at <https://bjapmt.ojp.gov/help/jagdocs.html>.

The Objectives are directly related to the performance measures that demonstrate the results of the work completed, as discussed under [What an Application Should Include](#).

Evidence-based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

A useful matrix of evidence-based policing programs and strategies is available through BJA's [Matrix Demonstration Project](#). BJA offers a number of program models designed to effectively implement promising and evidence-based strategies through the BJA "Innovation Suite" of programs including Innovations in Policing, Prosecution, Supervision, Reentry, and others (see <https://www.bja.gov/Programs/CRPPE/innovationssuite.html>). BJA encourages units of local government to use JAG funds to support these "crime innovation" strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

Information Regarding Potential Evaluation of Programs and Activities

Applicants should note OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the [OJP Grant Application Resource Guide](#) section, entitled, "Information Regarding Potential Evaluation of Programs and Activities."

BJA Success Stories

The BJA-sponsored [Success Stories](#) web page features projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. This web page is a valuable resource for states, localities, territories, tribes, and criminal justice professionals who seek to identify and learn about JAG and other successful BJA-funded projects linked to innovation, crime reduction, and evidence-based practices. **BJA strongly encourages the recipient to submit success stories annually (or more frequently).**

If a unit of local government has a success story it would like to submit, it may be submitted through [My BJA account](#), using "Add a Success Story" and the Success Story Submission form. Register for a My BJA account using this [registration](#) link.

B. Federal Award Information

BJA estimates that it will make up to 1,147 local awards totaling an estimated \$84,500,000.

Awards of at least \$25,000 are 4 years in length, and performance periods will be from October 1, 2018 through September 30, 2022. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via GMS no fewer than 30 days prior to the grant end date.

Awards of less than \$25,000 are 2 years in length, and performance periods will be from October 1, 2018 through September 30, 2020. Extensions of up to 2 years can be requested for these awards via GMS no fewer than 30 days prior to the grant end date, and will be automatically granted upon request.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

Type of Award

BJA expects that any award under this solicitation will be in the form of a grant. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

JAG awards are based on a statutory formula as described below:

Once each fiscal year’s overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process, which, in general, consists of:

- (1) Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
- (2) Reviewing the initial JAG allocation amount to determine if the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
- (3) Dividing each state’s final award amount (except for the territories and District of Columbia) between the state and its units of local governments at a rate of 60 and 40 percent, respectively.
- (4) Determining unit of local government award allocations, which are based on their proportion of the state’s 3-year violent crime average. If the “eligible award amount” for a particular unit of local government, as determined on this basis, is \$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local solicitation) for a JAG award. If the “eligible award amount” to a

particular unit of local government, as determined on this basis, is less than \$10,000, however, the funds are not made available for a direct award to that particular unit of local government, but instead are added to the amount that otherwise would have been awarded to the state. (Additional requirements related to “disparate” jurisdictions are summarized [above](#)).

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities¹) must, as described in the Part 200 Uniform Requirements² as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See [OJP Grant Application Resource Guide](#) for additional information.

Budget Information

Trust Fund – Units of local government may draw down JAG funds either in advance or on a reimbursement basis. Non-federal entities must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 CFR 200.305(b)(8)). Subrecipients that draw down JAG funds in advance are subject to the same requirement and must first establish an interest-bearing account.

Tracking and reporting regarding JAG funds used for administrative costs – As indicated earlier, up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award. Administrative costs (when utilized) must be tracked separately; a recipient must report in separate financial status reports (SF-425) those expenditures that specifically relate to each particular JAG award during any particular reporting period.

No commingling – Both the unit of local government recipient and all subrecipients of JAG funds are prohibited from commingling funds on a program-by-program or project-by-project basis.

For this purpose, use of the administrative JAG funds to perform work across all active awards in any one year is not considered commingling.

Cost Sharing or Match Requirement

The JAG Program does not require a match. However, if a successful application proposes a voluntary match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit.

For additional cost sharing and match information, see the DOJ Grants Financial Guide at <https://ojp.gov/financialguide/DOJ/index.htm>.

Pre-agreement Costs (also known as Pre-award Costs)

Pre-agreement costs are costs incurred by the applicant prior to the start date of the period of performance of the grant award.

OJP does **not** typically approve pre-agreement costs. An applicant must request and obtain the prior written approval of OJP for any such costs. All such costs incurred prior to award and prior to approval of the costs are incurred *at the sole risk* of the applicant. (Generally, no applicant should incur project costs *before* submitting an application requesting federal funding for those costs.) Should there be extenuating circumstances that make it appropriate for OJP to consider approving pre-agreement costs, the applicant may contact the point of contact listed on the title page of this solicitation for the requirements concerning written requests for approval. If approved in advance by OJP, award funds may be used for pre-agreement costs, consistent

with the recipient's approved budget and applicable cost principles. See the section on "Costs Requiring Prior Approval" in the DOJ Grants Financial Guide at <https://ojp.gov/financialguide/DOJ/index.htm> for more information.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

OJP strongly encourages every applicant that proposes to use award funds for any conference-, meeting-, or training-related activity (or similar event) to review carefully—before submitting an application—the OJP and DOJ policy and guidance on approval, planning, and reporting of such events. See the [OJP Grant Application Resource Guide](#) for information.

Costs Associated with Language Assistance (if applicable)

See the [OJP Grant Application Resource Guide](#) for information on costs associated with language assistance that may be allowable.

C. Eligibility Information

For information on eligibility, see the title page.

For information on cost sharing or match requirements, see [Section B. Federal Award Information](#).

D. Application and Submission Information

What an Application Should Include

See the "Application Elements and Formatting Instructions" section of the [OJP Grant Application Resource Guide](#) for information on, among other things, what happens to an application that does not contain all the specified elements. (This solicitation expressly modifies the "Application Elements and Formatting Instructions" section of the OJP Grant Application Resource Guide by not incorporating paragraph two of that section (referring to nonresponsive applications or applications missing critical elements not "[proceeding] to peer review").)

1. Application for Federal Assistance (Standard Form (SF)-424)

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

Intergovernmental Review: This solicitation ("funding opportunity") is subject to [Executive Order 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: https://www.whitehouse.gov/wp-content/uploads/2017/11/Intergovernmental_-Review-_SPOC_01_2018_OFFM.pdf. If the applicant's State appears on the SPOC list, the applicant must contact the State SPOC to find out about, and comply with, the State's process under E.O. 12372. In completing the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. (An applicant whose State does not appear on the SPOC list should answer question 19 by selecting the response that the: "Program is subject to E.O. 12372, but has not been selected by the State for review.").

2. Project Identifiers

Applications should identify at least three and no more than ten project identifiers that would be associated with proposed project activities. The list of identifiers can be found at www.bja.gov/funding/JAGIdentifiers.pdf.

3. Program Narrative

The following sections **should** be included as part of the program narrative¹:

- (a) Description of the Issues – Identify the unit of local government’s strategy/funding priorities for the FY 2019 JAG funds, the subgrant award process and timeline, and a description of the programs to be funded over the grant period. Units of local government are strongly encouraged to prioritize the funding on evidence-based projects.
- (b) Project Design and Implementation – Describe the unit of local government’s strategic planning process, if any, that guides its priorities and funding strategy. This should include a description of how the local community is engaged in the planning process and the data and analysis utilized to support the plan; it should identify the stakeholders currently participating in the strategic planning process, the gaps in the needed resources for criminal justice purposes, and how JAG funds will be coordinated with state and related justice funds.
- (c) Capabilities and Competencies – Describe any additional strategic planning/coordination efforts in which the units of local government participates with other criminal justice juvenile justice agencies in the state.
- (d) Plan for Collecting the Data Required for this Solicitation’s Performance Measures – OJP will require each successful applicant to submit specific performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the objectives identified under "Objectives" in [Section A. Program Description](#).

Post award, recipients will be required to submit quarterly performance metrics through BJA’s Performance Measurement Tool (PMT), located at: <https://bjapmt.ojp.gov>. The application should describe the applicant's plan for collection of all of the performance measures data listed in the JAG Program accountability measures at: <https://bjapmt.ojp.gov/help/jagdocs.html>.

Applicants should visit OJP’s performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

The application should demonstrate the applicant’s understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the

¹ For information on subawards (including the details on proposed subawards that should be included in the application), see "Budget and Associated Documentation" under [Section D. Application and Submission Information](#).

required data should it receive funding.

Please note that applicants are **not** required to submit performance data with the application. Performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations should follow the guidance under Note on Project Evaluations in the [OJP Grant Application Resource Guide](#).

4. Budget and Associated Documentation

See the Budget Preparation and Submission Information section of the [OJP Grant Application Resource Guide](#) for details on the Budget Detail Worksheet, and on budget information and associated documentation, such as information on proposed subawards, proposed procurement contracts under awards, and pre-agreement costs. **Please note that the budget narrative should include a full description of all costs, including funds set aside for NIBRS project(s) and administrative costs (if applicable).**

General requirement for federal authorization of any subaward; statutory authorizations of subawards under the JAG Program statute. Generally, a recipient of an OJP award may not make subawards (“subgrants”) unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward.

JAG subawards that are required or specifically authorized by statute (see 34 U.S.C. § 10152(a) and 34 U.S.C. § 10156) do not require prior approval to authorize subawards. This includes subawards made by states under the JAG Program.

A particular subaward may be authorized by OJP because the recipient included a sufficiently detailed description and justification of the proposed subaward in the application as approved by OJP. If, however, a particular subaward is not authorized by federal statute or regulation, and is not sufficiently described and justified in the application as approved by OJP, the recipient will be required, post-award, to request and obtain written authorization from OJP before it may make the subaward.

If an applicant proposes to make one or more subawards to carry out the federal award and program, and those subawards are not specifically authorized (or required) by statute or regulation, the applicant should: (1) identify (if known) the proposed subrecipient(s), (2) describe in detail what each subrecipient will do to carry out the federal award and federal program, and (3) provide a justification for the subaward(s), with details on pertinent matters such as special qualifications and areas of expertise. Pertinent information on subawards should appear not only in the Program Narrative but also in the Budget Detail Worksheet and budget narrative.

5. Indirect Cost Rate Agreement (if applicable)

See the Budget Preparation and Submission Information section of the [OJP Grant Application Resource Guide](#) for information.

6. Tribal Authorizing Resolution (if applicable)

The following two paragraphs in this solicitation expressly modify the “Tribal Authorizing Resolution” provisions in the [OJP Grant Application Resource Guide](#). An applicant is to follow the guidance in these two paragraphs instead of the guidance stated under the “Tribal Authorizing Resolution” heading in the Guide.

An application in response to the solicitation may require inclusion of information related to a tribal authorizing resolution. A tribe, tribal organization, or third party that proposes to provide direct services or assistance to residents on tribal lands should include in its application a resolution, letter, affidavit, or other documentation, as appropriate, that demonstrates (as a legal matter) that the applicant has the requisite authorization from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for an award on behalf of a tribe or multiple specific tribes, the application should include appropriate legal documentation, as described above, from all tribes that would receive services or assistance under the award. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

An applicant unable to submit an application that includes a fully executed (i.e., signed) copy of legal appropriate documentation, as described above, consistent with the applicable tribe’s governance structure, should submit an unsigned, draft version of such legal documentation as part of its application (except for cases in which, with respect to a tribal consortium applicant, consortium bylaws allow action without the support of all consortium member tribes). If selected for funding, OJP will make use of and access to award funds contingent on receipt of the fully executed legal documentation.

7. Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)

Every OJP applicant (other than an individual applying in his or her personal capacity) is required to download, complete, and submit the OJP Financial Management and System of Internal Controls Questionnaire (Questionnaire) at <https://ojp.gov/funding/Apply/Resources/FinancialCapability.pdf> as part of its application. See the [OJP Grant Application Resource Guide](#) for additional information and submission instructions for this Questionnaire.

8. Disclosure of Lobbying Activities

Each applicant must complete and submit this information. See the [OJP Grant Application Resource Guide](#) for additional information and submission instructions for this disclosure.

9. Certifications and Assurances by the Chief Executive of the Applicant Government

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government” attached to this solicitation as [Appendix A](#).

Please note that this certification takes the place of the review narrative attachment and contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied. More specifically, this certification documents that the JAG application was made available for review by the governing body of the unit of local government, or by an organization designated by that governing body, for a period that was not fewer than 30 days before the application was submitted to BJA and that that an opportunity to comment on this application was provided to citizens prior to the application submission to the extent applicable law or established procedures make such opportunity available.

OJP will not deny an application for an FY 2019 award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but a unit of local government will not be able to access award funds (its award will include a condition that withholds funds) until it submits these certifications and assurances, properly-executed by the chief executive of the unit of local government (e.g., the mayor).

10. Applicant Disclosure of Pending Applications

Each applicant is to disclose whether it has (or is proposed as a subrecipient under) any pending applications for federally funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed in the application under this solicitation, and (2) would cover any identical cost items outlined in the budget submitted to OJP as part of the application under this solicitation. For additional information on the submission requirements for this disclosure, see the [OJP Grant Application Resource Guide](#).

11. Applicant Disclosure and Justification – DOJ High Risk Grantees²(if applicable)

An applicant that is designated as a DOJ High Risk Grantee is to submit in GMS, as a separate attachment to its application, information that OJP will use, among other pertinent information, to determine whether it will consider or select the application for an award under this solicitation. The file should be named “DOJ High Risk Grantee Applicant Disclosure and Justification.” (See, also, “Review Process,” below, under Section E. Application Review Information, for a brief discussion of how such information may be considered in the application review process.) See the [OJP Grant Application Resource Guide](#) for additional information and submission instructions for this disclosure.

12. Research and Evaluation Independence and Integrity

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. For additional information regarding demonstrating research/evaluation independence and integrity, including appropriate safeguards, see the [OJP Grant Application Resource Guide](#).

13. Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

² A “DOJ High Risk Grantee” is a recipient that has received a DOJ High-Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible.

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
- (3) If yes to either:
 - Please provide a copy of each law or policy.
 - Please describe each practice.
 - Please explain how the law, policy, or practice complies with 8 U.S.C. § 1373.

See [Appendix C](#) for a template that applicants may use to prepare this attachment.

How to Apply

An applicant must submit its application through the [Grants Management System \(GMS\)](#), which provides support for the application, award, and management of awards at OJP. Find information, registration and submission steps on how to apply in GMS in response to this solicitation under **How to Apply (GMS)** in the [OJP Grant Application Resource Guide](#).

E. Application Review Information

Review Process

OJP is committed to ensuring a fair and open process for making awards. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process for this solicitation.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

F. Federal Award Administration Information

Federal Award Notices

See the [OJP Grant Application Resource Guide](#) for information on award notifications and instructions.

Administrative, National Policy, and Other Legal Requirements

OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application. See the [OJP Grant Application Resource Guide](#) for additional information on administrative, national policy, and other legal requirements.

Information Technology (IT) Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the [OJP Grant Application Resource Guide](#) for information on information technology security.

Statutory and Regulatory Requirements; Award Conditions

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with award conditions, as well as all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed at the time of award acceptance).

OJP strongly encourages prospective applicants to review information on post-award legal requirements generally applicable to FY 2019 OJP awards and common OJP award conditions **prior** to submitting an application.

Individual FY 2019 awards made pursuant to this solicitation will, as appropriate and to the extent consistent with law, include conditions that will require the recipient (and any subrecipient) that accepts the award to do various things, with respect to the “program or activity” that would receive federal financial assistance thereunder. **Although the specific terms of each of those conditions are what will govern the awards**, included among such conditions will be some that, **generally speaking**, will require the recipient (and any subrecipient) that accepts the award to do some or all of the following:

- Not to violate 8 U.S.C. § 1373 (prohibiting restrictions on—
 - (1) communication to/from the Department of Homeland Security (DHS) of information regarding the citizenship or immigration status of any individual; and
 - (2) maintaining, or exchanging with any government entity, information regarding the immigration status of any individual).
- Not to violate 8 U.S.C. § 1644 (prohibiting restrictions on communication to/from DHS of information regarding the immigration status of an alien).
- Not to publicly disclose federal law enforcement information in an attempt to conceal, harbor, or shield certain individuals from detection, including in violation of 18 U.S.C. §§ 1071 or 1072, or 8 U.S.C. § 1324(a).
- Not to impede the exercise of the authority of the federal government under 8 U.S.C. § 1266(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government “shall take into custody” certain criminal aliens “when the alien is released”) and 8 U.S.C. § 1231(a)(4) (relating to removal from the United States of aliens after detention/confinement at the federal, state, and local level), specifically by requiring such recipients to provide (where feasible) at least 48 hours’ advance notice to DHS regarding the scheduled release date and time of an alien in the recipient’s custody when DHS requests such notice in order to take custody of the alien pursuant to the Immigration and Nationality Act.
- Not to impede the exercise by DHS agents, “anywhere in or outside the United States” (8 C.F.R. § 287.5(a)(1)), of their authority under 8 U.S.C. § 1357(a)(1) to “interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States,” specifically by requiring such recipients to permit DHS agents to have access to any

correctional facility in order to meet with an alien (or an individual believed to be an alien) and inquire as to his right to be or remain in the United States.

The reasonable costs (to the extent not reimbursed under any other federal program) of complying with these conditions, including honoring any duly authorized request from DHS that is encompassed by these conditions, will be allowable costs under the award.

