



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, September 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 Anticipated/Existing Litigation — Pursuant to Government Code Section 54956.9(d)(1)and/or(2) and/or (3). (Worker's Compensation Case No. COBM -0002, -0010, and -0024

3. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8 for Property Known as Vacant Land APN 418-190-004, 005, 006, and 007 and 418-140-028 and 029. Agency Negotiator: City Manager Todd Parton or his Designee. Negotiating Parties: City of Beaumont and JADE Real Estate Holdings. Under Negotiation: Price and Terms

4. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8 for Property Known as Vacant Land APN 418-190-004, 005, 006, and 007 and 418-140-028 and 029. Agency Negotiator: City Manager Todd Parton or his Designee. Negotiating Parties: City of Beaumont and Heslin Holdings, Inc. Under Negotiation: Price and Terms

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

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. Eagle Scout Recognitions

2. Introduction of New Police Employees and Promotions

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

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

CONSENT CALENDAR

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

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

- | | |
|-----------------------------------------|---------|
| 3. Ratification of Warrants | 7 - 32 |
| Warrants dated 08.22.19 | |
| 4. Approval of Minutes | 33 - 40 |
| CC Minutes 08.20.19 | |

PUBLIC HEARINGS

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

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 5. Conduct a Public Hearing and Consideration of Tentative Parcel Map No. 37791 (PW2019-0005) for a Request to Subdivide 8.93 Acres into Two (2) Parcels with an Existing Storage Facility on a 5.28-Acre Parcel and a 3.65-Acre Vacant Parcel for Financing and Conveyance Purposes Only Located North of East First Street, South of East Second Street, East of Pennsylvania Avenue and West of Commerce Way at 1422 East First Street | 41 - 69 |
| Recommended Council Action(s): | |
| 1. Hold a Public Hearing; and | |
| 2. Approve Tentative Parcel Map No. 37791 (PM2019-0005) for a two-year period, subject to the attached conditions of approval; and | |
| 3. Direct staff to prepare a Notice of Exemption for the applicant to record with the County Clerk. | |
| Staff Report - Html | |
| Attachment A - Draft Conditions of Approval | |
| Attachment B - Tentative Parcel Map 37791 | |
| Attachment C - General Plan Land Use Designation | |
| Attachment D - Zoning Map | |
| Attachment E - Aerial Photograph | |
| Attachment F - Parcel Map 31948 | |

ACTION ITEMS

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

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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 6. Second Reading and Approval of "An Ordinance of the City of Beaumont Amending Title 5, Chapter 5.64 of the City of Beaumont Municipal Code to Peddlers; And Amending Title 5, Chapter 5.66, Sidewalk Vending" | 71 - 116 |
| Recommended Council Action(s): | |
| 1. Approve at its second reading, the following, "An Ordinance of the City of Beaumont Amending Title 5, Chapter 5.64 of the City of Beaumont Municipal Code to Peddlers; And Amending Title 5, Chapter 5.66, Sidewalk Vending. | |
| Staff Report - Html | |
| Attachment A - Vendor Ordinance redlined version | |

[Attachment B - Vendor Ordinance for adoption](#)

- 7. Approval of Ramona Animal Shelter Contract** 117 - 134
Recommended Council Action(s):
1. Renew the contract for a two-year term effective September 1, 2019.
[Staff Report - Html](#)
[Attachment A - Ramona Humane Society Agreement](#)
[Attachment B - Ramona Humane Society Scope of Work](#)
[Attachment C - Ramona Humane Society Payment Provisions](#)
- 8. Authorize Purchase of Network Security Hardware and Professional Services** 135 - 150
Recommended Council Action(s):
1. Authorize the purchase of hardware from Golden Star Technologies for firewalls and switches plus 1 year warranty in the amount of \$47,177; and
2. Approve and authorize the city manager to sign the VPLS professional services agreement for Fortinet firewall deployment services in the amount of \$42,236.
[Staff Report - Html](#)
[Attachment A - GST Hardware](#)
[Attachment B - VPLS Pro Services](#)
- 9. Approval of Requisition Greater than \$25,000** 151 - 156
Recommended Council Action(s):
1. Approve requisition 825 in the amount of 199,095.00 payable to Webb Municipal Finance, LLC.
[Staff Report - Html](#)
[Attachment A - Webb Municipal Finance Qtr 1 Invoice](#)
- 10. Review and Approval of Conceptual Design for West Side Fire Station and Authorization for Staff to Initiate the Final Design Phase** 157 - 164
Recommended Council Action(s):
1. Review and approve the conceptual design for the West Side Fire Station and authorize staff to initiate the final design phase.
[Staff Report - Html](#)
[Attachment A - Project Location Map](#)
[Attachment B - Beaumont West Side Fire Station Conceptual Plan](#)
- 11. Approval of Compensation Plan and Salary Table** 165 - 171
Recommended Council Action(s):
1. Approval of the Compensation Plan and Salary Table.
[Staff Report - Html](#)
[Attachment A - Compensation Plan](#)
[Attachment B - Salary Table](#)
- 12. Receive and File the Potrero Bridge Project Summary and Construction** 173 -