General Information about Post-federal Award Reporting Requirements

In addition to the deliverables described in [Section A. Program Description](#), any recipient of an award under this solicitation will be required to submit the following reports and data.

Required reports. Recipients typically must submit quarterly financial status reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measures data.

Accountability metrics data must be submitted through BJA's Performance Measurement Tool (PMT), available at <https://bjapmt.ojp.gov>. The accountability measures are available at: <https://bjapmt.ojp.gov/help/jagdocs.html>. (Note that if a law enforcement agency receives JAG funds from a state, the state must submit quarterly accountability metrics data related to training that officers have received on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.)

OJP may restrict access to award funds if a recipient of an OJP award fails to report required performance measure data in a timely manner.

G. Federal Awarding Agency Contact(s)

For OJP contact(s), see the title page of this solicitation.

For contact information for GMS, see the title page.

H. Other Information

Freedom of Information and Privacy Act (5 U.S.C. § 552 and 5 U.S.C. § 552a)

All applications submitted to OJP (including all attachments to applications) are subject to the federal Freedom of Information Act (FOIA) and to the Privacy Act. See the [OJP Grant Application Resource Guide](#) for information on DOJ and OJP processes with regard to application information requested pursuant to FOIA.

Provide Feedback to OJP

To assist OJP in improving its application and award processes, OJP encourages applicants to provide feedback on this solicitation, the application submission process, and/or the application review process. See the [OJP Grant Application Resource Guide](#) for information on providing solicitation feedback to OJP.

Appendix A

Certifications and Assurances by the Chief Executive of the Applicant Government

Template for use by the chief executive of the applicant unit of local government.

Visit <https://www.bja.gov/Funding/FY2019LocalJAGCEOCertification.pdf> to download the most up-to-date version.

Note: By law, for purposes of the JAG Program, the term “states” includes the District of Columbia, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, Guam, and American Samoa.

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2019 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2019 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

Appendix B

Certain relevant federal laws, as in effect on April 8, 2019

8 U.S.C. § 1373

Communication between government agencies and the Immigration and Naturalization Service

(a) In general

Notwithstanding any other provision of Federal, State, or local law, a Federal, State, or local government entity or official may not prohibit, or in any way restrict, any government entity or official from sending to, or receiving from, the Immigration and Naturalization Service information regarding the citizenship or immigration status, lawful or unlawful, of any individual.

(b) Additional authority of government entities

Notwithstanding any other provision of Federal, State, or local law, no person or agency may prohibit, or in any way restrict, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status, lawful or unlawful, of any individual:

- (1) Sending such information to, or requesting or receiving such information from, the Immigration and Naturalization Service.
- (2) Maintaining such information.
- (3) Exchanging such information with any other Federal, State, or local government entity.

(c) Obligation to respond to inquiries

The Immigration and Naturalization Service shall respond to an inquiry by a Federal, State, or local government agency, seeking to verify or ascertain the citizenship or immigration status of any individual within the jurisdiction of the agency for any purpose authorized by law, by providing the requested verification or status information.

8 U.S.C. § 1644

Communication between State and local government agencies and Immigration and Naturalization Service

Notwithstanding any other provision of Federal, State, or local law, no State or local government entity may be prohibited, or in any way restricted, from sending to or receiving from the Immigration and Naturalization Service information regarding the immigration status, lawful or unlawful, of an alien in the United States.

8 U.S.C. § 1226(a) & (c)

Apprehension and detention of aliens

(a) Arrest, detention, and release

On a warrant issued by the Attorney General, an alien may be arrested and detained pending a decision on whether the alien is to be removed from the United States. Except as provided in subsection (c) and pending such decision, the Attorney General--

- (1) may continue to detain the arrested alien; and
- (2) may release the alien on--
 - (A) bond of at least \$1,500 with security approved by, and containing conditions prescribed by, the Attorney General; or
 - (B) conditional parole; but
- (3) may not provide the alien with work authorization (including an "employment authorized" endorsement or other appropriate work permit), unless the alien is lawfully admitted for permanent residence or otherwise would (without regard to removal proceedings) be provided such authorization.

(c) Detention of criminal aliens

(1) Custody

The Attorney General shall take into custody any alien who--

- (A) is inadmissible by reason of having committed any offense covered in section 1182(a)(2) of this title,
- (B) is deportable by reason of having committed any offense covered in section 1227(a)(2)(A)(ii), (A)(iii), (B), (C), or (D) of this title,
- (C) is deportable under section 1227(a)(2)(A)(i) of this title on the basis of an offense for which the alien has been sentence¹ to a term of imprisonment of at least 1 year, or
- (D) is inadmissible under section 1182(a)(3)(B) of this title or deportable under section 1227(a)(4)(B) of this title,

when the alien is released, without regard to whether the alien is released on parole, supervised release, or probation, and without regard to whether the alien may be arrested or imprisoned again for the same offense.

(2) Release

The Attorney General may release an alien described in paragraph (1) only if the Attorney General decides pursuant to section 3521 of Title 18 that release of the alien from custody is necessary to provide protection to a witness, a potential witness, a person cooperating with an investigation into major criminal activity, or an immediate family member or close associate of a witness, potential witness, or person cooperating with such an investigation, and the alien satisfies the Attorney General that the alien will not pose a danger to the safety of other persons or of property and is likely to appear for any scheduled proceeding. A decision relating to such release shall take place in accordance with a procedure that considers the severity of the offense committed by the alien.

8 U.S.C. § 1231(a)(4)

(a) Detention, release, and removal of aliens ordered removed

4) Aliens imprisoned, arrested, or on parole, supervised release, or probation

(A) In general

Except as provided in section 259(a) of title 42 and paragraph (2), the Attorney General may not remove an alien who is sentenced to imprisonment until the alien is released from imprisonment. Parole, supervised release, probation, or possibility of arrest or further imprisonment is not a reason to defer removal.

(B) Exception for removal of nonviolent offenders prior to completion of sentence of imprisonment

The Attorney General is authorized to remove an alien in accordance with applicable procedures under this chapter before the alien has completed a sentence of imprisonment-

- i. in the case of an alien in the custody of the Attorney General, if the Attorney General determines that (I) the alien is confined pursuant to a final conviction for a nonviolent offense (other than an offense related to smuggling or harboring of aliens or an offense described in section 1101(a)(43)(B), (C), (E), (I), or (L) of this title and (II) the removal of the alien is appropriate and in the best interest of the United States; or
- ii. in the case of an alien in the custody of a State (or a political subdivision of a State), if the chief State official exercising authority with respect to the incarceration of the alien determines that (I) the alien is confined pursuant to a final conviction for a nonviolent offense (other than an offense described in section 1101(a)(43)(C) or (E) of this title), (II) the removal is appropriate and in the best interest of the State, and (III) submits a written request to the Attorney General that such alien be so removed.

(C) Notice

Any alien removed pursuant to this paragraph shall be notified of the penalties under the laws of the United States relating to the reentry of deported aliens, particularly the expanded penalties for aliens removed under subparagraph (B).

(D) No private right

No cause or claim may be asserted under this paragraph against any official of the United States or of any State to compel the release, removal, or consideration for release or removal of any alien.

8 U.S.C. § 1324(a)**Bringing in and harboring certain aliens****(a) Criminal penalties****(1)(A) Any person who—**

- i. knowing that a person is an alien, brings to or attempts to bring to the United States in any manner whatsoever such person at a place other than a designated port of entry or place other than as designated by the Commissioner, regardless of whether such alien has received prior official authorization to come to, enter, or reside in the United States and regardless of any future official action which may be taken with respect to such alien;
- ii. knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, transports, or moves or attempts to transport or move such alien within the United States by means of transportation or otherwise, in furtherance of such violation of law;
- iii. knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, conceals, harbors, or shields from detection, or attempts to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation;

- iv. encourages or induces an alien to come to, enter, or reside in the United States, knowing or in reckless disregard of the fact that such coming to, entry, or residence is or will be in violation of law; or
- v. (v)(I) engages in any conspiracy to commit any of the preceding acts, or
- vi. (II) aids or abets the commission of any of the preceding acts, shall be punished as provided in subparagraph (B).

(B) A person who violates subparagraph (A) shall, for each alien in respect to whom such a violation occurs—

- I. in the case of a violation of subparagraph (A)(i) or (v)(I) or in the case of a violation of subparagraph (A)(ii), (iii), or (iv) in which the offense was done for the purpose of commercial advantage or private financial gain, be fined under title 18, imprisoned not more than 10 years, or both;
- II. in the case of a violation of subparagraph (A)(ii), (iii), (iv), or (v)(II), be fined under title 18, imprisoned not more than 5 years, or both;
- III. in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) during and in relation to which the person causes serious bodily injury (as defined in section 1365 of title 18) to, or places in jeopardy the life of, any person, be fined under title 18, imprisoned not more than 20 years, or both; and
- IV. in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) resulting in the death of any person, be punished by death or imprisoned for any term of years or for life, fined under title 18, or both.

(C) It is not a violation of clauses (ii) or (iii) of subparagraph (A), or of clause (iv) of subparagraph (A) except where a person encourages or induces an alien to come to or enter the United States, for a religious denomination having a bona fide nonprofit, religious organization in the United States, or the agents or officers of such denomination or organization, to encourage, invite, call, allow, or enable an alien who is present in the United States to perform the vocation of a minister or missionary for the denomination or organization in the United States as a volunteer who is not compensated as an employee, notwithstanding the provision of room, board, travel, medical assistance, and other basic living expenses, provided the minister or missionary has been a member of the denomination for at least one year.

(2) Any person who, knowing or in reckless disregard of the fact that an alien has not received prior official authorization to come to, enter, or reside in the United States, brings to or attempts to bring to the United States in any manner whatsoever, such alien, regardless of any official action which may later be taken with respect to such alien shall, for each alien in respect to whom a violation of this paragraph occurs-

(A) be fined in accordance with title 18 or imprisoned not more than one year, or both; or

(B) in the case of-

(i) an offense committed with the intent or with reason to believe that the alien unlawfully brought into the United States will commit an offense against the United States or any State punishable by imprisonment for more than 1 year,

(ii) an offense done for the purpose of commercial advantage or private financial gain, or

(iii) an offense in which the alien is not upon arrival immediately brought and presented to an appropriate immigration officer at a designated port of entry,

be fined under title 18 and shall be imprisoned, in the case of a first or second violation of subparagraph (B)(iii), not more than 10 years, in the case of a first or second violation of

subparagraph (B)(i) or (B)(ii), not less than 3 nor more than 10 years, and for any other violation, not less than 5 nor more than 15 years.

(3)(A) Any person who, during any 12-month period, knowingly hires for employment at least 10 individuals with actual knowledge that the individuals are aliens described in subparagraph (B) shall be fined under title 18 or imprisoned for not more than 5 years, or both.

(B) An alien described in this subparagraph is an alien who-

- (i) is an unauthorized alien (as defined in [section 1324a\(h\)\(3\) of this title](#)), and
- (ii) has been brought into the United States in violation of this subsection.

(4) In the case of a person who has brought aliens into the United States in violation of this subsection, the sentence otherwise provided for may be increased by up to 10 years if-

- (A) the offense was part of an ongoing commercial organization or enterprise;
- (B) aliens were transported in groups of 10 or more; and
- (C)(i) aliens were transported in a manner that endangered their lives; or
- (ii) the aliens presented a life-threatening health risk to people in the United States.

8 U.S.C. § 1357(a)

Powers of immigration officers and employees

(a) Any officer or employee of the Service authorized under regulations prescribed by the Attorney General shall have power without warrant—

- (1) to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States;
- (2) to arrest any alien who in his presence or view is entering or attempting to enter the United States in violation of any law or regulation made in pursuance of law regulating the admission, exclusion, expulsion, or removal of aliens, or to arrest any alien in the United States, if he has reason to believe that the alien so arrested is in the United States in violation of any such law or regulation and is likely to escape before a warrant can be obtained for his arrest, but the alien arrested shall be taken without unnecessary delay for examination before an officer of the Service having authority to examine aliens as to their right to enter or remain in the United States;
- (3) within a reasonable distance from any external boundary of the United States, to board and search for aliens any vessel within the territorial waters of the United States and any railway car, aircraft, conveyance, or vehicle, and within a distance of twenty-five miles from any such external boundary to have access to private lands, but not dwellings, for the purpose of patrolling the border to prevent the illegal entry of aliens into the United States;
- (4) to make arrests for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if he has reason to believe that the person so arrested is guilty of such felony and if there is likelihood of the person escaping before a warrant can be obtained for his arrest, but the person arrested shall be taken without unnecessary delay before the nearest available officer empowered to commit persons charged with offenses against the laws of the United States; and
- (5) to make arrests-
- (6) for any offense against the United States, if the offense is committed in the officer's or employee's presence, or

- (7) for any felony cognizable under the laws of the United States, if the officer or employee has reasonable grounds to believe that the person to be arrested has committed or is committing such a felony,
- (8) if the officer or employee is performing duties relating to the enforcement of the immigration laws at the time of the arrest and if there is a likelihood of the person escaping before a warrant can be obtained for his arrest.

Under regulations prescribed by the Attorney General, an officer or employee of the Service may carry a firearm and may execute and serve any order, warrant, subpoena, summons, or other process issued under the authority of the United States. The authority to make arrests under paragraph (5)(B) shall only be effective on and after the date on which the Attorney General publishes final regulations which (i) prescribe the categories of officers and employees of the Service who may use force (including deadly force) and the circumstances under which such force may be used, (ii) establish standards with respect to enforcement activities of the Service, (iii) require that any officer or employee of the Service is not authorized to make arrests under paragraph (5)(B) unless the officer or employee has received certification as having completed a training program which covers such arrests and standards described in clause (ii), and (iv) establish an expedited, internal review process for violations of such standards, which process is consistent with standard agency procedure regarding confidentiality of matters related to internal investigations.

8 U.S.C. § 1366(1) & (3)

Annual report on criminal aliens

Not later than 12 months after September 30, 1996, and annually thereafter, the Attorney General shall submit to the Committees on the Judiciary of the House of Representatives and of the Senate a report detailing—

- (1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense;

- (3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal;

Appendix C

Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
- (3) If yes to either:
 - Please provide a copy of each law or policy;
 - Please describe each practice; and
 - Please explain how the law, policy, or practice complies with section 1373.

Note: Responses to these questions must be provided by the applicant to BJA as part of the JAG application. Further, the requirement to provide this information applies to all tiers of JAG funding, for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of JAG funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

Appendix D

Additional purposes for which JAG funds awarded to a unit of local government under this FY 2019 solicitation may be used:

(a) To enforce state and local laws that establish offenses similar to offenses established in 21 U.S.C. § 801 et seq., to improve the functioning of the **criminal justice** system, with emphasis on violent crime and serious offenders, by means including providing additional personnel, equipment, training, technical assistance, and information systems for the more widespread apprehension, prosecution, adjudication, detention, and rehabilitation of persons who violate these laws, and to assist the victims of such crimes (other than compensation), including—

(1) demand-reduction education programs in which law enforcement officers participate;

(2) multi-jurisdictional task-force programs that integrate federal, state, and local drug-law-enforcement agencies and prosecutors for the purpose of enhancing inter-agency co-ordination and intelligence, and facilitating multi-jurisdictional investigations;

(3) programs designed to target the domestic sources of controlled and illegal substances, such as precursor chemicals, diverted pharmaceuticals, clandestine laboratories, and cannabis cultivations;

(4) providing community and neighborhood programs that assist citizens in preventing and controlling crime, including special programs that address the problems of crimes committed against the elderly and special programs for rural jurisdictions;

(5) disrupting illicit commerce in stolen goods and property;

(6) improving the investigation and prosecution of white-collar crime, organized crime, public-corruption crimes, and fraud against the government, with priority attention to cases involving drug-related official corruption;

(7)(A) improving the operational effectiveness of law enforcement through the use of crime-analysis techniques, street-sales enforcement, schoolyard-violator programs, and gang-related and low-income-housing drug-control programs; and

(B) developing and implementing anti-terrorism plans for deep-draft ports, international airports, and other important facilities;

(8) career-criminal prosecution programs, including the development of proposed model drug-control legislation;

(9) financial investigative programs that target the identification of money-laundering operations and assets obtained through illegal drug trafficking, including the development of proposed model legislation, financial investigative training, and financial information-sharing systems;

(10) improving the operational effectiveness of the court process, by expanding prosecutorial, defender, and judicial resources, and implementing court-delay-reduction programs;

(11) programs designed to provide additional public correctional resources and improve the corrections system, including treatment in prisons and jails, intensive-supervision programs, and long-range corrections and sentencing strategies;

(12) providing prison-industry projects designed to place inmates in a realistic working and training environment that will enable them to acquire

marketable skills and to make financial payments for restitution to their victims, for support of their own families, and for support of themselves in the institution;

(13) providing programs that identify and meet the treatment needs of adult and juvenile drug-dependent and alcohol-dependent offenders;

(14) developing and implementing programs that provide assistance to jurors and witnesses, and assistance (other than compensation) to victims of crimes;

(15)(A) developing programs to improve drug-control technology, such as pretrial drug-testing programs, programs that provide for the identification, assessment, referral to treatment, case-management and monitoring of drug-dependent offenders, and enhancement of state and local forensic laboratories; and