Change Order Update

185

Recommended Council Action(s):

1. Receive and file the Potrero Bridge Project Summary and Construction Change Order Update.

[Staff Report - Html](#)

[Attachment A - CC05A Paving Potrero Blvd Full Width](#)

- 13. Wastewater Treatment Plant Expansion/Renovation and Brine Pipeline Installation Project Status Update; and Authorize an Additional \$100,000.00 for the City Manager to Execute Agreements for Archaeological, Biological and Tribal Monitoring for the Brine Line and the Wastewater Treatment Plant for a Total Amount Not to Exceed \$350,000.00**

187 -
197

Recommended Council Action(s):

1. Receive and file the project updates.
2. Authorize an Additional \$100,000.00 for the City Manager to Execute Agreements for Archaeological, Biological and Tribal Monitoring for the Brine Line and the Wastewater Treatment Plant for a Total Amount Not to Exceed \$350,000.00.

[Staff Report - Html](#)

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

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

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

- 14. Appointment to the Post Secondary Education Representative of the Economic Development Committee**

199 -
201

Recommended Council Action(s):

1. Appoint Mr. Von Lawson as the Post Secondary Education Representative of the Economic Development Committee.

[Staff Report - Html](#)

[Attachment A - MSJC Recommendation Letter](#)

- 15. Legislative Updates and Discussion**

COUNCIL REPORTS

- Carroll
- Lara
- Martinez
- Santos
- White

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out and City Council Direction

CITY TREASURER REPORT

Finance and Audit Committee Report Out and Council Direction

CITY CLERK REPORT

CITY ATTORNEY REPORT

CITY MANAGER REPORT

Weed Abatement Update

FUTURE AGENDA ITEMS

Adjournment of the City Council of the September 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, September 17, 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



WARRANTS TO BE RATIFIED

Thursday, August 22, 2019

Printed Checks	102980-103095	\$	221,799.97	FY 18/19
		\$	719,580.17	FY 19/20
ACH	203-204	\$	3,296.66	FY 19/20
	A/P Total	\$	<u>944,676.80</u>	
Voided Checks	102960	\$	31,662.38	So Cal Edison
	102644	\$	325.00	CGIA Registration
	102647 & 102860	\$	1,969.00	C. Crews
	102836 & 102886	\$	381.45	Resource Building Materials
Bank Drafts	Merchant Bankcard	\$	4,406.78	Credit Card Fees
	Affant	\$	548.00	Aug-19
	CalPERS	\$	48,258.71	743 Classic 2019/2020
		\$	43,998.03	742 Classic 2019/2020
		\$	13,580.40	25763 PEPRA 2019/2020
		\$	6,201.33	27308 PEPRA 2019/2020
Payroll	Paydate 08/16/19	\$	482,419.92	

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
3229	ICMA - RC	08/22/2019	EFT	0.00	1,666.47	203
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>PD 08/16/19</u>	Invoice	08/21/2019	EMPLOYEE CONTRIBUTIONS	0.00	1,666.47	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		904.10	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		112.37	
	<u>100-1200-6026-0000</u>		DEFERRED COMP		650.00	
2264	SEIU	08/22/2019	EFT	0.00	1,630.19	204
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>PD 08/16/19</u>	Invoice	08/21/2019	EMPLOYEE DUES	0.00	1,630.19	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS		1,630.19	
3736	DAVID GARCIA	08/16/2019	Regular	0.00	1,525.05	102980
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>08/30/19</u>	Invoice	08/16/2019	RETRO PAY TO EMPLOYEE	0.00	1,525.05	
	<u>100-0000-2105-0000</u>		PAYROLL SUSPENSE		1,525.05	
2311	SOUTHERN CALIFORNIA EDISON	08/19/2019	Regular	0.00	29,809.16	102981
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>08/15/19 CHECK</u>	Invoice	08/15/2019	ELECTRIC UTILITY	0.00	29,809.16	
	<u>100-3250-7010-0000</u>		UTILITIES		11,589.78	
	<u>100-3250-7010-003X</u>		UTILITIES (IA 3)		2,789.67	
	<u>100-3250-7010-004X</u>		UTILITIES (IA 4)		42.92	
	<u>100-3250-7010-006B</u>		UTILITIES (IA 6B)		2,795.53	
	<u>100-3250-7010-007A</u>		UTILITIES (IA 7A)		10.79	
	<u>100-3250-7010-007B</u>		UTILITIES (IA 7B)		74.86	
	<u>100-3250-7010-008A</u>		UTILITIES (IA 8A)		480.99	
	<u>100-3250-7010-008C</u>		UTILITIES (IA 8C)		509.00	
	<u>100-3250-7010-011A</u>		UTILITIES (IA 11A)		158.10	
	<u>100-3250-7010-014B</u>		UTILITIES (IA 14B)		35.28	
	<u>100-3250-7010-014X</u>		UTILITIES (IA 14)		1,455.79	
	<u>100-3250-7010-018X</u>		UTILITIES (IA 18)		119.66	
	<u>100-3250-7010-019C</u>		UTILITIES (IA 19C)		2,783.46	
	<u>100-3250-7010-06A1</u>		UTILITIES (IA 6A1)		763.16	
	<u>100-6000-7010-6045</u>		UTILITIES - COMMUNITY		6,039.21	
	<u>100-6050-7010-0000</u>		UTILITIES		128.77	
	<u>100-6050-7010-06A1</u>		UTILITIES IA 6A1		32.19	
2311	SOUTHERN CALIFORNIA EDISON	08/19/2019	Regular	0.00	1,853.22	102982
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>7590224263 CHE</u>	Invoice	08/19/2019	LINE EXTENSION RISER METER & SERVICE	0.00	1,853.22	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		1,853.22	
1014	ACE ALTERNATORS	08/22/2019	Regular	0.00	140.29	102983 ✓
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>111277</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	140.29	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		140.29	