(B) developing programs to improve **criminal justice** information systems (including automated fingerprint identification systems) to assist law enforcement, prosecution, courts, and corrections organizations;

(16) innovative programs that demonstrate new and different approaches to enforcement, prosecution, and adjudication of drug offenses and other serious crimes;

(17) addressing the problems of drug trafficking and the illegal manufacture of controlled substances in public housing;

(18) improving the criminal and juvenile justice system's response to domestic and family violence, including spouse abuse, child abuse, and abuse of the elderly;

(19) drug-control evaluation programs that the state and units of local government may utilize to evaluate programs and projects directed at state drug-control activities;

(20) providing alternatives to prevent detention, jail, and prison for persons who pose no danger to the community;

(21) programs of which the primary goal is to strengthen urban enforcement and prosecution efforts targeted at street drug sales;

(22) programs for the prosecution of driving while intoxicated charges and the enforcement of other laws relating to alcohol use and the operation of motor vehicles;

(23) programs that address the need for effective bindover systems for the prosecution of violent 16- and 17-year-old juveniles, in courts with jurisdiction over adults, for the crimes of—

(A) murder in the first degree;

(B) murder in the second degree;

(C) attempted murder;

(D) armed robbery when armed with a firearm;

(E) aggravated battery or assault when armed with a firearm;

(F) criminal sexual penetration when armed with a firearm; and

(G) drive-by shootings as described 18 U.S.C. § 36;

(24) law-enforcement and prevention programs relating to gangs or to youth who are involved or at risk of involvement in gangs;

(25) developing or improving, in a forensic laboratory, a capability to analyze DNA for identification purposes; and

(26) developing and implementing anti-terrorism training programs and procuring equipment for use by local law-enforcement authorities; and

- (b)** To reduce crime and improve public safety, including but not limited to, the following:
- (1)(A) hiring, training, and employing on a continuing basis new, additional law enforcement officers and necessary support personnel;
 - (B) paying overtime to presently-employed law enforcement officers and necessary support personnel for the purpose of increasing the number of hours worked by such personnel; and
 - (C) procuring equipment, technology, and other material directly related to basic law-enforcement functions;
 - (2) enhancing security measures—
 - (A) in and around schools; and
 - (B) in and around any other facility or location that is considered by the unit of local government to have a special risk for incidents of crime;
 - (3) establishing crime-prevention programs that may, though not exclusively, involve law-enforcement officials and that are intended to discourage, disrupt, or interfere with the commission of criminal activity, including neighborhood-watch and citizen-patrol programs, sexual-assault and domestic-violence programs, and programs intended to prevent juvenile crime;
 - (4) establishing or supporting drug courts;
 - (5) establishing early-intervention and -prevention programs for juveniles, in order to reduce or eliminate crime;
 - (6) enhancing the adjudication process of cases involving violent offenders, including violent juvenile offenders;
 - (7) enhancing programs under **(a)**, above;
 - (8) establishing co-operative task forces between adjoining units of local government to work co-operatively to prevent and combat criminal activity, particularly criminal activity that is exacerbated by drug- or gang-related involvement; and
 - (9) establishing a multi-jurisdictional task force, particularly in rural areas, composed of law-enforcement officials representing units of local government, that works with Federal law-enforcement officials to prevent and control crime.

**Appendix E
Application Checklist**

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program:
FY 2019 Local Solicitation**

This application checklist has been created as an aid in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:

- Acquire a DUNS Number (see the [OJP Grant Application Resource Guide](#))
- Acquire or renew registration with SAM (see the [OJP Grant Application Resource Guide](#))

To Register with GMS:

- For new users, acquire a GMS username and password* (see the [OJP Grant Application Resource Guide](#))
- For existing users, check GMS username and password* to ensure account access (see the [OJP Grant Application Resource Guide](#))
- Verify SAM registration in GMS (see the [OJP Grant Application Resource Guide](#))
- Search for correct funding opportunity in GMS (see the [OJP Grant Application Resource Guide](#))
- Select correct funding opportunity in GMS (see the [OJP Grant Application Resource Guide](#))
- Register by selecting the “Apply Online” button associated with the funding opportunity title (see the [OJP Grant Application Resource Guide](#))
- Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm (see the [OJP Grant Application Resource Guide](#))
- If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 2)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

Overview of Post-Award Legal Requirements:

- Review the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2019 Awards](#)” in the OJP Funding Resource Center at <https://ojp.gov/funding/index.htm>.

Scope Requirement:

- The federal amount requested is within the allowable limit(s) of the FY 2019 JAG Allocations List as listed on BJA’s [JAG web page](#).

Eligibility Requirement: Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes.

What an Application Should Include:

- _____ Application for Federal Assistance (SF-424) (see page 17)
- _____ Intergovernmental Review (see page 17)
- _____ Project Identifiers (see page 18)
- _____ Program Narrative (see page 18)
- _____ Budget and Associated Documentation (see page 19)
- _____ Indirect Cost Rate Agreement (if applicable) (see page 19)
- _____ Tribal Authorizing Resolution (if applicable) (see page 20)
- _____ Financial Management and System of Internal Controls Questionnaire (see page 20)
- _____ Disclosure of Lobbying Activities ([SF-LLL](#)) (if applicable) (see page 20)
- _____ Certifications and Assurances by Chief Executive (see Appendix A)
- _____ Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE) (see Appendix C)
- _____ OJP Certified Standard Assurances (see page 20)
- _____ Applicant Disclosure of Pending Applications (see page 21)
- _____ Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable) (see page 21)
- _____ Research and Evaluation Independence and Integrity (if applicable) (see page 21)

INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF BANNING, BEAUMONT, COACHELLA, CORONA, DESERT HOT
SPRINGS, HEMET, INDIO, JURUPA, LAKE ELSINORE, MORENO VALLEY, PALM SPRINGS,
PERRIS, THE CITY OF RIVERSIDE AND
THE COUNTY OF RIVERSIDE, CA

CONCERNING DISTRIBUTION OF THE
2019 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this ____ day of _____, 2019, by and between THE COUNTY OF RIVERSIDE, acting by and through its governing body, the Riverside County Board of Supervisors (hereinafter referred to as "COUNTY"), and named CITIES (hereinafter referred to as "CITIES"), acting by and through their respective governing bodies, the City Councils, all of whom are situated within the County of Riverside, State of California, as follows:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the COUNTY agrees to release to CITIES their respective grant allocation from the JAG Award, less ten percent (10%) re-allocated to COUNTY, as reflected on Appendix 1 here attached and hereby incorporated by reference as part of this agreement, on a reimbursement basis; and COUNTY agrees to provide the administration of COUNTY's and CITIES' programs during the entire permissible duration of said programs; and additionally the COUNTY and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines; and

WHEREAS, the COUNTY and CITIES believe it to be in their best interests to reallocate the JAG funds,

NOW THEREFORE, the COUNTY and CITIES agree as follows:

Section 1.

COUNTY agrees to release to CITIES up to their respective grant allocation from the JAG Award, less ten percent (10%) re-allocated to COUNTY, as reflected in Appendix 1 here attached and hereby incorporated by reference as part of this Agreement, on a reimbursement basis, from the JAG Award within (45) days upon receipt of fully documented reimbursement request, and; COUNTY agrees to provide the administration of COUNTY's and CITIES' programs during the entire permissible duration of said programs.

Section 2.

COUNTY and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines.

Section 3.

CITIES agree to provide COUNTY with sufficient timely information as necessary within five business days after receiving written request from COUNTY to meet JAG requirements for quarterly and annual financial and performance reports.

Section 4.

Nothing arising from this Agreement shall impose any liability for claims or actions against COUNTY other than what is authorized by law.

Section 5.

Nothing arising from this Agreement shall impose any liability for claims or actions against CITIES other than what is authorized by law.

Section 6.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable to any other party to this Agreement for any claim or action arising from the services provided under this Agreement.

Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations, either express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF

ATTEST:

City Clerk

APPROVED AS TO FORM:

Appendix 1					
Eligible Agencies in FY 2019 JAG Disparate Area					
Riverside County (Sheriff's Department) FA	BJA Formula	To Fiscal Agent (Sheriff's Department)	Total Allocation	NIBRS Requirement	Allocation Less NIBRS Requirement
Riverside County	58,581	37,543	96,124	2,884	93,240
Banning	11,618	1,162	10,456	314	10,142
Beaumont	10,868	1,087	9,781	294	9,487
Coachella	10,353	1,036	9,317	280	9,037
Corona	14,522	1,453	13,069	393	12,676
Desert Hot Springs	17,544	1,755	15,789	474	15,315
Hemet	39,257	3,926	35,331	1,060	34,271
Indio	38,906	3,891	35,015	1,051	33,964
Jurupa	20,425	2,043	18,382	552	17,830
Lake Elsinore	10,985	1,099	9,886	297	9,589
Moreno Valley	53,967	5,397	48,570	1,458	47,112
Palm Springs	19,769	1,977	17,792	534	17,258
Perris	13,937	1,394	12,543	377	12,166
Riverside City	113,227	11,323	101,904	3,058	98,846
	433,959				
% To Fiscal Agent	8.65%				
\$ To FA	37,543				

**BEAUMONT POLICE DEPARTMENT
2019 EDWARD BYRNE MEMORIAL (JAG) GRANT BUDGET DETAILED WORKSHEET
DUNS #037387412**

A. Personnel

Name/Position	Computations	Cost
Riverside Sheriff Dept. Personnel	10% of allotted grant funds provided to Riverside Sheriff's Department to offset costs of Grant Management.	\$ 1087.00
SUB TOTAL		\$ 1087.00

B. Fringe Benefits

Name/Position	Computations	Cost
SUB TOTAL		
TOTAL PERSONNEL & FRINGE BENEFITS		\$ 1087.00

C. Travel

		\$ 0
--	--	------

D. Equipment

		\$ 0
--	--	------

E. Supplies

		\$ 0
--	--	------

F. Construction

		\$ 0
--	--	------

**G. Consultants/
Contracts**

		\$ 0
--	--	------

BUDGET SUMMARY

Budget Category	Amount
A. Personnel	None
B. Fringe Benefits	None
C. Travel	None
D. Equipment (Helmets/Visors)	\$9,487
E. Supplies	None
F. Construction	None
G. Consultants/Contracts	None
H. NIBRS Software	\$294
Total Direct Costs	\$ 9,781
Indirect Costs	None
TOTAL PROJECT COSTS	\$ 10,868
TOTAL FEDERAL FUNDS REQUESTED	\$ 10,868

**Beaumont Police Department
2019 Byrne JAG Grant Budget Narrative
DUNS # 037387412**

PERSONNEL:

The Beaumont Police Department has agreed to contribute 10% of its 2019 JAG allocation to the Riverside County Sheriff’s Department for providing administrative services for the FY2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

Funds allocated for administrative services: \$ 1,087

Total Personnel Costs for Administrative Services: \$ 1,087

EQUIPMENT:

The Beaumont Police Department intends on purchasing fifteen (15) Ballistic Helmets and sixteen (16) Visors. The cost for each helmet and visor is approximately \$625 for a total of \$9,500 plus the additional cost of shipping for \$80.00. The balance over \$9,487 will be covered by the City of Beaumont general fund.

Additionally, the Beaumont Police Department will use \$294 of the grant to support NIBRS related equipment.

Grant Cost of 15 Ballistic Helmets and 16 Visors: \$ 9,487

NIBRS related equipment \$ 294

Total Equipment Cost: \$ 9,781

**FY2019 Edward Byrne Memorial Justice
Assistance Grant (JAG) Program
Budget Summary**

<u>Budget Category</u>	<u>Amount</u>
Administrative Services	\$ 1,087
Equipment (Helmets/Visors & NIBRS)	\$ <u>9,781</u>

Total Grant Funds Requested: \$ 10,868



Staff Report

TO: Mayor and City Council Members

FROM: Christina Taylor, Community Development Director

DATE: December 3, 2019

SUBJECT: Hold a Public Hearing and Consider an Amendment to Table 17.03-3 Permitted Uses in Base Zone District and Table 17.03-4 Permitted Uses in Overlay Zone Districts, Large Family Daycare

Background and Analysis:

The Municipal Code Chapter 17.03.120 of the City of Beaumont includes Table 17.03-3 for Permitted Uses in Base Zone Districts and Municipal Code chapter 17.03.150 includes Table 17.03-4 for Permitted Uses of Overlay Zone Districts. The purpose of these tables and the zoning code is to regulate uses throughout the City and ensure compatibility in and among zones.

The State of California legislature recently passed Senate Bill No. 234, taking effect January 1, 2020. This bill requires large family daycares to be treated as residential uses in residential zones and requires local jurisdictions to treat large family day cares the same as small family day cares. Small family daycares allow up to 6 children, are regulated by the State of California and do not require approvals by a local jurisdiction other than the Fire Department. Large family daycares allow up to 14 children and also require Fire Department clearance prior to operation. Currently, the Beaumont Municipal Code specifies conditional use permit approval by the Planning Commission for a large family day care to operate. As of January 1, 2020, Senate Bill No. 234 prohibits this requirement.

As a result of this legislation, staff has prepared an amendment to Title 17 Zoning, Tables 17.03-3 and 17.03-4. The proposed amendment removes the Conditional Use Permit (C) requirement and replaces it with Permitted (P) establishing large family day cares as a permitted use in all residential zones.

Table 17.03-3 Permitted Land Uses For Base Zone Districts									
	RC	PF	RR	RSF	RMF	CG	CC	M	CM
Daycare Centers, Large Family – 7 to 14 Children	N	N	C-P	C-P	C-P	N	N	N	N

Table 17.03-4 Permitted Land Uses For Overlay Zone Districts (continued)			
	6 th St Overlay	Beaumont Ave. Overlay	Urban Village Overlay
Daycare Centers, Large Family – 7 to 14 Children	C-P	C P	C P

On November 12, 2019, the City of Beaumont Planning Commission held a public hearing and forwarded a recommendation of approval of the proposed changes to the City Council.

Fiscal Impact:

Cost of staff time to prepare the report and legal review approximately \$1,000.

Recommendation:

1. Hold a public hearing, and
2. Approve Amendments to Table 17.03-3 Permitted Uses in Base Zone District and Table 17.03-4 Permitted Uses in Overlay Zone Districts for Large Family Daycares



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - SB 234](#)

[Attachment B - DRAFT Ordinance](#)

Senate Bill No. 234

CHAPTER 244

An act to amend Sections 1596.72, 1596.73, 1596.78, 1597.30, 1597.45, and 1597.54 of, to add Sections 1597.41, 1597.42, and 1597.455 to, to repeal Section 1597.47 of, and to repeal and add Sections 1597.40, 1597.46, and 1597.543 of, the Health and Safety Code, relating to family daycare homes.

[Approved by Governor September 5, 2019. Filed with Secretary of State September 5, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

SB 234, Skinner. Family daycare homes.

Under existing law, the California Child Day Care Facilities Act, the State Department of Social Services licenses and regulates family daycare homes. Under existing law, a small family daycare home, which may provide care for up to 8 children, is considered a residential use of property for purposes of all local ordinances. Existing law authorizes a city, county, or city and county to either classify a large family daycare home, which may provide care for up to 14 children, as residential use of the property or to provide a process for applying for a permit to use the property as a large family daycare home.

This bill would instead require a large family daycare home to be treated as a residential use of property for purposes of all local ordinances.

Existing law makes void every provision in a written instrument entered into relating to real property that purports to forbid or restrict the conveyance, encumbrance, leasing, or mortgaging of the real property for use or occupancy as a family daycare home for children and every restriction or prohibition in a written instrument as to the use or occupancy of the property as a family daycare home.

This bill would also make void an attempt to deny, restrict, or encumber the conveyance, leasing, or mortgaging of real property for use or occupancy as a family daycare home and a restriction related to the use or occupancy of the property as a family daycare home. The bill would prohibit a property owner or manager from refusing to sell or rent, or refusing to negotiate for the sale or rental of, or otherwise making unavailable or denying, a detached single-family dwelling, a townhouse, a dwelling unit within a dwelling, or a dwelling unit within a covered multifamily dwelling in which the underlying zoning allows for residential use to a person because that person is a family daycare provider. The bill would require the department to notify applicants for family daycare home licenses that specified housing discrimination remedies are available to a family daycare home provider, family daycare home provider applicant, or person who is claiming that any of these protections have been denied.

Existing law prohibits a local jurisdiction from imposing a business license, fee, or tax for the privilege of operating a small family daycare home.

This bill would extend that prohibition to large family daycare homes.

Existing law requires the State Fire Marshal to adopt building standards and regulations relating to the fire and life safety systems in family daycare provider homes.

This bill would require the State Fire Marshal to update those regulations in the next regulation adoption cycle, and every 3 years thereafter to conform to changes in these provisions. The bill would also require the State Fire Marshal to issue guidance on implementing the provisions prior to the publication of regulations, but not later than January 1, 2021, and would authorize guidance to be issued annually thereafter in years when the specified regulations are not updated.

The bill would also make technical and conforming changes.

The people of the State of California do enact as follows:

SECTION 1. Section 1596.72 of the Health and Safety Code is amended to read:

1596.72. The Legislature finds all of the following:

(a) That child daycare facilities can contribute positively to a child's emotional, cognitive, and educational development.