Check Report							
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number	
1023	ADVANCED WORKPLACE STRATEGIES	08/22/2019	Regular	0.00	438.00	102984	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
Account Number	Account Name	Item Description	Distribution Amount				
405055	Invoice	08/21/2019	EMPLOYEE MEDICAL SERVICES	0.00	189.00		
	<u>100-6050-6019-0000</u>		FIRST AID		132.00		
	<u>700-4050-6019-0000</u>		FIRST AID		57.00		
406535	Invoice	08/21/2019	EMPLOYEE MEDICAL SERVICES	0.00	234.00		
	<u>100-6050-6019-0000</u>		FIRST AID		132.00		
	<u>750-7200-6019-0000</u>		FIRST AID		102.00		
406747	Invoice	08/21/2019	EMPLOYEE MEDICAL SERVICES	0.00	15.00		
	<u>700-4050-6019-0000</u>		FIRST AID		15.00		
1100	AUTOZONE	08/22/2019	Regular	0.00	317.46	102985	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
Account Number	Account Name	Item Description	Distribution Amount				
2882011787	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	72.18		
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		72.18		
2882012204	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	41.59		
	<u>700-4050-7037-0000</u>		VEHICLE MAINTENANCE		41.59		
2882015485	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	33.57		
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		33.57		
2882015531	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	15.19		
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		15.19		
2882932347	Invoice	06/30/2019	VEHICLE MAINTENANCE	0.00	147.61		
	<u>750-7200-7037-0000</u>		VEHICLE MAINTENANCE		147.61		
2882980433	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	7.32		
	<u>750-7200-7037-0000</u>		VEHICLE MAINTENANCE		7.32		
1005	A-Z BUS SALES, INC.	08/22/2019	Regular	0.00	1,221.85	102986	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
Account Number	Account Name	Item Description	Distribution Amount				
01P677764	Invoice	06/30/2019	VEHICLE MAINTENANCE	0.00	173.16		
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		173.16		
01P679115	Invoice	06/30/2019	VEHICLE MAINTENANCE	0.00	402.49		
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		402.49		
01S516769	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	323.10		
	<u>750-7900-7037-0000</u>		VEHICLE MAINTENANCE		323.10		
01S516883	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	323.10		
	<u>750-7100-7037-0000</u>		VEHICLE MAINTENANCE		323.10		
1109	BANK OF HEMET	08/22/2019	Regular	0.00	3,726.94	102987	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
Account Number	Account Name	Item Description	Distribution Amount				
1280877350 08/1	Invoice	08/21/2019	VEHICLE PAYMENT	0.00	3,726.94		
	<u>100-6050-8040-0000</u>		EQUIPMENT		3,726.94		
1111	BANNING MEDICAL SERVICES	08/22/2019	Regular	0.00	495.00	102988	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
Account Number	Account Name	Item Description	Distribution Amount				
GOR0010576479	Invoice	08/21/2019	EMPLOYEE MEDICAL SERVICES	0.00	495.00		
	<u>100-6150-6019-0000</u>		FIRST AID		495.00		
3129	BC RENTALS, INC	08/22/2019	Regular	0.00	91.59	102989	