(b) That it is the intent of this state to provide a comprehensive, quality system for licensing child daycare facilities to ensure a quality childcare environment.

(c) That this system of licensure requires a special understanding of the unique characteristics and needs of the children served by child daycare facilities.

(d) That it is the intent of the Legislature to establish within the State Department of Social Services an organizational structure to separate licensing of child daycare facilities from those facility types administered under Chapter 3 (commencing with Section 1500).

(e) That good quality childcare services are an essential service for working parents.

(f) California has a tremendous shortage of regulated childcare, and only a small fraction of families who need childcare have it. Parents should be able to support their families without having to sacrifice their child's well-being.

(g) With childcare, families have more options for jobs and education to improve their prospects. Good, affordable childcare gives children a strong start and creates opportunities for families and communities.

SEC. 2. Section 1596.73 of the Health and Safety Code is amended to read:

1596.73. The purposes of this act are to:

- (a) Streamline the administration of childcare licensing and thereby increase the efficiency and effectiveness of this system.
- (b) Encourage the development of licensing staff with knowledge and understanding of children and childcare needs.
- (c) Provide providers of childcare with technical assistance about licensing requirements.
- (d) Enhance consumer awareness of licensing requirements and the benefits of licensed childcare.
- (e) Recognize that affordable, quality licensed childcare is critical to the well-being of parents and children in this state.
- (f) Promote the development and expansion of regulated childcare.

SEC. 3. Section 1596.78 of the Health and Safety Code is amended to read:

1596.78. (a) “Family daycare home” means a facility that regularly provides care, protection, and supervision for 14 or fewer children, in the provider’s own home, for periods of less than 24 hours per day, while the parents or guardians are away, and is either a large family daycare home or a small family daycare home.

(b) “Large family daycare home” means a facility that provides care, protection, and supervision for 7 to 14 children, inclusive, including children under 10 years of age who reside at the home, as set forth in Section 1597.465 and as defined in regulations.

(c) “Small family daycare home” means a facility that provides care, protection, and supervision for eight or fewer children, including children under 10 years of age who reside at the home, as set forth in Section 1597.44 and as defined in regulations.

(d) A small family daycare home or large family daycare home includes a detached single-family dwelling, a townhouse, a dwelling unit within a dwelling, or a dwelling unit within a covered multifamily dwelling in which the underlying zoning allows for residential uses. A small family daycare home or large family daycare home is where the daycare provider resides, and includes a dwelling or a dwelling unit that is rented, leased, or owned.

SEC. 4. Section 1597.30 of the Health and Safety Code is amended to read:

1597.30. The Legislature finds and declares all of the following:

- (a) The Legislature has a responsibility to ensure the health and safety of children in family homes that provide daycare.
- (b) There is an extreme shortage of regulated family daycare homes in California, and the number has decreased significantly since 2008.
- (c) There continues to be a growing need for child daycare facilities due to the increased number of working parents. Parents need childcare so they can work and attend school, and so their children can thrive.
- (d) Many parents prefer childcare located in their neighborhoods in family homes.
- (e) There should be a variety of childcare settings, including regulated family daycare homes, as suitable choices for parents.

(f) The licensing program to be operated by the state should be cost effective, streamlined, and simple to administer in order to ensure adequate care for children placed in family daycare homes, while not placing undue burdens on the providers.

(g) The state should maintain an efficient program of regulating family daycare homes that ensures the provision of adequate protection, supervision, and guidance to children in their homes.

(h) The state has a responsibility to promote the development and expansion of regulated family daycare homes to care for children in residential settings.

SEC. 5. Section 1597.40 of the Health and Safety Code is repealed.

SEC. 6. Section 1597.40 is added to the Health and Safety Code, to read:

1597.40. (a) It is the intent of the Legislature that family daycare homes for children should be situated in normal residential surroundings so as to give children the home environment that is conducive to healthy and safe development. It is the public policy of this state to provide children in a family daycare home the same home environment as provided in a traditional home setting.

(b) The Legislature declares this policy to be of statewide concern with the purpose of occupying the field. This act, the state building code, and the fire code, and regulations promulgated pursuant to those provisions, shall preempt local laws, regulations, and rules governing the use and occupancy of family daycare homes. Local laws, regulations, or rules shall not directly or indirectly prohibit or restrict the use of a facility as a family daycare home, including, but not limited to, precluding the operation of a family daycare home.

SEC. 7. Section 1597.41 is added to the Health and Safety Code, to read:

1597.41. (a) Every provision in a written instrument relating to real property that purports to restrict the conveyance, encumbrance, leasing, or mortgaging of the real property for use or occupancy as a family daycare home is void, and every restriction in that written instrument as to the use or occupancy of the property as a family daycare home is void.

(b) An attempt to deny, restrict, or encumber the conveyance, leasing, or mortgaging of real property for use or occupancy as a family daycare home is void. A restriction related to the use or occupancy of the property as a family daycare home is void. A property owner or manager shall not refuse to sell or rent, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a detached single-family dwelling, a townhouse, a dwelling unit within a dwelling, or a dwelling unit within a covered multifamily dwelling in which the underlying zoning allows for residential use to a person because that person is a family daycare provider.

(c) Except as provided in subdivision (d), a restriction, whether by way of covenant, contract, condition upon use or occupancy, or by transfer of title to real property, that restricts directly or indirectly limits the acquisition, use, or occupancy of a detached single-family dwelling, a townhouse, a dwelling unit within a dwelling, or a dwelling unit within a covered

multifamily dwelling in which the underlying zoning allows for residential use as a family daycare home is void.

(d) (1) A prospective family daycare home provider who resides in a rental property shall provide 30 days' written notice to the landlord or owner of the rental property prior to the commencement of operation of the family daycare home.

(2) A family daycare home provider who has relocated an existing licensed family daycare home program to a rental property on or after January 1, 1997, may provide less than 30 days' written notice when the department approves the operation of the new location of the family daycare home in less than 30 days, or the home is licensed in less than 30 days, so that service to the children served in the former location not be interrupted.

(3) A family daycare home provider in operation on rental or leased property as of January 1, 1997, shall notify the landlord or property owner in writing at the time of the annual license fee renewal, or by March 31, 1997, whichever occurs later.

(4) Notwithstanding any other law, upon commencement of, or knowledge of, the operation of a family daycare home on an individual's property, the landlord or property owner may require the family daycare home provider to pay an increased security deposit for operation of the family daycare home. The increase in deposit may be required notwithstanding that a lesser amount is required of tenants who do not operate family daycare homes. The total security deposit charged shall not exceed the maximum allowable under existing law.

(5) Section 1596.890 does not apply to this subdivision.

(e) During the license application process for a small or large family daycare home, the department shall notify the applicant that the remedies and procedures in Article 2 (commencing with Section 12980) of Chapter 7 of Part 2.8 of Division 3 of Title 2 of the Government Code relating to fair housing are available to family daycare home providers, family daycare home provider applicants, and individuals who claim that any of the protections provided by this section or Section 1597.40, 1597.42, 1597.43, 1597.45, 1597.455, or 1597.46 have been denied.

(f) For the purpose of this section, "restriction" means a restriction imposed orally, in writing, or by conduct and includes prohibition.

(g) This section does not alter the existing rights of landlords and tenants with respect to addressing and resolving issues related to noise, lease violations, nuisances, or conflicts between landlords and tenants.

SEC. 8. Section 1597.42 is added to the Health and Safety Code, to read:

1597.42. The use of a home as a family daycare home, operated under the standards of state law, in a residentially zoned area shall be considered a residential use of property for the purposes of all local ordinances, regulations, and rules, and shall not fundamentally alter the nature of the underlying residential use.

SEC. 9. Section 1597.45 of the Health and Safety Code is amended to read:

1597.45. (a) The use of a home as a small or large family daycare home shall be considered a residential use of property and a use by right for the purposes of all local ordinances, including, but not limited to, zoning ordinances.

(b) A local jurisdiction shall not impose a business license, fee, or tax for the privilege of operating a small or large family daycare home.

(c) Use of a home as a small or large family daycare home shall not constitute a change of occupancy for purposes of Part 1.5 (commencing with Section 17910) of Division 13 (State Housing Law) or for purposes of local building codes.

(d) A small or large family daycare home shall not be subject to the provisions of Division 13 (commencing with Section 21000) of the Public Resources Code.

(e) The provisions of this chapter do not preclude a city, county, or other local public entity from placing restrictions on building heights, setback, or lot dimensions of a family daycare home, as long as those restrictions are identical to those applied to all other residences with the same zoning designation as the family daycare home. This chapter does not preclude a local ordinance that deals with health and safety, building standards, environmental impact standards, or any other matter within the jurisdiction of a local public entity, as long as the local ordinance is identical to those applied to all other residences with the same zoning designation as the family daycare home. This chapter also does not prohibit or restrict the abatement of nuisances by a city, county, or city and county. However, the ordinance or nuisance abatement shall not distinguish family daycare homes from other homes with the same zoning designation, except as otherwise provided in this chapter.

(f) For purposes of this chapter, “small family daycare home or large family daycare home” includes a detached single-family dwelling, a townhouse, a dwelling unit within a dwelling, or a dwelling unit within a covered multifamily dwelling in which the underlying zoning allows for residential uses. A small family daycare home or large family daycare home is where the family daycare provider resides, and includes a dwelling or dwelling unit that is rented, leased, or owned.

SEC. 10. Section 1597.455 is added to the Health and Safety Code, to read:

1597.455. (a) A small family daycare home shall not be subject to Article 1 (commencing with Section 13100) or Article 2 (commencing with Section 13140) of Chapter 1 of Part 2 of Division 12, except that a small family daycare home shall contain a fire extinguisher and smoke detector device that meet standards established by the State Fire Marshal.

(b) A small family daycare home for children shall have one or more carbon monoxide detectors in the facility that meet the standards established in Chapter 8 (commencing with Section 13260) of Part 2 of Division 12. The department shall account for the presence of these detectors during inspections.

SEC. 11. Section 1597.46 of the Health and Safety Code is repealed.

SEC. 12. Section 1597.46 is added to the Health and Safety Code, to read:

1597.46. (a) A large family daycare home shall abide by all standards, in addition to the requirements of the State Uniform Building Standards Code, that are specifically designed to promote fire and life safety in large family daycare homes. The State Fire Marshal shall adopt separate building standards specifically relating to the subject of fire and life safety in family daycare homes, which shall be published in Title 24 of the California Code of Regulations. These standards shall apply uniformly throughout the state and shall include, but not be limited to, all of the following:

(1) The requirement that a large family daycare home contain a fire extinguisher or smoke detector device, or both, that meets childcare standards established by the State Fire Marshal.

(2) Specification as to the number of required exits from the home.

(3) Specification as to the floor or floors on which childcare may be provided and the number of required exits on each floor.

(b) A large family daycare home for children shall have one or more carbon monoxide detectors in the facility that meet the standards established in Chapter 8 (commencing with Section 13260) of Part 2 of Division 12. The department shall account for the presence of these detectors during inspections.

(c) Enforcement of this section shall be in accordance with Sections 13145 and 13146. A city, county, city and county, or district shall not adopt or enforce a building ordinance or local rule or regulation relating to the subject of fire and life safety in large family daycare homes that is inconsistent with those standards adopted by the State Fire Marshal, except to the extent the building ordinance or local rule or regulation applies to all residences with the same zoning designation in which childcare is provided.

SEC. 13. Section 1597.47 of the Health and Safety Code is repealed.

SEC. 14. Section 1597.54 of the Health and Safety Code is amended to read:

1597.54. (a) All family daycare homes for children, shall apply for a license under this chapter, except that any home that, on June 28, 1981, had a valid and unexpired license to operate as a family daycare home for children under other provisions of law shall be deemed to have a license under this chapter for the unexpired term of the license, at which time a new license may be issued upon fulfilling the requirements of this chapter.

(b) An applicant for licensure as a family daycare home for children shall file with the department, pursuant to its regulations, an application on forms furnished by the department, which shall include, but not be limited to, all of the following:

(1) A brief statement confirming that the applicant is financially secure to operate a family daycare home for children. The department shall not require any other specific or detailed financial disclosure.

(2) (A) Evidence that the small family daycare home contains a fire extinguisher or smoke detector device, or both, that meets standards established by the State Fire Marshal under Section 1597.455, or evidence

that the large family daycare home meets the standards established by the State Fire Marshal under subdivision (a) of Section 1597.46.

(B) Evidence satisfactory to the department that there is a fire escape and disaster plan for the facility and that fire drills and disaster drills will be conducted at least once every six months. The documentation of these drills shall be maintained at the facility on a form prepared by the department and shall include the date and time of the drills.

(3) The fingerprints of any applicant of a family daycare home license, and any other adult, as required under subdivision (b) of Section 1596.871.

(4) Evidence of a current tuberculosis clearance, as defined in regulations that the department shall adopt, for any adult in the home during the time that children are under care. This requirement may be satisfied by a current certificate, as defined in subdivision (f) of Section 121525, that indicates freedom from infectious tuberculosis as set forth in Section 121525.

(5) Commencing September 1, 2016, evidence of current immunity or exemption from immunity, as described in Section 1597.622, for the applicant and any other person who provides care and supervision to the children.

(6) Evidence satisfactory to the department of the ability of the applicant to comply with this chapter and Chapter 3.4 (commencing with Section 1596.70) and the regulations adopted pursuant to those chapters.

(7) Evidence satisfactory to the department that the applicant and all other persons residing in the home are of reputable and responsible character. The evidence shall include, but not be limited to, a criminal record clearance pursuant to Section 1596.871, employment history, and character references.

(8) Other information as required by the department for the proper administration and enforcement of the act.

(c) Failure of the applicant to cooperate with the licensing agency in the completion of the application shall result in the denial of the application. Failure to cooperate means that the information described in this section and in regulations of the department has not been provided, or not provided in the form requested by the licensing agency, or both.

SEC. 15. Section 1597.543 of the Health and Safety Code is repealed.

SEC. 16. Section 1597.543 is added to the Health and Safety Code, to read:

1597.543. (a) The State Fire Marshal shall update the building and fire standards necessary to implement the sections of this chapter relating to life and fire safety, including, but not limited to, Sections 1597.455 and 1597.46, and shall publish the updates in the California Code of Regulations (CCR) in the next Title 19 and Title 24 CCR adoption cycle.

(b) Prior to the publication of the updates required by subdivision (a), but not later than January 1, 2021, the State Fire Marshal shall issue guidance on implementing the sections listed in subdivision (a).

(c) The State Fire Marshal shall update the regulations at least every three years to conform to changes in this chapter. The State Fire Marshal

may issue guidance on implementing this chapter annually in the years in which the regulations are not updated in Title 19 and Title 24 of the CCR.

O

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF BEAUMONT, CALIFORNIA
AMENDING TABLE 17.03-3 “PERMITTED USES FOR BASE ZONE DISTRICTS”
AND
TABLE 17.03-4 “PERMITTED USES FOR OVERLAY ZONE DISTRICTS”
WITHIN CHAPTER 17, “ZONING”
OF THE BEAUMONT MUNICIPAL CODE**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT, RIVERSIDE COUNTY, STATE OF CALIFORNIA AS FOLLOWS:

SECTION 1. CEQA. The City Council finds that the actions contemplated by this Ordinance are exempt from the California Environmental Quality Act (“CEQA”) pursuant to 15061(b)(3). CEQA review is not required because there is no possibility that this Ordinance may have a significant effect upon the environment and the proposed text amendments constitute a minor alteration in a land use limitation under CEQA Guidelines Section 15305, and such a land use limitation is a permissible exercise of the City’s zoning powers.

SECTION 2. Severability. The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance enforced.

SECTION 3. Prosecution of Prior Ordinances. Neither the adoption of this Ordinance nor the repeal of any other ordinance of this City shall in any manner affect the prosecution of any violation of any City ordinance or provision of the City of Beaumont Municipal Code, committed prior to the effective date hereof, nor be construed as a waiver of any penalty or the penal provisions applicable to any violation thereof.

SECTION 4. The City Council hereby amends Title 17, Table 17.03-3, entitled “Permitted Uses for Base Zone Districts” to the Beaumont Municipal Code, to modify Large Family Daycare to the table to read as follows.

Table 17.03-3 Permitted Land Uses For Base Zone Districts									
	RC	PF	RR	RSF	RMF	CG	CC	M	CM
Daycare Centers, Large Family – 7 to 14 Children	N	N	GP	GP	GP	N	N	N	N

SECTION 5. The City Council hereby amends Title 17, Table 17.03-4, entitled “Permitted Uses for Overlay Zone Districts” to the Beaumont Municipal Code, to modify to the table Large Family Daycares to read as follows.

Table 17.03-4 Permitted Land Uses For Overlay Zone Districts (continued)			
	6th St Overlay	Beaumont Ave. Overlay	Urban Village Overlay
Daycare Centers, Large Family – 7 to 14 Children	<u>GP</u>	<u>GP</u>	<u>GP</u>

SECTION 6. Effective Date and Publication. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within 15 days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect 30 days after adoption in accordance with Government Code Section 36937.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Beaumont, California, approves an amendment to the City Code.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Beaumont, California, held on the ____ day of _____, 2019, by the following roll call vote:

AYES:
NOES
ABSENT
ABSTAIN

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Beaumont, California, held on the ____ day of _____, 2019.