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		
0040908-IN	Invoice	08/22/2019	STREET MAINTENANCE SUPPLIES	0.00	91.59	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	STREET MAINTENANCE SUPPLIE		91.59	
1125	BEAUMONT CHAMBER	08/22/2019	Regular	0.00	430.00	102990
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
8977	Invoice	08/21/2019	STATE OF THE CITY	0.00	385.00	
	<u>100-1200-7035-0000</u>	LOCAL MEETINGS	STATE OF THE CITY		385.00	
8987	Invoice	08/21/2019	STATE OF THE CITY MEETING	0.00	45.00	
	<u>100-1200-7035-0000</u>	LOCAL MEETINGS	STATE OF THE CITY MEETING		45.00	
1127	BEAUMONT DO IT BEST HOME CENTER	08/22/2019	Regular	0.00	584.59	102991
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
474708	Invoice	08/21/2019	EQUIPMENT MAINTENANCE	0.00	65.92	
	<u>100-6050-7090-0000</u>	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		65.92	
474755	Invoice	08/21/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	16.24	
	<u>100-6000-7085-6040</u>	BLDG MAINT - POLICE DE	BUILDING SUPPLIES & MAINTEN		16.24	
475073	Invoice	08/21/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	6.93	
	<u>100-6000-7085-6025</u>	BLDG MAINT - CITY HALL	BUILDING SUPPLIES & MAINTEN		6.93	
475380	Invoice	08/22/2019	DEPARTMENT SUPPLIES - SEWER	0.00	6.94	
	<u>700-4050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE		6.94	
475381	Invoice	08/21/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	22.10	
	<u>100-6000-7085-6048</u>	BLDG MAINT - POOL	BUILDING SUPPLIES & MAINTEN		22.10	
475388	Invoice	08/21/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	1.73	
	<u>100-6000-7085-6048</u>	BLDG MAINT - POOL	BUILDING SUPPLIES & MAINTEN		1.73	
475403	Invoice	08/21/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	22.29	
	<u>100-6000-7085-6048</u>	BLDG MAINT - POOL	BUILDING SUPPLIES & MAINTEN		22.29	
475410	Invoice	08/22/2019	DEPARTMENT SUPPLIES - STREETS	0.00	1.54	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE		1.54	
475412	Invoice	08/22/2019	DEPARTMENT SUPPLIES - STREETS	0.00	1.91	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE		1.91	
475527	Invoice	08/21/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	31.98	
	<u>100-6000-7085-6025</u>	BLDG MAINT - CITY HALL	BUILDING SUPPLIES & MAINTEN		31.98	
475530	Credit Memo	08/21/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	-19.38	
	<u>100-6000-7085-6025</u>	BLDG MAINT - CITY HALL	BUILDING SUPPLIES & MAINTEN		-19.38	
475531	Invoice	08/21/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	15.99	
	<u>100-6000-7085-6025</u>	BLDG MAINT - CITY HALL	BUILDING SUPPLIES & MAINTEN		15.99	
475597	Invoice	08/22/2019	DEPARTMENT SUPPLIES - STREETS	0.00	14.45	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE		14.45	
475658	Invoice	08/21/2019	DEPT SUPPLIES	0.00	39.13	
	<u>100-6050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		39.13	
475679	Invoice	08/22/2019	DEPARTMENT SUPPLIES - SEWER	0.00	72.89	
	<u>700-4050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE		72.89	
475686	Invoice	08/22/2019	DEPARTMENT SUPPLIES - STREETS	0.00	15.28	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE		15.28	
475738	Invoice	08/21/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	10.94	
	<u>100-6000-7085-6040</u>	BLDG MAINT - POLICE DE	BUILDING SUPPLIES & MAINTEN		10.94	
475811	Invoice	08/21/2019	DEPT SUPPLIES	0.00	4.22	
	<u>100-6050-7070-008A</u>	SPEC DEPT EXP - IA 8A	DEPT SUPPLIES		4.22	
475931	Invoice	08/21/2019	DEPT SUPPLIES	0.00	25.00	
	<u>100-6050-7070-014A</u>	SPEC DEPT EXP - IA 14A	DEPT SUPPLIES		25.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>475932</u>	Invoice <u>100-6050-7070-014A</u>	08/21/2019	DEPT SUPPLIES SPEC DEPT EXP - IA 14A	0.00	2.41	
<u>475987</u>	Invoice <u>100-6050-7070-0000</u>	08/21/2019	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	77.56	
<u>475988</u>	Invoice <u>100-6050-7070-008A</u>	08/21/2019	DEPT SUPPLIES SPEC DEPT EXP - IA 8A	0.00	5.72	
<u>476009</u>	Invoice <u>750-7300-7037-0000</u>	08/21/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	8.32	
<u>476102</u>	Invoice <u>100-6000-7085-6025</u>	08/21/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - CITY HALL	0.00	15.99	
<u>476122</u>	Invoice <u>100-6050-7090-0000</u>	08/21/2019	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	54.73	
<u>476125</u>	Invoice <u>100-6050-7070-0000</u>	08/21/2019	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	12.39	
<u>476129</u>	Invoice <u>100-6050-7070-0000</u>	08/21/2019	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	6.78	
<u>476164</u>	Invoice <u>100-6000-7085-6048</u>	08/21/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POOL	0.00	22.10	
<u>476210</u>	Invoice <u>100-6050-7070-0000</u>	08/21/2019	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	44.59	
<u>476212</u>	Credit Memo <u>100-6000-7085-6048</u>	08/21/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POOL	0.00	-22.10	
	Void	08/22/2019	Regular	0.00	0.00	102992
1139	BEAUMONT POLICE OFFICERS ASSOCIATION	08/22/2019	Regular	0.00	5,150.00	102993
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>PD 08/02/19-08/</u>	Invoice	08/21/2019	POLICE DUES	0.00	5,150.00	✓
	<u>100-0000-2035-0000</u>		C.O.P.S. DUES		5,150.00	
1136	BEAUMONT POWER EQUIPMENT	08/22/2019	Regular	0.00	914.20	102994
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1874</u>	Invoice	08/21/2019	EQUIPMENT MAINTENANCE	0.00	19.85	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		19.85	
<u>1875</u>	Invoice	08/21/2019	EQUIPMENT MAINTENANCE	0.00	144.33	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		144.33	
<u>1904</u>	Invoice	08/21/2019	EQUIPMENT MAINTENANCE	0.00	20.00	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		20.00	
<u>1905</u>	Invoice	08/21/2019	EQUIPMENT MAINTENANCE	0.00	20.00	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		20.00	
<u>1967</u>	Invoice	08/21/2019	DEPT SUPPLIES	0.00	646.48	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		646.48	
<u>2003</u>	Invoice	08/21/2019	EQUIPMENT MAINTENANCE	0.00	63.54	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		63.54	
1140	BEAUMONT SAFE & LOCK	08/22/2019	Regular	0.00	159.00	102995
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>71853</u>	Invoice	08/21/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	159.00	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE		159.00	
3575	BEHRENS AND ASSOCIATES, INC	08/22/2019	Regular	0.00	862.00	102996

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
	Account Number	Account Name	Item Description	Distribution Amount			
<u>RI11147</u>	Invoice	08/22/2019	8 FEET HIGH STC-25 BLANKET RENTAL	0.00	862.00		
	<u>710-0000-8030-0000</u>	CAPITAL IMPROVEMENT	8 FEET HIGH STC-25 BLANKET R		862.00		
1160	BIG TIME DESIGN	08/22/2019	Regular	0.00	96.98	102997	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
	Account Number	Account Name	Item Description	Distribution Amount			
<u>3564</u>	Invoice	08/21/2019	EMPLOYEE UNIFORMS	0.00	96.98		
	<u>100-1225-7065-0000</u>	UNIFORMS	EMPLOYEE UNIFORMS		96.98		
3215	BURGESSON'S HEATING & AIR CONDITIONING, I	08/22/2019	Regular	0.00	2,250.00	102998	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
	Account Number	Account Name	Item Description	Distribution Amount			
<u>1166986</u>	Invoice	08/21/2019	DEPT SUPPLIES	0.00	2,250.00		
	<u>100-6050-7070-5400</u>	SPEC DEPT EXP - SPORTS	DEPT SUPPLIES		2,250.00		
3147	CALIFORNIA VETERINARY INC	08/22/2019	Regular	0.00	344.68	102999	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
	Account Number	Account Name	Item Description	Distribution Amount			
<u>49423</u>	Invoice	08/21/2019	ANIMAL CARE SERVICES	0.00	223.18		
	<u>100-2000-7068-0000</u>	CONTRACTUAL SERVICES	ANIMAL CARE SERVICES		223.18		
<u>54059</u>	Invoice	08/21/2019	ANIMAL CARE SERVICES	0.00	121.50		
	<u>100-2000-7068-0000</u>	CONTRACTUAL SERVICES	ANIMAL CARE SERVICES		121.50		
3578	CALIFORNIA WATER ENVIRONMENT ASSOCIATI	08/22/2019	Regular	0.00	89.00	103000	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
	Account Number	Account Name	Item Description	Distribution Amount			
<u>000351600i 09/3</u>	Invoice	08/21/2019	CERTIFICATION RENEWAL FEES - KEVIN N	0.00	89.00		
	<u>700-4050-7030-0000</u>	DUES & SUBSCRIPTIONS	CERTIFICATION RENEWAL FEES -		89.00		
3739	CARLA FONSECA	08/22/2019	Regular	0.00	40.00	103001	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
	Account Number	Account Name	Item Description	Distribution Amount			
<u>RCT 922879</u>	Invoice	08/21/2019	DEPOSIT REFUND	0.00	40.00		
	<u>100-0000-4590-0000</u>	BUILDING RENTAL	DEPOSIT REFUND		40.00		
1227	CARROT-TOP INDUSTRIES INC	08/22/2019	Regular	0.00	368.14	103002	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
	Account Number	Account Name	Item Description	Distribution Amount			
<u>43587700</u>	Invoice	08/21/2019	DEPT SUPPLIES	0.00	368.14		
	<u>100-6050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		368.14		
1242	CED	08/22/2019	Regular	0.00	187.43	103003	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
	Account Number	Account Name	Item Description	Distribution Amount			
<u>0954-468561</u>	Invoice	06/30/2019	BUILDING SUPPLIES	0.00	58.06		
	<u>100-6000-7085-6045</u>	BLDG MAINT- COMMUNI	BUILDING SUPPLIES		58.06		
<u>0954-469922</u>	Invoice	06/30/2019	DEPT SUPPLIES	0.00	26.57		
	<u>700-4050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		26.57		
<u>0954-470003</u>	Invoice	06/30/2019	DEPT SUPPLIES	0.00	72.65		
	<u>700-4050-7090-007A</u>	EQUIPMENT SUPPLIES/M	DEPT SUPPLIES		72.65		
<u>0954-471153</u>	Invoice	06/30/2019	DEPT SUPPLIES	0.00	3.21		
	<u>700-4050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		3.21		
<u>0954-471285</u>	Invoice	06/30/2019	BUILDING SUPPLIES	0.00	26.94		
	<u>100-6000-7085-6025</u>	BLDG MAINT - CITY HALL	BUILDING SUPPLIES		26.94		
1258	CHERRY VALLEY NURSERY	08/22/2019	Regular	0.00	115.98	103004	