AYES:
NOES:
ABSENT:
ABSTAIN:

Julio Martinez, Mayor

Attest: _____
City Clerk

Approved as to form:

John O. Pinkney, City Attorney



Staff Report

TO: Mayor and City Council Members

FROM: Christina Taylor, Community Development Director

DATE: December 3, 2019

SUBJECT: Conduct a Public Hearing and Consider Development Agreement PLAN2019-0336 for a 2.89 Million Square Foot Industrial Business Park (Hidden Canyon Industrial Park); Located at the Western Terminus of Fourth Street, South of State Highway 60, East of Jack Rabbit Trail

Background and Analysis:

The subject site, located southeasterly of the junction of State Route 60 and Jack Rabbit Trail, consists of a total area of 196.5 acres. The site is located along the south side of State Route 60 in the westerly-most area of the City of Beaumont.



This is a request for a development agreement to facilitate the development of the Hidden Canyon Specific Plan. The most recent approval for this project is Plot Plan PP2018-0134

originally approved on November 13, 2018, and was extended by the Planning Commission at its meeting of October 8, 2019, for one (1) year, establishing an expiration date of November 13, 2020.

The site has been subject to other various entitlement activities in the past, as follows:

Beaumont Gateway Specific Plan

When owned by the Lockheed Corporation, the site received specific plan and tentative tract approval in 1995 for 573 dwelling units, with a minimum lot size of 5,000 square feet. Due to economic and market considerations at that time, the project never moved forward with development.

Wyle Laboratories Test Facility

Wyle Laboratories subsequently acquired the site and received City approval in 2001 for a zone change and general plan amendment for an industrial designation, and a conditional use permit for operation of a small industrial testing facility on the site.

Hidden Canyon Specific Plan (2005)

CRV-SC Beaumont Partners, LP received City approval in 2005 for the entitlement for a maximum of 426 residential lots, 19.5 acres of parks and open space, and a 4.8 acre commercial site.

Hidden Canyon Industrial Specific Plan (2012)

Amendment to the specific plan changing the land use designations from residential to industrial and providing for up to 2.89 million square feet of industrial floor space. This is the currently entitled status for this site.

Plot Plan Approval

11-PP-04 Plot Plan was approved by the Planning Commission on February 14, 2012, which is now expired.

16-PP-02 Plot Plan was re-approved by the City Council on September 6, 2016, which is now expired.

Plot Plan PP2018-0134 was approved by the Planning Commission on November 13, 2018, and was extended by the Planning Commission until November 13, 2020.

The approved specific plan, environmental impact report addendum, and 2012 staff report are available for review on the City's transparency portal website within Community Development/Specific Plans.

The applicant is requesting a development agreement for this project. The guidelines for development agreements are established in City of Beaumont Resolution No. 1987-34. The proposed development agreement contains the following requests by the applicant:

- Extension of the entitlements for Plot Plan 2018-0134 for a period of seven (7) years from the current expiration date. Under the proposed development agreement, the expiration date would be November 13, 2027, and
- The allowance of assignment or transfer of the development agreement.

The other approved entitlements do not expire. There are no unusual or changed circumstances, at this site that would affect the entitlements or consideration of this development agreement.

At its meeting of November 12, 2019, the Planning Commission conducted a public hearing for this item and has forwarded a recommendation of approval of the development agreement to City Council.

Environmental Documentation:

An Environmental Impact Report (EIR) was prepared and certified in 1995 for the Beaumont Gateway Specific Plan, and the later Hidden Canyon Addendums in both 2005 and 2012, assessing the environmental impacts of the project and subsequent implementation steps, including subdivision of the site, for the same project. The EIR and the findings made by the City Council remain valid. A development agreement does not require CEQA analysis.

Findings:

City of Beaumont Resolution No. 1987-34 governing the approval of development agreements requires the Planning Commission and City Council to make the following findings:

1. The proposed agreement is consistent with the objectives, policies, general land use and programs specified in the General Plan;

The project associated with the proposed agreement is consistent with the General Plan and it's goals, objectives and policies. Specifically, approval of this project will provide an avenue for new employment, improvements to infrastructure and circulation. Approval of the proposed agreement will provide adequate time for the improvements to occur and structures to be built.

2. The proposed agreement facilitates land uses which are compatible with the uses authorized in, and the regulations prescribed for, the land use districts in which the real property is located;

The project associated with the proposed agreement is in conformance with the zoning and land use on the property and the surrounding area. There are no proposed changes to the zoning, land use or project approvals as a result of this agreement.

3. The proposed agreement is in conformity with public convenience, general welfare and good land use practice;

The project associated with this agreement is compatible with the surrounding area. The improvements that will be constructed as a result of this project will add to the public convenience and improve the general welfare of the businesses and residents in the area by providing new infrastructure and improved access and circulation for the general public and public safety.

4. The proposed agreement will not be detrimental to the health, safety and general welfare; and

Approval of this agreement will have no impact on the health, safety or welfare of the City, the surrounding area or its residents. The project associated with this agreement, through the imposition of conditions, will not have a detrimental effect on the health, safety or general welfare of the City or its residents.

5. The proposed agreement will not adversely affect the orderly development of property or the preservation of property values.

The property owner and developer have requested approval of this agreement. Approval of this agreement will not have a negative effect on orderly development or preservation of property rights.

All of the required findings can be made in a positive manner.

Fiscal Impact:

Cost of staff and legal review time and annual review of development agreement.

Recommendation:

1. Hold a Public Hearing and;
2. Approve Development Agreement PLAN2019-0336



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - DRAFT Development Agreement](#)

RECORDING REQUESTED BY:

City of Beaumont

WHEN RECORDED MAIL TO:

City of Beaumont
550 E. 6th Street
Beaumont, CA 92223
Attention: City Manager's Office

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Exempt from Recording Fees Pursuant to Government Code Section 27383
APN: 424-010-011 through 424-010-018

**STATUTORY DEVELOPMENT
AGREEMENT BY AND BETWEEN
CITY OF BEAUMONT
AND
LASSEN DEVELOPMENT PARTNERS, LLLP**

This Statutory Development Agreement ("Agreement") is entered into this __ day of _____, 2019, by and between CITY OF BEAUMONT, a general law city and municipal corporation located in the County of Riverside, State of California ("City"), and LASSEN DEVELOPMENT PARTNERS, LLLP, a Delaware limited liability partnership ("Developer") pursuant to the authority of Sections 65864 et seq. of the California Government Code and Beaumont City Council Resolution No. 1987-34.

RECITALS:

WHEREAS, City is a general law city and a municipal corporation of the State of California; and;

WHEREAS, Developer owns approximately 198.38 acres of land the legal description of which is attached hereto and incorporated herein by reference in Exhibit "A" ("Subject Property") (Assessor Parcel Nos. 424-010-011 through 424-010-018, inclusive), subject to an existing specific plan known as the Hidden Canyon Specific Plan, located south of SR-60, west of Potrero Boulevard and east of Jack Rabbit Trail in the City of Beaumont; and

WHEREAS, Owner intends to convey the Subject Property to either (a) USAA Real Estate Company, a Delaware corporation, (b) an affiliate controlled by USAA Real Estate Company or having an interest therein, or (c) an affiliate known as MPLD II Inland Empire, LLC, a to-be-formed Delaware limited liability company ("Assignee"); and

WHEREAS, the Subject Property is subject to the following entitlements: General Plan Amendment 11-GPA-02, Hidden Canyon Specific Plan 11-SPA-01, Hidden Canyon EIR

and Addendum, Parcel Map 36426 and Plot Plan PP2018-0134 (as extended on October 8, 2019) ("Entitlements"); and

WHEREAS, the permitted uses of the Property are industrial uses being Trucking Terminal, Industrial Complex, Wholesale, Distribution and Storage, Administrative Offices and Other Uses determined to be substantially similar; the density and intensity of use is up to 2.89 million square feet of distribution warehouses, maximum allowable lot coverage 55%; the maximum height of the proposed buildings is 50 feet above building finish floor elevation, the current approved size of Building 1 is 1,867,040 sf and the current approved size of Building 2 is 1,015,280 sf, minor modifications to building size and design are allowed per the specific plan as long as the maximum square footage is not exceeded; the specific provisions for reservation or dedication of land for public purposes are that Lots A & B of Parcel Map dedicated for streets and public utilities, Parcel A is open space, Parcel B is a retention basin and Parcel C is an open space area (collectively, the "Project"); and

WHEREAS, the Project will provide jobs and industry in the City of Beaumont; and

WHEREAS, Developer is not requesting from the City, nor is the City providing, any form of financial assistance to locate, develop, construct and/or operate in the City of Beaumont, and Developer agrees to comply with all conditions of approval; and

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Sections 65864 et seq. of the California Government Code, "Development Agreement Statute" which authorizes cities to enter into property development agreements with any person(s) or entity(ies) having a legal or equitable interest in real property for the development of such real property in order to establish certain development rights in the real property; and

WHEREAS, this Development Agreement is intended to provide assurances to Developer that an approved Project may proceed subject to the policies, rules, regulations, and conditions of approval applicable to the Project at the time of approval, regardless of any changes to City policies, rules, and regulations after project approval, and provide assurances that City cannot otherwise unilaterally impose conditions of approval of the Project outside the context of the negotiated development agreement; and

WHEREAS, this Agreement will eliminate uncertainty in planning for and securing orderly development of the Subject Property, assure installation of necessary improvements, and ensure attainment of the maximum effective utilization of resources within the City at the least economic cost to its citizens; and

WHEREAS, based on the foregoing recitals, City has determined that this Agreement is appropriate under the Development Agreement Statute and Beaumont City Council Resolution No. 1987-34; and

WHEREAS, this Agreement is voluntarily entered into in consideration of the benefits to and the rights created in favor of each of the parties hereto and in reliance upon the various representations and warranties contained herein; and

WHEREAS, City, as "Lead Agency" under the California Environmental Quality Act ("CEQA") and the CEQA Guidelines, has determined that the "Project," as more fully described in this Agreement, has been fully analyzed per CEQA Guidelines under the existing EIR and Addendum for the Project.

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Statute and Beaumont City Council Resolution No. 1987-34 and in consideration of the mutual covenants and promises of the parties contained herein, the Parties agree as follows:

AGREEMENT:

Section 1. Incorporation of Recitals and Exhibits

The foregoing Recitals and attached Exhibits are true and correct and are incorporated into this Agreement by this reference as though fully set forth herein.

Section 2. Effective Date

This Agreement shall become effective on the effective date ("Effective Date") of the ordinance enacting this Agreement ("Enacting Ordinance").

Section 3. Term

The parties agree that the Term of this Agreement shall be for a term of seven (7) years commencing on the Effective Date, subject to any termination provisions described in this Agreement ("Term").

Section 4. Project

The "Project" will include the development of up to 2.89 million square feet of industrial development with associated on and off-site improvements and landscaping on the Subject Property, which consist of approximately 198.38 acres of vacant land in the Hidden Canyon Specific Plan, subject to the following Entitlements: General Plan Amendment 11-GPA-02, Hidden Canyon Specific Plan 11-SPA-01, Hidden Canyon EIR and Addendum, Parcel Map 36426 and Plot Plan PP2018-0134 (as extended on October 8, 2019).

Section 5. Project Site

The "Project Site" is the same as the Subject Property, which consists of approximately 198.38 acres of vacant land in the Hidden Canyon Specific Plan, located south of SR-60, west of Potrero Boulevard and east of Jack Rabbit Trail, in the City of Beaumont, California.

Section 6. Termination

This Agreement shall be terminated and of no further effect upon the occurrence of any of the following events:

- (a) The expiration of the Term of this Agreement; or
- (b) Entry of final judgment or issuance of a final order by a court of competent jurisdiction directing City to set aside, withdraw, or abrogate City's approval of this Agreement or any material part of the Entitlements;
- (c) The effective date of City's election to terminate this Agreement in response to an uncured default by Developer, pursuant to the terms of this Agreement; or
- (d) The effective date of Developer's election to terminate this Agreement for any reason.

In the event of a termination of this Agreement with respect to any portion of the Project or Project Site, any then-existing rights and obligations of the parties under this Agreement with respect to such portion of the Project or Project Site shall automatically terminate and be of no further force, effect or operation. No termination of this Agreement with respect to any portion of the Project or Project Site shall affect in any way the parties' rights and obligations hereunder with respect to any other portion of the Project or Project Site. If City lawfully terminates this Agreement because of Developer's default, then City shall retain any and all benefits, including without limitation any money, improvements, structures, easements or dedications received by City pursuant to any term or condition of this Agreement.

Section 7. Cooperation by Developer

Developer shall, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations under this Agreement and cause its planners, engineers and other consultants to do the same. Developer also shall apply in a timely manner for such other permits and approvals from other governmental or quasi- governmental agencies having jurisdiction over the Project or Project Site as may be required for the development or operation of the Project or Project Site, as contemplated by this Agreement. For the avoidance of doubt, nothing in this Agreement shall be construed to require Developer to develop, construct, open or operate on the Project Site. Except as provided to the contrary in Sections 23 and 24 regarding Hold Harmless and Indemnity, Developer shall have no obligations under this Agreement for matters that occur or obligations that arise with respect to any portion of the Project Site after it has transferred such portion of the Project Site to another party so long as Developer has complied with Section 17 hereof by providing notice to the City or obtaining the City's approval to the extent

required in Section 17.

Section 8. Processing Fees

Notwithstanding anything else herein, Developer shall pay all applicable fees pursuant to the Beaumont Municipal Code and established Fee Schedule in the amounts set forth in the schedule of fees in effect at the time such fees are due and payable during the development process. Without limiting the foregoing such fees will include grading permit fees, building permit fees and other similar fees.

Section 9. Vested Rights and Applicable Rules, Regulations and Policies

(a) Except as otherwise provided in this Agreement, Developer shall have the vested right to develop the Project and Project Site pursuant to the Entitlements and the rules, regulations, and policies governing use, density, design, improvement, construction, maximum height and size of proposed buildings in effect on the Effective Date of this Agreement (collectively, "Applicable Law"). It is the intent of City and Developer that the vesting of development rights of Developer shall include the permitted land uses, density and intensity of use of the Project Site, timing or phasing of development, zoning, and the location and size of public improvements and other terms and conditions of development of the Project or Project Site as set forth in the Entitlements and this Agreement. Except in the event of termination of this Agreement under Section 6, the Entitlements associated with the Project shall not expire prior to the end of the Term. In addition, pursuant to the City's policies, if, prior to the expiration of the Term of this Agreement, Developer has completed either Building 1 or Building 2, and all public and private improvements required in relation thereto and an unconditional Certificate of Occupancy has been issued by City, the Entitlements relative to such building shall have been deemed satisfied as it relates to this Agreement and the Entitlements for the remaining building to be constructed will continue in effect as otherwise provided in this Agreement.

(b) In accordance with Government Code Section 65866, nothing herein shall be construed to limit City's authority in subsequent actions applicable to the Property, to apply new rules, regulations and policies to the Project or Project Site which do not conflict with the Applicable Law or this Agreement, nor to limit City's police power to implement, based upon appropriate and adequate findings, specific emergency measures necessary to protect against real and actual threats to the health, safety and welfare of the general public. Nor shall this Development Agreement prevent the City from denying or conditionally approving any subsequent development project application on the basis of these existing or new rules, regulations, and policies.

(c) Notwithstanding anything to the contrary contained in this Agreement, City shall apply to the Project or Project Site, at any time during the term of this Agreement, the codes then in effect, as set forth in Title 15 of the Beaumont Municipal Code "Buildings and Construction".

(d) As provided in California Government Code Section 65869.5, this Agreement

shall not preclude the application to the Project or Project Site of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("Changes in the Law"). In the event Changes in the Law prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with the Changes in the Law, and City and Developer shall take such action as may be required pursuant to this Agreement.

Section 10. Assessments, Fees, Mitigation and Exactions.

The City shall not impose any future assessment, fee, mitigation measure or exaction on the Property, the Project or the Development Plan or any portion thereof, except (a) those existing and proposed assessments, fees, mitigation measures and exactions in existence on the date of this Agreement as they may be amended from time to time, (b) such other fees, assessments and exactions as may be adopted or imposed by the City in conformance with the requirements of Article XIII D of the California Constitution, (c) such other development impact fees or categories of development impact fees which are adopted on a City or County-wide basis or as required as a condition to obtaining County funding; and (d) such other development impact fees or categories of development impact fees which are imposed on other development projects in the City and are adopted and levied based on a benefit assessment. Fees payable to City shall be at rates applicable on the date the fee is paid.

Section 11. Revisions

Developer initiated revisions to the entitlements related to the Project or Project Site shall not require an amendment to this Agreement, provided that City finds and determines that the proposed change or modification is consistent with the development standards and guidelines set forth in this Agreement and Applicable Laws.

Section 12. Nexus/Reasonable Relationship Challenges

Developer consents to, and waives any rights it may have now or in the future to challenge the legal validity of, the conditions or requirements set forth in this Agreement including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax.