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>T1-0098957</u>	Invoice	08/21/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	135.31	
	<u>100-6000-7085-6025</u>		BLDG MAINT - CITY HALL		135.31	
<u>T1-0098996</u>	Credit Memo	08/21/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	-19.33	
	<u>100-6000-7085-6025</u>		BLDG MAINT - CITY HALL		-19.33	
1282	CINTAS CORPORATION #698	08/22/2019	Regular	0.00	1,651.50	103005
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>4026749768</u>	Invoice	08/21/2019	UNIFORM MAINTENANCE	0.00	536.13	
	<u>100-6050-7065-0000</u>		UNIFORMS		536.13	
<u>4027234443</u>	Invoice	08/21/2019	EMPLOYEE UNIFORMS	0.00	1,115.37	
	<u>100-6050-7065-0000</u>		UNIFORMS		1,115.37	
1302	CLINICAL LABORATORY OF SAN BERNARDINO, I	08/22/2019	Regular	0.00	7,999.00	103006
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>969972</u>	Invoice	08/22/2019	WWTP Laboratory Testing Services	0.00	7,999.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		7,999.00	
1310	COLONIAL LIFE	08/22/2019	Regular	0.00	604.60	103007
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>CD 07/05/19-07/</u>	Invoice	08/21/2019	EMPLOYEE OPTIONAL INSURANCE	0.00	604.60	
	<u>100-0000-2051-0000</u>		COLONIAL INS-WITHHOL		604.60	
3241	CONSOLIDATED POWER SOURCE, INC	08/22/2019	Regular	0.00	523.76	103008
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>8619</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	523.76	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		523.76	
1334	COUTS HEATING & COOLING, INC	08/22/2019	Regular	0.00	250.00	103009
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>SRVCE10715</u>	Invoice	06/30/2019	EQUIPMENT MAINTENANCE	0.00	250.00	
	<u>100-6000-7090-6045</u>		EQUIPMENT SUPPLIES/M		250.00	
1342	CR&R INC.	08/22/2019	Regular	0.00	8,718.60	103010
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>0002063</u>	Invoice	08/22/2019	Street Sweeping Services	0.00	8,718.60	
	<u>100-3250-7068-0000</u>		CONTRACTUAL SERVICES		8,718.60	
1353	CUSTOM TROPHIES	08/22/2019	Regular	0.00	61.42	103011
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>000483</u>	Invoice	08/21/2019	DEPT SUPPLIES	0.00	19.40	
	<u>100-1550-7070-0000</u>		SPECIAL DEPT SUPPLIES		19.40	
<u>000573</u>	Invoice	08/21/2019	OFFICE SUPPLIES	0.00	42.02	
	<u>750-7000-7025-0000</u>		OFFICE SUPPLIES		42.02	
1363	DANGELO CO.	08/22/2019	Regular	0.00	804.57	103012
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>S1361186.001</u>	Invoice	06/30/2019	DEPT SUPPLIES	0.00	762.22	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		762.22	
<u>S1361188.001</u>	Invoice	06/30/2019	DEPT SUPPLIES	0.00	42.35	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number	
	<u>100-6050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		42.35		
1401	DEPARTMENT OF INDUSTRIAL RELATIONS	08/22/2019	Regular	0.00	225.00	103013	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
<u>E 1665279 SB</u>	Invoice	08/21/2019	INSPECTION FEE	0.00	225.00		
	<u>100-6000-7022-6045</u>		LICENSE, PERMITS, FEES -		225.00		
			INSPECTION FEE				
1402	DEPARTMENT OF JUSTICE	08/22/2019	Regular	0.00	140.00	103014	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
<u>399024</u>	Invoice	08/22/2019	Department of Justice - Blood Analysis	0.00	140.00		
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		140.00		
			Department of Justice - Blood A				
1473	EMPLOYMENT DEVELOPMENT DEPT.	08/22/2019	Regular	0.00	1,910.00	103015	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
<u>L1116329824</u>	Invoice	08/21/2019	UNEMPLOYMENT	0.00	1,910.00		
	<u>750-7200-6025-0000</u>		UNEMPLOYMENT		1,910.00		
3740	ERDT ENVISION ORG	08/22/2019	Regular	0.00	500.00	103016	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
<u>rct 916788</u>	Invoice	08/21/2019	DEPOSIT REFUND	0.00	500.00		
	<u>100-0000-4590-0000</u>		BUILDING RENTAL		500.00		
1498	EVERBRIDGE , INC	08/22/2019	Regular	0.00	17,500.00	103017	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
<u>M42458</u>	Invoice	06/30/2019	Everbridge Mass Notification System	0.00	17,500.00		
	<u>100-1230-7071-6040</u>		SOFTWARE (POLICE DEPT		17,500.00		
			Everbridge Mass Notification Sy				
3347	EXECUTIVE FACILITIES SERVICES, INC	08/22/2019	Regular	0.00	8,619.51	103018	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
<u>19231</u>	Invoice	06/30/2019	Custodial Services	0.00	8,619.51		
	<u>100-6000-7068-6025</u>		CONTRACTUAL SVC - CITY		510.00		
	<u>100-6000-7068-6025</u>		CONTRACTUAL SVC - CITY		3,740.00		
	<u>100-6000-7068-6026</u>		CONTRACTUAL SVC - CITY		676.98		
	<u>100-6000-7068-6045</u>		CONTRACTUAL SVC- COM		3,400.00		
	<u>100-6000-7068-6060</u>		CONTRACTUAL SVC- 713		167.53		
	<u>100-6000-7068-6065</u>		CONTRACTUAL SVC- 550		125.00		
1501	FAIRVIEW FORD	08/22/2019	Regular	0.00	974.92	103019	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
<u>614288</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	661.24		
	<u>750-7200-7037-0000</u>		VEHICLE MAINTENANCE		661.24		
			VEHICLE MAINTENANCE				
<u>617092</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	124.68		
	<u>750-7200-7037-0000</u>		VEHICLE MAINTENANCE		124.68		
			VEHICLE MAINTENANCE				
<u>C58243</u>	Invoice	06/30/2019	VEHICLE MAINTENANCE	0.00	121.50		
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		121.50		
			VEHICLE MAINTENANCE				
<u>C62907</u>	Invoice	08/22/2019	Fairview Ford	0.00	67.50		
	<u>100-2000-7037-0000</u>		VEHICLE MAINTENANCE		9.64		
	<u>100-2030-7037-0000</u>		VEHICLE MAINTENANCE		9.64		
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		48.22		
3054	FALCON ENGINEERING SERVICES, INC	08/22/2019	Regular	0.00	43,755.70	103020	



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		
2017-22	Invoice	08/22/2019	CONSTRUCTION MANAGEMENT SERVICES	0.00	43,755.70	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		43,755.70	
1509	FEDEX	08/22/2019	Regular	0.00	51.73	103021
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6-709-05795	Invoice	08/21/2019	OFFICE SUPPLIES	0.00	51.73	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		51.73	
1518	FLYERS ENERGY	08/22/2019	Regular	0.00	3,941.32	103022
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
CFS-1989926	Invoice	08/21/2019	FUEL CARDS	0.00	1,882.81	
	<u>750-7100-7050-0000</u>		FUEL		97.51	
	<u>750-7400-7050-0000</u>		FUEL		1,458.22	
	<u>750-7600-7050-0000</u>		FUEL		138.34	
	<u>750-7700-7050-0000</u>		FUEL		188.74	
CFS-2006445	Invoice	08/21/2019	FUEL CARDS	0.00	2,058.51	
	<u>750-7100-7050-0000</u>		FUEL		169.46	
	<u>750-7400-7050-0000</u>		FUEL		679.55	
	<u>750-7600-7050-0000</u>		FUEL		402.29	
	<u>750-7700-7050-0000</u>		FUEL		576.16	
	<u>750-8000-7050-0000</u>		FUEL		231.05	
1533	FRONTIER COMMUNICATIONS	08/22/2019	Regular	0.00	934.01	103023
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
213-180-1992-06	Invoice	08/21/2019	PHONE UTILITY	0.00	175.98	
	<u>100-1230-7015-6045</u>		TELEPHONE (COMM CTR)		175.98	
951-769-5188-04	Invoice	08/21/2019	PHONE UTILITY.	0.00	395.23	
	<u>100-1230-7015-6045</u>		TELEPHONE (COMM CTR)		395.23	
951-769-8534-04	Invoice	08/21/2019	PHONE UTILITY	0.00	362.80	
	<u>700-4050-7015-0000</u>		TELEPHONE		362.80	
3622	GEOTEK, INC	08/22/2019	Regular	0.00	2,400.00	103024
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
58502	Invoice	06/30/2019	Environmental Assessment	0.00	2,400.00	
	<u>760-0000-1600-0000</u>		LAND		2,400.00	
3042	GOLDEN STAR TECHNOLOGY, INC	08/22/2019	Regular	0.00	9,685.00	103025
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV37354	Invoice	08/22/2019	Golden Star Technologies	0.00	9,685.00	
	<u>100-1230-7068-6025</u>		CONTRACT SVC - CITY HA		4,842.50	
	<u>100-1230-7068-6040</u>		CONTRACT SVC - P.D.		4,842.50	
3524	H&T CULTURAL RESOURCE MANAGEMENT, INC	08/22/2019	Regular	0.00	2,401.25	103026
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
4844	Invoice	08/22/2019	archaeologist for WWTP expansion	0.00	2,401.25	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		2,401.25	
1612	HEARD'S INVESTIGATIONS AND POLYGRAPH LL	08/22/2019	Regular	0.00	150.00	103027