Covenant Not To Sue. The Parties to this Agreement, and each of them, agree that this Agreement and each term hereof is legal, valid, binding, and enforceable. The Parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other Party to this Agreement, in law or in equity, or based on an allegation, or assert in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable

Section 13. Covenants Binding

All of the terms, provisions, and obligations contained in this Agreement shall be binding upon the City and Developer. Notwithstanding anything set forth in this Agreement to the contrary, during the term hereof, the Project and Project Site shall be subject to this Agreement, and any development of any portion of the Project and Project Site shall be subject to and in accordance with the terms of this Agreement.

Section 14. Periodic Review

City shall conduct a review of this Agreement as set forth as follows:

(a) Annual Review. City will review the extent of good faith compliance by Developer with the terms of this Agreement annually commencing on the first anniversary of the Effective Date of this Agreement.

(b) Notice. City shall notify Developer in writing of the date of review at least thirty (30) days prior thereto.

(c) Cooperation. Developer agrees to reasonably cooperate with City's review process.

(d) Failure to Conduct Review. City's failure to conduct an annual review of this Agreement shall not constitute a breach of this Agreement.

(e) Certificate of Compliance. If, at the conclusion of a periodic or special review, Developer is found to be in compliance with this Agreement, City shall issue a Certificate of Compliance ("Certificate") to Developer stating that after the most recent periodic or special review, and based upon the information known or made known to City that: (i) this Agreement remains in effect and (ii) Developer is not in default. City shall not be bound by a Certificate if a default existed at the time of the periodic or special review, but was concealed from or otherwise not known to City, regardless of whether or not the Certificate is relied upon by assignees or other transferees or Developer.

Section 15. Relationship of Parties

It is specifically understood and agreed by and among the parties hereto that the Project is a private development and that neither party is acting as the agent of the other in any respect hereunder. City and Developer also hereby renounce the existence of any form of joint venture or partnership among them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developer joint venturers or partners.

Section 16. No Third Party Beneficiaries

The only parties to this Agreement are Developer and City. There are no third-party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit, or be enforceable by any other person whatsoever.

Section 17. Assignment of Rights

Developer shall have the right to assign or delegate all or a portion of its rights, duties and obligations under this Agreement to subsequent fee owners of the Subject Property, (a) by giving prior written notice to City, to any entity in which Developer, or its principal shareholders, retain a majority ownership interest so long as such assignee expressly assumes the obligations of Developer hereunder, and (b) with the prior written consent of the City, which shall not be unreasonably withheld, to any other subsequent fee owner of the Project or portion thereof. Otherwise, Developer may not assign all or any portion of its rights hereunder nor delegate all or any portion of its duties and obligations hereunder. Notwithstanding the foregoing provisions of this Section 17, without further approval by the City, Developer may assign its rights and obligations hereunder, upon the conveyance of the Subject Property within one hundred twenty (120) days after the Effective Date, to the "Assignee" defined in the Recitals. Developer shall provide the City a copy of a written assignment of Development Agreement to such Assignee within ten (10) days after such conveyance of the Subject Property. When a permitted assignment has taken place pursuant to this Section 17, the assignor shall have no further duties, obligations or rights thereafter under this Agreement with respect to the portion of the Subject Property which is being transferred (except in relation to matters which occurred prior to the date of such transfer as provided in Sections 23 and 24).

Section 18. Singular and Plural; Gender; and Person

Except where the context requires otherwise, the singular of any word shall include the plural and vice versa; pronouns inferring the masculine gender shall include the feminine gender and neuter, and vice versa; and a reference to "person" shall include, in addition to a natural person, any governmental entity and any partnership, corporation, joint venture or any other form of business entity.

Section 19. Time Is of the Essence

Time is of the essence of this Agreement and of each and every term and condition hereof.

Section 20. Waiver

All waivers must be in writing to be effective or binding upon the waiving party, and no waiver shall be implied from any omission by a party to take any action with respect to an Event of Default as defined in this Agreement. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party shall not constitute

waiver of such party's right to demand strict compliance and specific performance by the other party in the future. In addition, no express written waiver of any Event of Default shall affect any other Event of Default, or cover any period of time other than as specified in such express waiver.

Section 21. Amendments

This Agreement may be amended from time to time by mutual consent of the original parties or their successors in interest, with City's costs payable by amendment applicants, in accordance with the provisions of Government Code Sections 65867 and 65868 and City's adopted procedures and requirements for the consideration of amendments to development agreements. Minor revisions, as described above, shall not require an amendment to this Agreement.

Section 22. Ambiguities or Uncertainties

The parties hereto have mutually negotiated the terms and conditions of this Agreement and each party received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions contained herein. As such, this Agreement is a product of the joint drafting efforts of both parties and neither party shall be deemed to have solely or independently prepared or framed this Agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of either party.

Section 23. Hold Harmless

Developer hereby agrees to, and shall defend, indemnify and hold harmless City, city council, commissions, boards, subcommittees and City's elected and appointed officials, commissioners, board members, officers, agents, consultants and employees ("City Parties") from, any and all claims, costs and liability for any damages, personal injury or death, which may arise, directly or indirectly, from Developer's or Developer's officers', agents', consultants', employees', contractors' or subcontractors' negligent, willful or reckless conduct performed under or with respect to this Agreement. Developer shall have no obligations under this Section 23 (except in relation to matters which occurred prior to the date of such transfer) with respect to any portion or all of the Subject Property after it has transferred and conveyed its fee interest in such portion or all of the Subject Property to a third party.

Section 24. Indemnification

Developer shall defend, indemnify and hold harmless City, city council, commissions, boards, subcommittees and City's elected and appointed officials, commissioners, board members, officers, agents, consultants and employees ("City Parties") from and against any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to the legality, validity or adequacy of any of the following items: (i) this

Agreement and the concurrent and subsequent permits, licenses and entitlements approved by City; (ii) any environmental determination made by City in connection with the Project, Project Site or this Agreement; and (iii) any proceedings or other actions undertaken by City in connection with the adoption or approval of any of the above. In the event of any administrative, legal, equitable action or other proceeding instituted by any third party (including without limitation a governmental entity or official) challenging the legality, validity or adequacy of any of the above items or any portion thereof, the Parties shall mutually cooperate with each other in defense of said action or proceeding. Notwithstanding the above, City, at its sole option, may tender the complete defense of any third-party challenge as described herein. In the event City elects to contract with special counsel to provide for such a defense, City shall meet and confer with Developer regarding the selection of counsel, and Developer shall pay all costs related to retention of such counsel by City. Developer shall have no obligations under this Section 24 (except in relation to matters which occurred prior to the date of such transfer) with respect to any portion or all of the Subject Property after it has transferred and conveyed its fee interest in such portion or all of the Subject Property to a third party.

Section 25. Delays in Performance

In addition to any other provisions of this Agreement with respect to delay, Developer and City shall be excused for performance of their obligations hereunder during any period of delay caused by acts of God or civil commotion; major acts of terrorism occurring in the United States of America, riots, strikes, picketing, or other labor disputes; shortage of materials or supplies; damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties; litigation, restrictions imposed or mandated by governmental or quasi-governmental entities; and/or enactment of conflicting provisions of the Constitution, laws of the United States of America, the State of California, or any codes, statutes, regulations or executive mandates promulgated thereunder. If written notice of such delay is given to either party within thirty (30) days after the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the delay, or longer as may be mutually agreed upon.

Section 26. Events of Default

A default under this Agreement shall be deemed to have occurred upon the happening of one or more of the following events or conditions: (i) a warranty, representation, or statement made or furnished by Developer expressly in this Agreement to City or by City to Developer is false or proves to have been false in any material respect when it was made, or (ii) a finding by City made following a periodic review of the Agreement under the procedure provided in this Agreement, based on substantial evidence, that Developer has not complied in good faith with one or more of the terms or conditions of this Agreement, or (iii) Developer's failure to perform any of its material obligations under this Agreement (each an "Event of Default"). Upon the occurrence of an Event of Default by Developer or City, the non-defaulting party shall provide the other party thirty (30) calendar days written notice specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured ("Notice of Default").

Subject to any extensions of time by mutual consent of the parties in writing, and subject to the provisions of Sections 25 and 31 of this Agreement, the failure or unreasonable delay by either party to perform any material term or provision of this Agreement for a period of thirty (30) days after the receipt of a written notice of default from the other party shall constitute a default under this Agreement. If the nature of the alleged default is such that it cannot reasonably be cured within such thirty (30) calendar day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. Any Notice of Default given hereunder shall specify in detail the nature of the alleged Event of Default and the manner in which such Event of Default may be satisfactorily cured in accordance with the terms and conditions of this Agreement. During the time periods herein specified for cure of an Event of Default, the party charged therewith shall not be considered to be in default for purposes of termination of this Agreement, institution of legal proceedings with respect thereto, or whether any further building permits shall be issued with respect to the Project Site.

Section 27. No Ministerial Permits upon Developer Default

No ministerial permits, such as but not limited to building permits and grading permits, shall be issued nor shall any applications for such ministerial permits be accepted for any structure or improvement for the Project or on the Project Site during the course of any default proceedings initiated by City until after it has been determined Developer is not in default or until such default is cured by Developer or is waived by City.

Section 28. Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

Section 29. Venue

In the event that suit is brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

Section 30. No Damages Relief

Notwithstanding anything else in this Agreement to the contrary, the parties acknowledge that neither would have entered into this Agreement had either been exposed to damage claims for any breach hereof. As such, the parties agree that in no event shall either party be entitled to recover monetary damages of any kind whatsoever (other than the recovery of costs and attorney's fees pursuant to the terms of this Agreement or applicable law) against the other for breach of this Agreement.

Section 31. Legal Action; Attorneys' Fees

Either party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy a default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the parties hereto. The prevailing party in any such action shall be entitled to its reasonable attorneys' fees and costs to be paid by the losing party.

Section 32. Notices

Any notice or communication required hereunder among City and Developer shall be in writing, and may be given either personally or by registered mail, return-receipt requested. Notice, by personal delivery, shall be deemed to have been given and received on the actual receipt by any of the addressees designated below as the party to whom notices are to be sent. Notice by registered mail shall be deemed to have been received when delivered by the US Mail service to the recipient. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

To City:

City of Beaumont
 550 E. 6th Street
 Beaumont, CA 92223
 Attention: Community Development Director

To Developer:

Lassen Development Partners, LLLP,
 a Delaware limited liability limited partnership
 c/o Verdeam LLC
 3900 S. Wadsworth Blvd, Suite 650
 Denver, Colorado 90235
 Attn: Carl G. de Rozario
 E-mail: cderozario@verdeam.com

Section 33. Consistency of Entitlements with Agreement

The parties hereto acknowledge that it is their intention that all terms, conditions and obligations of any and all entitlements related to the Project Site and/or Project, or arising from this Agreement shall be consistent with, or at minimum, shall not conflict with, the terms, provisions and obligations of this Agreement.

Section 34. Partial Invalidity Due to Governmental Action

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

Section 35. Further Actions and Instruments

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

Section 36. Entire Agreement

This Agreement and the exhibits attached hereto contain all the representations and the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement and the exhibits attached hereto, any prior correspondence, memoranda, warranties, representations and agreements unless otherwise provided in this Agreement, are superseded in total by this Agreement and the exhibits attached hereto.

Section 37. Severability

If any term, provision, covenant or condition of this Agreement is repealed by referendum or is held by a court of competent jurisdiction or an authorized government enforcement agency to be invalid, void or unenforceable, the remaining provisions, if any, of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

Section 38. Authority to Execute Agreement

The person or persons executing this Agreement on behalf of Developer and City warrant and represent that they have the authority to execute this Agreement and the authority to bind Developer and City, as applicable, to the performance of their respective obligations hereunder.

Section 39. Counterparts

This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

Section 40. Recordation

In order to comply with Section 65868.5 of the Development Agreement Statute, the parties do hereby direct the City Clerk to cause a copy of this Agreement to be recorded with the Riverside County Recorder's Office within ten (10) days after the Enacting Ordinance takes effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written above.

[SIGNATURES ON FOLLOWING PAGE]

<p>CITY OF BEAUMONT</p> <p>APPROVED:</p> <p>_____</p> <p>By: Julio Martinez, Mayor</p> <p>ATTEST:</p> <p>By: _____</p> <p>Steven Mehlman, City Clerk</p> <p>APPROVED AS TO FORM:</p>	<p>DEVELOPER</p> <p>APPROVED:</p> <p>Lassen Development Partners, LLLP, a Delaware limited liability limited partnership</p> <p>By: Lassen Development Partners GP, LLC, a Delaware limited liability company, its General Partner</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--	--

5291.009.2093655.6



Staff Report

TO: Mayor and City Council Members

FROM: Karee Keyser, Solid Waste & Recycling Manager

DATE: December 3, 2019

SUBJECT: Consideration of First Amendment to Collection Services Agreement for the Provision of Residential and Commercial Garbage, Recyclable Materials and Organic Waste Collection Services between the City of Beaumont and Waste Management of the Inland Empire

Background and Analysis:

On May 7, 2019, the City Council unanimously approved a collection services agreement ("Agreement") for the provision of residential and commercial garbage, recyclable materials and organic waste collection services between the City and USA Waste of California, Inc., d.b.a. Waste Management of the Inland Empire ("Waste Management"). The Agreement went into effect on July 1, 2019.

When the City and Waste Management negotiated the Agreement, the parties only contemplated the collection of delinquent solid waste handling fees through the tax roll for single family residences. In its current form, the Agreement explicitly prohibits the City from placing delinquent solid waste handling fees for commercial and multifamily residential premises on the tax roll.

Staff has had multiple conversations with Waste Management, and both the City and Waste Management believe it would be beneficial to authorize the collection of delinquent commercial and multifamily residential fees on the tax rolls. Authorizing the collection of delinquent commercial and multifamily residential fees through the tax rolls would prevent the discontinuation of service to these premises in the event the solid waste handling fees go unpaid. In exchange for the City's assistance in collecting fees for delinquent accounts, Waste Management has also agreed to amend the Agreement such that Waste Management would be prohibited from discontinuing solid waste services to commercial and multifamily residential accounts even if those account holders are delinquent in their payment of fees.

In order for the City to collect delinquent fees or charges for commercial or multifamily residential solid waste handling services on the property tax roll, the City must amend its solid waste management ordinance, and also amend the Agreement. On November 19,

2019, the City Council considered and approved the first reading of an ordinance amending the solid waste management provisions of the municipal code to allow for the collection of delinquent commercial and multifamily solid waste fees on the tax roll. Attached hereto as Exhibit A, is a proposed first amendment to the Agreement between the City and Waste Management. This proposed first amendment would require the City to assist Waste Management in the collection of delinquent commercial and multifamily solid waste collection fees through the tax rolls. Under the existing agreement, in the event of collection through the tax rolls, Waste Management is responsible for timely preparing, at no cost to City, all required information, reports, notices, and materials including, without limitation, the report required by Health & Safety Code Section 5473, the notices required by Health & Safety Code Section 5473.1, and paying for any publication costs. The proposed first amendment does not alter this requirement.

Notably, this proposed first amendment only authorizes the City to place delinquent commercial and multifamily fees on the tax roll at some time in the future. The City Council is not being asked to actually approve the placement of any fees on the tax roll at this time. The actual placement of delinquent fees on the tax roll will involve a separate notice to all impacted properties and a public hearing where the City Council will have an opportunity to review and consider the fees to be placed on the tax roll, and hear any protests from impacted property owners.

Fiscal Impact:

The cost of preparation of this staff report, amendment to the ordinance and the agreement is approximately \$2,500.

Recommendation:

1. Approval of the First Amendment to Collection Services Agreement for the provision of residential and commercial garbage, recyclable materials and organic waste collection services between the City of Beaumont and Waste Management of the Inland Empire.

City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - First Amendment to Solid Waste Services Agreement WM](#)

**FIRST AMENDMENT TO COLLECTION SERVICES AGREEMENT
FOR THE PROVISION OF RESIDENTIAL AND COMMERCIAL GARBAGE,
RECYCLABLE MATERIALS AND ORGANIC WASTE COLLECTION SERVICES**

This First Amendment To Collection Services Agreement For The Provision Of Residential And Commercial Garbage, Recyclable Materials And Organic Waste Collection Services (the “**First Amendment**”), dated as of the latter of the signature dates below (“**Effective Date**”), is by and between The City of Beaumont, a general law city and California municipal corporation (“**City**”) and USA Waste of California Inc., as Delaware Corporation, doing business in California as Waste Management of the Inland Empire (“**Contractor**”).

WHEREAS, on May 7, 2019, the City Council of the City of Beaumont unanimously approved a Collection Services Agreement for the Provision of Residential and Commercial Garbage, Recyclable Materials and Organic Waste Collection Services between the City and Contractor (“**Agreement**”); and

WHEREAS, the Agreement requires the City to assist in the collection of delinquent fees or charges for single family residential Solid Waste Handling Services, by placing those fees on the property tax roll; and

WHEREAS, the Agreement does not permit the City to assist in the collection of delinquent fees or charges for commercial or multifamily residential premises; and,

WHEREAS, City and Contractor desire for the City to be able to assist in the collection of delinquent fees or charges for commercial or multifamily residential Solid Waste Handling Services on the property tax roll.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor agree as follows:

1. Delinquencies. Section 4.04 (inclusive of Subsections 4.04.1 and 4.04.2) of the Agreement are amended and restated in its entirety as follows:

“4.04 Delinquent Service Accounts. In consideration for CONTRACTOR’s agreement to not discontinue Collection Service from delinquent Service Units as identified in Section 4.04.2, CITY agrees to assist CONTRACTOR with placing and collecting qualifying delinquencies for All Service Recipients (inclusive of SFD, MFD, and Commercial Service Recipients), (hereinafter "All Service Recipients") including late fees and interest in the amounts set forth in Exhibit 1, on the tax roll in accordance with Health & Safety Code Section 5473a *et seq.* CONTRACTOR shall, by April 1st of each year or at such other time as CITY and CONTRACTOR shall agree upon, notify CITY in writing as to whether it will seek to have CITY place and collect qualifying delinquencies on the tax roll. CONTRACTOR shall be responsible for timely preparing, at no cost to CITY, all required information, reports, notices, and materials including without limitation, the report required by Health & Safety Code section 5473, the notices required by Health & Safety Code section 5473.1, and paying for any publication costs. In addition, should CITY’s City Attorney or special counsel, determine that placement of eligible delinquencies on the tax roll also require CITY to comply with the requirements of Proposition 218 and implementing legislation and court decisions (hereinafter “PROP 218), then CONTRACTOR shall timely

prepare, at no cost to CITY, all required information, report, notices and materials necessary to comply with PROP 218. CITY agrees that it shall, within sixty (60) days after the Effective Date of this Agreement, adopt the necessary ordinance authorizing collection of eligible delinquent Service Recipient accounts on the tax roll, and to hold all hearings, timely publish all notices, and timely make all filings, required under the above sections, provided CONTRACTOR has timely provided the required information, reports, notices and materials to CITY. For the purposes of this section, a “qualifying delinquency” is a Commercial Service Recipient, MFD Service Recipient, or SFD Service Recipient account that is at least sixty (60) days in arrears and for which CONTRACTOR has provided at least one written notice delivered to the service recipient by mail or other reasonable means.

4.04.1 Report of Delinquencies. In addition to, and to facilitate the foregoing, but not in lieu of any requirement stated above, CONTRACTOR shall report to the Agreement Administrator, on a quarterly basis, all Service Recipients who have received Collection Service and whose account is over ninety (90) days past due. The CITY shall assist CONTRACTOR in placing delinquent accounts on the Riverside County property tax roll, and shall pay CONTRACTOR money collected from payment of the delinquency, less the CITY’s cost to administer the tax roll lien process.

4.04.2 CONTRACTOR’s Reservation of Legal Rights and Remedies. Notwithstanding the foregoing, CONTRACTOR reserves its right to, and may take such action as is legally available to collect or cause collection of such past due amounts. Provided however, that CONTRACTOR must not discontinue Collection Services on any SFD Service Unit, MFD Service Unit, or Commercial Service Unit due to non-payment; except (1) in the event that CONTRACTOR has elected not to pursue the procedure described in Section 4.04 above and CONTRACTOR has received the express written permission of the Agreement Administrator; or (2) in the event that CONTRACTOR has elected to pursue the procedure described in Section 4.04 above, but there is a valid and successful protest hearing as provided in Health & Safety Code Section 5473.2 rendering the CITY legally unable to pursue placing and collecting qualifying delinquencies on the tax roll in any particular year or years.”

2. **Other Terms and Conditions Remain.** Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

3. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be effective as of the last date written below.

CITY:

**City of Beaumont,
a municipal corporation**

CONTRACTOR:

**USA Waste of California Inc., as Delaware
Corporation, doing business in California as
Waste Management of the Inland Empire**

By: _____

By: _____

Print Name:

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Steven Mehlman, City Clerk

Approved as to form and legality:



Staff Report

TO: Mayor and City Council Members

FROM: Kari Mendoza, Administrative Services Director

DATE: December 3, 2019

SUBJECT: Award of Contract for Employee Benefits Insurance Broker & Consulting Services

Background and Analysis:

On June 18, 2019, Council authorized the release of a Request for Proposals (RFP) for Employee Benefits Insurance Broker and Consulting Services. The documents were published on the City's website and Public Purchase in accordance with the City's purchasing ordinance on June 20, 2019. The bid closed July 31, 2019, and bids were received from twelve (12) firms.

A benefits sub-committee was created to evaluate the request for proposals received. The committee consisted of three Police Officers Association members, three SEIU members, two members of the Managers/Professional/Technical as Individual group. The committee identified four top firms and invited each to participate in an interview. Interviews were conducted August 26-27, 2019. Three of these four firms were selected by the committee as finalists, they included Alliant, Keenan and Quote Frontier. Evaluations and negotiations continued with these firms thru November to ensure a complete understanding of pricing and all options to be considered.

The committee reviewed numerous options, costs, programs and other various benefits offered and recommends award of contract to Quote Frontier on a commission basis of 2% for medical and 5% for ancillary benefits. Quote Frontier is a local business who has provided excellent customer service for our employees, they have worked to include various options including high deductible health plans for our employees.

Fiscal Impact:

Broker fees paid thru commission are anticipated at \$44,000 for medical and \$16,000 for ancillary benefits.

Recommendation:

1. Award a professional services agreement to Quote Frontier and authorize the Mayor to execute the agreement on behalf of the City of Beaumont for three years with the option for two one year extensions.



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Professional Services Contract](#)

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 3rd day of December, 2019, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Quote Frontier Insurance Services whose address is 790 Beaumont Avenue Suite 124, Beaumont Ca 92223 (“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 Insurance Brokerage and Consulting Services; and
- B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A”; and
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

- 1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.
- 2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: Insurance Brokerage and Consulting Services 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 Ben Cloninger 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 2% commission for Medical and 5% for ancillary benefits.

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:

CONTRACTOR:

CITY OF BEAUMONT

By: _____
City Manager

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

PROPOSAL



Staff Report

TO: Mayor and City Council Members

FROM: Kristine Day, Assistant City Manager

DATE: December 3, 2019

SUBJECT: Approve the Resolution Adopting by Reference the Pretreatment Program Enforcement Response Plan, Pretreatment Program Procedures and Pretreatment Program Policies of the Santa Ana Watershed Project Authority

Background and Analysis:

The City is in the process of upgrading and expanding the City's wastewater treatment plant. The City has been working with the Santa Ana Watershed Project Authority (SAWPA) and Orange County Sanitation District (OCSD) to receive a permit to discharge the brine into the Inland Empire Brine Line (IEBL) and treat at the OCSD treatment plant. The City purchased brine line capacity and entered into a multi-jurisdictional agreement to discharge into the brine line. The discharge permit requires the City to implement an approved and updated pre-treatment program as stringent or more stringent than SAWPA.

As a condition of discharge to the IEBL and OCSD sewer plant, the City was required to analyze its current pre-treatment documents for consistency with SAWPA's requirements. While the City's current standards are very consistent with SAWPA's, however, there are differences in the formatting between the City and SAWPA. For consistency and ease of the compliance requirement, staff proposes adopting SAWPA's brine line ordinance, Pretreatment Program Enforcement Response Plan, Pretreatment Program Procedures, and Pretreatment Program Policies by reference and repealing the City's current ordinances.

Fiscal Impact:

The cost to prepare this staff report and ordinance is approximately \$1,000. There is no additional fiscal impact at this time.

Recommendation:

1. Waive the full reading and approve by title only, "A Resolution of the City Council of the City of Beaumont Adopting by Reference the Pretreatment Program Enforcement Response Plan, Pretreatment Program Policies and Pretreatment Program Policies of the Santa Ana Watershed Project Authority."



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A. Resolution](#)

RESOLUTION NO. ____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT ADOPTING BY REFERENCE THE PRETREATMENT PROGRAM ENFORCEMENT RESPONSE PLAN, PRETREATMENT PROGRAM PROCEDURES AND PRETREATMENT PROGRAM POLICIES OF THE SANTA ANA WATERSHED PROJECT AUTHORITY**

WHEREAS, the City Council finds that the actions contemplated by this Resolution are exempt from the California Environmental Quality Act (“CEQA”) pursuant to California Code of Regulations Title 14 Subsections 15060(c)(2), 15061(b)(2), 15061(b)(3) CEQA review is not required because there is no possibility that this Resolution will have a significant effect upon the environment, the proposed amendments constitute a minor alteration in a land use limitations under CEQA Guidelines 15305, and based on CEQA Guidelines 15301 (Existing Facilities) and 15321, (Enforcement Actions by Regulatory Agencies).

WHEREAS, the Santa Ana Watershed Project Authority ("SAWPA"), wishes to ensure continuity and consistency in the operation of the Inland Empire Brine Line, formerly known as the Santa Ana Regional Interceptor Brine Line, as well as in the pretreatment and other policies of agencies using the Inland Empire Brine Line;

WHEREAS, the City intends to adopt, in full, the provisions of SAWPA Ordinance No. 8 establishing regulations for the use of the Inland Empire Brine Line by a separate ordinance.

WHEREAS, the City wishes adopt the following policies of SAWPA contemporaneously with the effectiveness of SAWPA’s Ordinance Number 8 by separate ordinance:

- (i) Pretreatment Program Enforcement Response Plan, 2018
- (ii) SAWPA Pretreatment Program Procedures, January 14, 2014
- (iii) SAWPA Pretreatment Program Policies, October 15, 2013

NOW, THEREFORE, be it resolved by the City Council of the City of Beaumont as follows:

SECTION 1. The Pretreatment Program Enforcement Response Plan, 2018, SAWPA Pretreatment Program Procedures, January 14, 2014, and SAWPA Pretreatment Program Policies, October 15, 2013, copies of which are attached hereto as Exhibit “A”, Exhibit “B” and Exhibit “C” respectively, as well as any amendment, restatement or successor policies adopted by SAWPA are hereby adopted by the City of Beaumont; to become effective at the same time that Ordinance Number 8 of SAWPA becomes effective.

SECTION 2. The Mayor shall sign and the City Clerk shall certify to the passage of this Resolution which shall only become effective on the effective date of the ordinance adopting SAWPA’s Ordinance Number 8.

SECTION 3. The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Resolution is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of this Resolution, and to this end the provisions of this Resolution are severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the Resolution enforced.

SECTION 4. Prosecution of Prior Ordinances and Resolutions. Neither the adoption of this Resolution nor the repeal of any other ordinance of this City shall in any manner affect the prosecution of any violation of any City ordinance, provision of the City of Beaumont Municipal Code or resolution, committed prior to the effective date hereof, nor be construed as a waiver of any penalty or the penal provisions applicable to any violation thereof.

INTRODUCED AND READ at a regular meeting of the City Council of the City of Beaumont, California, held on December 3, 2019, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Julio Martinez III, Mayor

Attest:

Steven Mehlman, City Clerk

Approved as to form:

John O. Pinkney, City Attorney



Staff Report

TO: Mayor and City Council Members

FROM: Kristine Day, Assistant City Manager

DATE: December 3, 2019

SUBJECT: Approve a Resolution Prohibiting the Provision of Wastewater Treatment Services Outside of the Corporate Boundaries of the City of Beaumont with Certain Exceptions

Background and Analysis:

The City is in the process of upgrading and expanding the City's wastewater treatment plant. The City has been working with the Santa Ana Watershed Project Authority (SAWPA) and Orange County Sanitation District (OCSD) to receive a permit to discharge the brine into the Inland Empire Brine Line (IEBL) and treat at the OCSD treatment plant. The City purchased brine line capacity and entered into a multi-jurisdictional agreement to discharge into the brine line. The discharge permit requires the City to implement an approved and updated pre-treatment program as stringent or more stringent than SAWPA.

As a condition of discharge to the IEBL and OCSD sewer plant, the City and SAWPA were required to meet four conditions. Those conditions are as follows:

1. Establish Beaumont as a SAWPA Contract Agency through Multi-Jurisdictional Agreements. **Completed June 2018.**
2. Obtain sufficient resources and qualified personnel to carry out SAWPA's expanded duties. **In process. SAWPA has hired new personnel and Beaumont provided an outline of processes with associated staff.**
3. Verify Beaumont's Pretreatment Program Control Documents (PPCDs) and control mechanisms are at least as or more stringent than OCSD's and SAWPA's PPCDs and control mechanisms. **In process. Beaumont is adopting SAWPA's documents and will be complete with this condition on December 3, 2019. All documents will be forwarded to SAWPA on December 4, 2019.**
4. Establish legal authority over all regions in which Beaumont provides sanitary sewer service. **In process. Beaumont is adopting a resolution regarding service outside of the jurisdictional boundaries on December 3, 2019. This will be forwarded to SAWPA on December 4, 2019.**

As part of condition #4, SAWPA has requested the City explain how this condition will be met. Staff proposed the adoption a resolution prohibiting the City from treating wastewater from outside of the corporate boundaries of the City since the City is not able to enforce its pretreatment ordinance, policies and resolutions outside of the corporate boundaries. This policy would require all new development desiring wastewater service to annex into the corporate boundaries of the City. The policy would also require any development outside the city limits but currently receiving wastewater service, to annex for expansion of service or change in use/zoning. Lastly, the City entered into a settlement agreement with the City of Calimesa for two commercial parcels and this resolution would not prohibit service to those parcels per the settlement agreement. However, service extension to those parcels will require a multi-jurisdictional agreement between the developer, the City of Beaumont and the City of Calimesa giving the City of Beaumont authority to enforce our pre-treatment regulations on these parcels.

Fiscal Impact:

The cost to prepare this staff report and ordinance is approximately \$1,000. There is no additional fiscal impact at this time.

Recommendation:

1. Waive the full reading and approve by title only, "A Resolution of the City Council of the City of Beaumont Prohibiting the Provision of Wastewater Treatment Services Outside of the Corporate Boundaries of the City of Beaumont with Certain Exceptions."



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Resolution Restricting Service Outside City Limits](#)

RESOLUTION NO. ____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT PROHIBITING THE PROVISION OF WASTEWATER TREATMENT SERVICES OUTSIDE OF THE CORPORATE BOUNDARIES OF THE CITY OF BEAUMONT WITH CERTAIN EXCEPTIONS**

WHEREAS, the City Council finds that the actions contemplated by this Resolution are exempt from the California Environmental Quality Act ("CEQA") pursuant to California Code of Regulations Title 14 Subsections 15060(c)(2), 15061(b)(2), 15061(b)(3) CEQA review is not required because there is no possibility that this Resolution will have a significant effect upon the environment, the proposed amendments constitute a minor alteration on land use limitations under CEQA Guidelines 15305, and based on CEQA Guidelines 15301 (Existing Facilities) and 15321, (Enforcement Actions by Regulatory Agencies).

WHEREAS, the City is constructing a new Wastewater Treatment Plant having a filtration system designed to remove salts, minerals and nutrients to be disposed of through the Inland Empire Brine Line operated by Santa Ana Watershed Project Authority ("SAWPA").

WHEREAS, SAWPA, wishes to ensure continuity and consistency in the operation of the Inland Empire Brine Line, formerly known as the Santa Ana Regional Interceptor Brine Line and in furtherance thereof has requested that the City adopt a resolution prohibiting the City from treating wastewater from outside of the corporate boundaries of the City as it may not enforce its pretreatment ordinances, policies and resolutions outside of the corporate boundaries of the City.

WHEREAS, this Resolution shall prohibit the City from providing sewer service outside of the corporate boundaries of the City except to the extent of services that are currently provided outside of the corporate boundaries of the City or as agreed to by the City under the Settlement Agreement dated December 18, 2002 between the City of Beaumont, the City of Calimesa, Oak Valley Partners and Pardee Construction Company as provided therein.

NOW, THEREFORE, be it resolved by the City Council of the City of Beaumont as follows:

SECTION 1. The City shall not commence providing sewer service outside of the corporate boundaries of the City except to the extent of services that are currently provided outside of the corporate boundaries of the City or as agreed to by the City under the Settlement Agreement dated December 18, 2002 between the City of Beaumont, the City of Calimesa, Oak Valley Partners and Pardee Construction Company as provided therein.

SECTION 2. The Mayor shall sign and the City Clerk shall certify to the passage of this Resolution.

SECTION 3. The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Resolution is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of

this Resolution, and to this end the provisions of this Resolution are severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the Resolution enforced.

SECTION 4. Prosecution of Prior Ordinances and Resolutions. Neither the adoption of this Resolution nor the repeal of any other ordinance of this City shall in any manner affect the prosecution of any violation of any City ordinance, provision of the City of Beaumont Municipal Code or resolution, committed prior to the effective date hereof, nor be construed as a waiver of any penalty or the penal provisions applicable to any violation thereof.

INTRODUCED AND READ at a regular meeting of the City Council of the City of Beaumont, California, held on December 3, 2019, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Julio Martinez III, Mayor

Attest:

Steven Mehlman, City Clerk

Approved as to form:

John O. Pinkney, City Attorney



Staff Report

TO: Mayor and City Council Members
 FROM: Kristine Day, Assistant City Manager
 DATE: December 3, 2019
 SUBJECT: Wastewater Treatment Plant Expansion/Renovation and Brine Pipeline Installation Project Status Update

Background and Analysis:

Reach 1

- The contractor continues to work three crews on pipe installation, paving, restoration, ground water assessment and boring.
- No work on the Brine Line Reach 1 from November 25-29.
- Next construction meeting is December 4, 2019.
- Approximately 65,514 linear feet of brine line has been installed to date.
- Contractor has requested 38 inclement weather days to date.
- The three week look ahead schedule is included as an attachment to this report (Attachment A).

Reach 2

- The contractor is now working two crews in focusing on Redlands Blvd and Hunts Lane.
- No work on the Brine Line Reach 2 from November 28-29.
- Next construction meeting is December 4, 2019.
- Approximately 47,758 linear feet of brine line has been installed to date.
- Contractor has requested 13 inclement weather days to date.
- The three week look ahead schedule is included as an attachment to this report (Attachment B).

Approved Change Orders:

CO No.	Contractor	Description	Reason for Change	Amount
1 (Potrero CO 10)	Ortiz	Brine Line Improvements (Pre-Authorized)	Addition of 12" Brine Line during construction	\$238,615.70

2 (Potrero CO 11)	Ortiz	Brine Line Improvements (Remaining Work) (Force Account)	Addition of 12" Brine Line during Construction	\$324,043.15 Not to Exceed but direct to Force Account
3	Weka, Inc.	Brine Line Improvements Potrero Boulevard – 4th Street	Addition of 12" Brine Line During Construction	\$646,482.65
4	Weka, Inc.	County of Riverside Encroachment Permit Credit	City paid fee for encroachment permit, but	(\$45,460.00)
5	Weka, Inc.	Potrero Bridge / Caltrans Right-of- Way	Brine Line Installation Requirements	\$110,394.90
6	Weka, Inc.	Changes and Modifications to Brine Line Installation on 4th Street & Potrero Rd.	Drain Installation, Add Vent Line to MH, and 4th Street Brine Line Changes	\$12,821.87
7	T.E. Roberts, Inc.	Unknown Utility Crossings and Associated Potholing	Additional Potholes Not on Plans	\$14,300.00
8	Weka, Inc.	Heartland Parkway and Potrero Boulevard Site Condition Restorations	Site Condition Changes	\$41,076.93
Brine Line Contingency		Budget Amount	Change Orders 1- 8	Remaining
		\$2,600,000.00	\$1,342,275.20	\$1,257,724.80

Permit fees accrued to date are:

Agency	Description	Amount
City of San Bernardino	Brine Line Encroachment Permit	\$682.50
Riverside County Tax Collection	Permit for Brine Line	\$2,000.00
Union Pacific Railroad (UPRR)	Pipeline Crossing Agreement & Encroachment Permit	\$98,655.00
San Bernardino Flood Control	Brine Line Encroachment Permit	\$9,539.00
San Bernardino Flood Control	408 Permit	\$59,489.00
City of Redlands	Plan Check Fees	\$2,500.00
City of Loma Linda	Plan Check Fee for Brine Line	\$13,000.00
SAWPA	Brine Line Encroachment Permit Deposit	\$20,000.00
County of San Bernardino	CEQA Environmental Filing Fee	\$50.00
Riverside County – Paid by Weka	Permit for Brine Line – Supplemental Inspection Fee	\$45,460.00
California Department of Fish & Wildlife	1602 Permit	\$5,145.75
State Water Resources Control Board	401 WQC	\$24,197.00
Various monitoring required by EIR	Paid Hourly	\$250,000.00
Southern California Edison	Permit	\$6,951.84
Total		\$537,670.09

The project accounting for the Brine Line Project is as follows:

Brine Line	Budget Amount	Actual	Remaining
Design	\$2,082,357.37	\$1,757,678.61	\$324,678.77
Construction Management	\$3,436,471.38	\$2,018,650.66	\$1,417,820.72
Permit	\$508,240.25	\$278,131.09	\$230,109.16
Construction	\$31,884,226.35	\$23,128,209.90	\$8,756,016.45
Contingency	\$2,600,000.00	\$1,403,605.42	\$1,196,394.58
Total	\$40,511,295.35	\$28,586,275.68	\$11,925,019.68

Wastewater Treatment Plant Expansion/Renovation Project:

- Construction work continues on MBR/RO Startup (Critical Path), MBR Metal Building Assembly – Ongoing, Electrical Bldg. Install Electrical Equipment – Ongoing, Fine Screens Canopy – On Hold, Hydrotest MBR Tanks –Ongoing, Electrical Duct bank DB-100 – Hold, Headworks Screen Electrical Duct bank 101 and 101A – Dec 2, Aeration Basin Air Piping & Supports & Gates – Ongoing, Install Duct Bank 102, 102A, 103, 103A and 107 – Ongoing, MBR Air Scour /Permeate Piping – Ongoing, Recycled Water Pump Station Install Pumps/Piping – Ongoing, Set MV Switch Gear – Ongoing, MBR Building Install Mud Valves/Guide Rails – Nov 27, Aeration Basin Install Mud Valves/Guide Rails – Ongoing, Chemical Tank Farm Containment Walls – Dec 2, Set MCC MB1 in MBR Building – Hold, MBR Bldg. Install Exposed Electrical Conduits – Ongoing, MBR Bldg. Install Lighting & Devices – Ongoing, MBR Bldg. Install Cable Tray – Nov 22, MBR Bldg. Install Metal Framing – Ongoing, MBR Bldg. Paint Interior Walls – Nov 26, Aeration Basin Install Mix Liquor Recycle Pip Supports – Ongoing
- Upcoming pours include the Chemical Tank Farm Containment Walls.
- Contractor will continue to dig/lay/backfill the 16" reuse water effluent.
- Contractor has requested 38 inclement weather days to date and 37 days have been approved.
- The three week look ahead schedule is attached for review (Attachment C).

Approved Change Orders:

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 & Storm Drain System Material Change	Design & 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	Conflict with Construction	NTE \$15,000.00

	Modifications		
6	EDI/Fine Coarse Bubble Diffuser Equipment	Design Change	\$24,298.00
7	Various Changes – MBR/RO Structural, Site Civil & 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	\$7,942.00
9	Various Changes - Solids Handling Bldg. Conveyor Capacity Increase, Electrical Yard Vaults 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 & Other Misc. Changes and Inclement Weather Impact Nov-18 to May-19	Owner Requested Changes & Inclement Weather	\$596,031.05
11	Frontier Internet Provider Duct Bank Modifications, 30-inch MBR & 20-inch Plant Effluent Pipeline Elevation and Alignment Modifications, Additional Safety Required Handrail at Retaining Wall	Design Changes, & Conflict with Construction	\$81,128.29

	and Generator		
WWTP Contingency	Budget Amount	Change Orders 1-11	Remaining
	\$4,000,000.00	\$1,149,043.20	\$2,850,956.80

The project accounting for the Waste Water Treatment Plant Project is as follows:

WWTP	Budget Amount	Paid to Date	Remaining
Design	\$2,709,798.23	\$2,556,649.26	\$153,148.97
Construction Management	\$5,308,585.72	\$2,435,604.13	\$2,872,981.59
Equipment	\$252,906.00	\$250,793.50	\$2,112.50
Permits	\$324,776.76	\$70,906.78	\$253,869.98
Construction	\$53,910,737.00	\$24,461,518.25	\$29,449,218.75
Contingency	\$4,000,000.00	\$234,861.48	\$3,765,138.52
Total	\$66,506,803.71	\$30,010,333.40	\$36,496,470.31

Fiscal Impact:

No additional fiscal impacts beyond the project budget.

Recommendation:

1. Receive and file the project updates.

Attachments:

[Attachment B - Brine Line Reach 2 - 3 Week Schedule](#)

[Attachment A - Brine Line Reach 1 - 3 Week Schedule](#)

[Attachment C - WWTP - 3 Week Schedule](#)

**BEAUMONT BRINE LINE DISPOSAL - REACH 2
T.E. ROBERTS LOOK AHEAD SCHEDULE**

MONDAY 11/18/19	TUESDAY 11/19/19	WEDNESDAY 11/20/19	THURSDAY 11/21/19	FRIDAY 11/22/19	SATURDAY 11/23/19	SUNDAY 11/24/19	
REDLANDS BLVD (BETWEEN WATERMAN & HUNTS LN) PIPE INSTALL		REDLANDS BLVD BASE PAVE				NO WORK	
HUNTS LN SLURRY BACKFILL	HUNTS LN BASE PAVE				HUNTS LN PIPE INSTALL		
					REDLANDS BLVD - SAWCUT		
					SAN TIMOTEO CANYON - STRIPING		
MONDAY 11/25/19	TUESDAY 11/26/19	WEDNESDAY 11/27/19	THURSDAY 11/28/19	FRIDAY 11/29/19	SATURDAY 11/30/19	SUNDAY 12/01/19	
E ST & HUNTS LN PIPE INSTALL			THANKSGIVING HOLIDAY NO WORK		NO WORK		
REDLANDS BLVD SAWCUTTING							
MONDAY 12/02/19	TUESDAY 12/03/19	WEDNESDAY 12/04/19	THURSDAY 12/05/19	FRIDAY 12/06/19	SATURDAY 12/07/19	SUNDAY 12/08/19	
E ST PIPE INSTALL					NO WORK		

NOTES:

STATUS OF FOLLOWING:

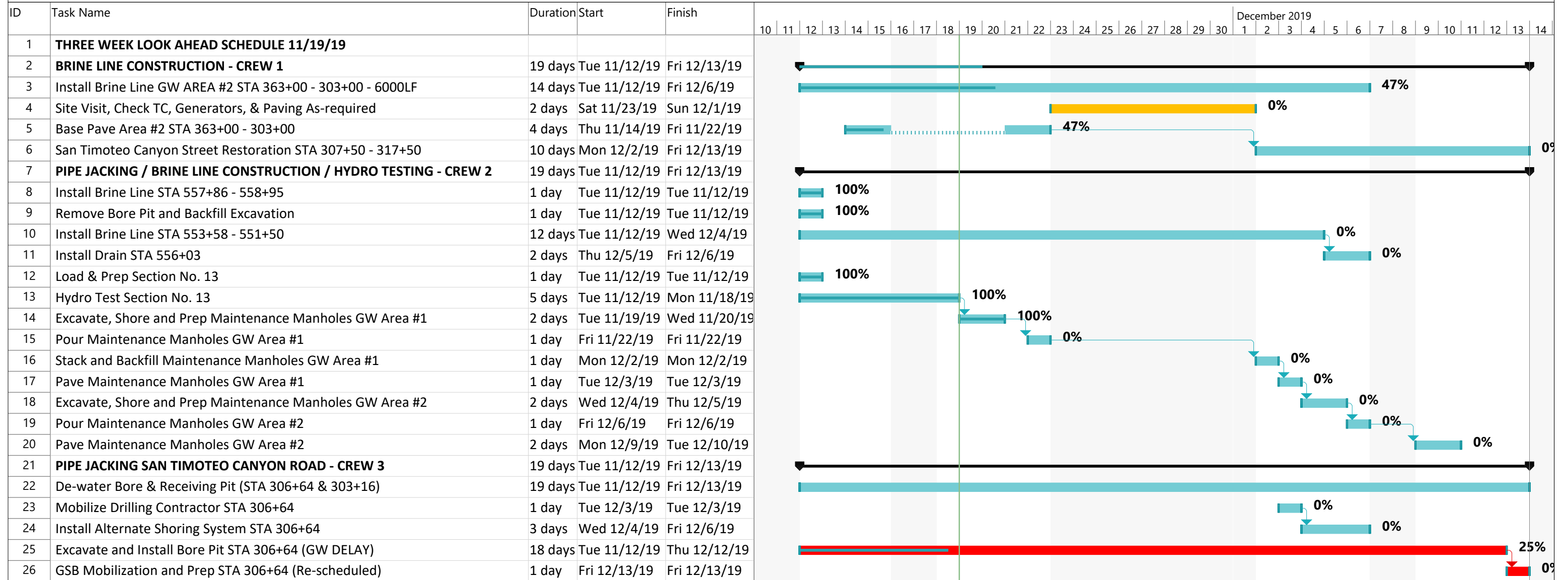
SAN TIMOTEO CREEK BORE - **AWAITING PERMIT**

SAN TIMOTEO CREEK DIRECTIONAL DRILL - **AWAITING PERMIT**

E ST BRIDGE CROSSING - **AWAITING PERMIT**

CALTRANS RIGHT OF WAY - **AWAITING PERMIT**

Beaumont Brine Disposal Pipeline Reach I - Three Week Look Ahead Schedule



Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Week of 11/18/19			Previous Week						Week 1						Week 2						Week 3					
Description	Activity ID	Responsibility	M	T	W	TH	F	Sa	M	T	W	TH	F	Sa	M	T	W	TH	F	Sa	M	T	W	TH	F	Sa
			11/11	11/12	11/13	11/14	11/15	11/16	11/18	11/19	11/20	11/21	11/22	11/23	11/25	11/26	11/27	11/28	11/29	11/30	12/2	12/3	12/4	12/5	12/6	12/7
Yard/Site Piping/Demo			H								R							H	H							
Install Ductbank 38	4535	Southern	O								A							O	O							
Install Ductbank 102, 102A, 103, 103A and 107	4540	Southern	L								I							L	L							
Set/Install Switch Gear	4465	Southern /Eaton	I								N							I	I							
Install Edison Road Crossing (Starting 12/9/19)	4455	Southern	D															D	D							
Install 48" Aeration Basin Effluent #3 and #4	4405	WML-Ernesto	A															A	A							
6"/12" Brine Drain Line	4180	WML-Ernesto	Y															Y	Y							
24" Aeration Basin Feed	4400	WML-Ernesto																								
16" RW Distribution Line	4165	WML-Ernesto																								
Headworks Screen																										
Install Ductbank 101 and 101A	4510/4515	WML/Southern																								
Grit Chamber																										
Fine Screens																										
MBR Building																										
Metal Building Assembly	12200	G&W																								
MBR Gates Install	12160	WML-Jaime																								
Hydrotest MBR Tanks	12170	WML-Jaime																								
Install Mud Valves/Guide Rails	12155	WML-Jaime																								
Install Exposed Electrical Conduits	12565 / 12570	Southern																								
Install In Wall conduit	12115 / 12515	Southern																								
Install Lighting & Devices.	12555	Southern																								
Install Cable Tray	12450	Southern																								
Pull Wire - Areas 1,2 & 3	12460 / 12590	Southern																								
Install Electrical Equipment	12325	Southern																								
Install Metal Framing	12220	Infinity																								
Install In Wall Refrigerant Lines	12415	AMS																								
Install In Wall Plumbing	12230	WML-Denis																								
Paint Interior Walls - Electrical Room	12495	Parada																								
Install MBR Feed Pumps and Piping	12240/12330	WML-Martin																								
MBR Air Scour/Permeate Piping	12340/12335	WML-Martin																								
Aeration Basin																										
Backfill AB Structure	4084	JK																								
Install Mix Liquor Recycle Pipe Supports	11230	WML-Jaime																								
Install Gates	11180/11185/11190	WML-Jaime																								
Install Air Piping and Supports	11225	WML-Jaime																								
Install Mud Valves/Guide Rails	11265	WML-Jaime																								
Install Eductor Mixers	11245	WML-Jaime																								
Chemical Tank Farm																										
F/R/P Containment Walls	15025	WML-Jaime																								

Week of 11/18/19			Previous Week						Week 1						Week 2						Week 3					
			M	T	W	TH	F	Sa	M	T	W	TH	F	Sa	M	T	W	TH	F	Sa	M	T	W	TH	F	Sa
Description	Activity ID	Responsibility	11/11	11/12	11/13	11/14	11/15	11/16	11/18	11/19	11/20	11/21	11/22	11/23	11/25	11/26	11/27	11/28	11/29	11/30	12/2	12/3	12/4	12/5	12/6	12/7
Recycled Water Pump Station																										
F/R/P/ Slab	14040	WML-Jaime			Pour																					
12"/18" RW Install Pumps & Piping	14055/14070	WML-Denis																								
6" NPW Install Pumps & Piping	14075 / 14080	WML-Denis																								
Paint AG Pipe	14115	Parada																								
Storm Water Pump Station																										
Electrical Building																										
Install Electrical Equipment	20060	Southern																								
Install Lighting and Devices	20085	Southern																								
Pull Wire	20070	Southern																								
Install HVAC Equipment & Ductwork	20050	AMS																								



Staff Report

TO: Mayor and City Council Members
FROM: Nicole Wheelwright, Deputy City Clerk
DATE: December 3, 2019
SUBJECT: Appointment of Mayor and Mayor Pro Tempore

Background and Analysis:

Pursuant to Resolution 2017-51, the City Council is to choose one of its members as mayor and one of its members as mayor pro tempore. It is the policy of the City Council to promote rotation of these offices and establish the terms. The resolution states the following for term of office, time of election and rotation:

Section 1: The term of office for the Mayor and for the Mayor Pro Tempore shall serve a maximum of two consecutive one-year terms is re-elected as provided herein.

Section 2: An election shall be conducted among the City Council members each year at the second meeting in December to elect or re-elect, as the case may be, the Mayor and Mayor Pro Tempore.

Section 3: To promote rotation of office of Mayor and the office of the Mayor Pro Tempore, a member of the City Council who has served as such officer for two consecutive one-year terms may be re-elected to the same office if such member has not served in that office for one year or more prior to such re-election.

Fiscal Impact:

No fiscal impact.

Recommendation:

1. Appointment of Mayor and Mayor Pro Tempore.



City Manager Review: Todd Parton
City Manager