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		
6151	Invoice	08/21/2019	HIRING COSTS	0.00	150.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		150.00	
1624	HIGH TECH IRRIGATION, INC.	08/22/2019	Regular	0.00	28.38	103028
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
595985	Invoice	08/21/2019	DEPT SUPPLIES	0.00	28.38	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		28.38	
3074	HUB CONSTRUCTION SPECIALTIES, INC	08/22/2019	Regular	0.00	410.40	103029
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
129997-0	Invoice	06/30/2019	DEPT SUPPLIES	0.00	410.40	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		410.40	
1657	IN GEAR TECHNOLOGY	08/22/2019	Regular	0.00	802.54	103030
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6184	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	802.54	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		802.54	
3725	JEREMY HARRIS	08/22/2019	Regular	0.00	1,094.88	103031
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
09/30/19-10/04/	Invoice	08/21/2019	EMPLOYEE REIMBURSEMENT FOR TRAINI	0.00	1,094.88	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA		1,094.88	
1773	KAISER FOUNDATION HEALTH PLAN	08/22/2019	Regular	0.00	128,528.02	103032
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SEPTEMBER 2019	Invoice	08/21/2019	HEALTH INSURANCE	0.00	128,528.02	
	<u>100-1200-6020-0000</u>		HEALTH INSURANCE		4,888.36	
	<u>100-1225-6020-0000</u>		HEALTH INSURANCE		2,980.72	
	<u>100-1230-6020-0000</u>		HEALTH INSURANCE		1,788.41	
	<u>100-1240-6020-0000</u>		HEALTH INSURANCE		1,192.31	
	<u>100-1350-6020-0000</u>		HEALTH INSURANCE		3,099.95	
	<u>100-1550-6020-0000</u>		HEALTH INSURANCE		655.77	
	<u>100-2000-6020-0000</u>		HEALTH INSURANCE		3,576.82	
	<u>100-2050-6020-0000</u>		HEALTH INSURANCE		48,048.78	
	<u>100-2090-6020-0000</u>		HEALTH INSURANCE		10,849.80	
	<u>100-2150-6020-0000</u>		HEALTH INSURANCE		5,365.23	
	<u>100-3100-6020-0000</u>		HEALTH INSURANCE		4,769.13	
	<u>100-3250-6020-0000</u>		HEALTH INSURANCE		7,153.64	
	<u>100-6050-6020-0000</u>		HEALTH INSURANCE		15,261.24	
	<u>700-4050-6020-0000</u>		HEALTH INSURANCE		2,384.57	
	<u>750-7000-6020-0000</u>		HEALTH INSURANCE		2,444.18	
	<u>750-7100-6020-0000</u>		HEALTH INSURANCE		3,099.95	
	<u>750-7200-6020-0000</u>		HEALTH INSURANCE		4,292.32	
	<u>750-7300-6020-0000</u>		HEALTH INSURANCE		5,484.52	
	<u>750-7600-6020-0000</u>		HEALTH INSURANCE		1,192.32	
1777	KAREE KEYSER	08/22/2019	Regular	0.00	63.22	103033
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08/14/19	Invoice	08/21/2019	MILEAGE REIMBURSEMENT FOR TRAININ	0.00	63.22	
	<u>100-1225-7066-0000</u>		TRAVEL, EDUCATION, TRA		63.22	
3036	KIMLEY-HORN AND ASSOCIATES, INC	08/22/2019	Regular	0.00	2,892.15	103034



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Date Range: 08/16/2019 - 08/23/2019

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>194018002-0419</u>	Invoice	06/30/2019	PENNSYLVANIA AVE WIDENING	0.00	2,892.15	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		2,892.15	
3247	KOA CORPORATION	08/22/2019	Regular	0.00	7,602.15	103035
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>JB74058x12</u>	Invoice	06/30/2019	California Grade Sep Engineering Design S	0.00	7,602.15	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		7,602.15	
			California Grade Sep Engineerin			
3271	KS STATEBANK	08/22/2019	Regular	0.00	23,661.54	103036
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>3353429 07/01/1</u>	Invoice	08/22/2019	VACTOR TRUCK & PATCH TRUCK	0.00	11,830.77	
	<u>100-3250-8060-0000</u>		VEHICLES		3,194.30	
	<u>710-0000-8060-0000</u>		VEHICLES		8,636.47	
			VACTOR TRUCK & PATCH TRUCK			
<u>3353429 09/01/1</u>	Invoice	08/22/2019	VACTOR TRUCK & PATCH TRUCK	0.00	11,830.77	
	<u>100-3250-8060-0000</u>		VEHICLES		3,194.30	
	<u>710-0000-8060-0000</u>		VEHICLES		8,636.47	
			VACTOR TRUCK & PATCH TRUCK			
3379	LAW OFFICES BURKE, WILLIAMS & SORENSEN,	08/22/2019	Regular	0.00	4,192.62	103037
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>242622</u>	Invoice	08/21/2019	LEGAL SERVICES	0.00	4,192.62	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		4,192.62	
			LEGAL SERVICES			
1853	LEWIS BRISBOIS BISGAARD & SMITH LLP	08/22/2019	Regular	0.00	45.00	103038
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2420219</u>	Invoice	08/21/2019	LEGAL SERVICES	0.00	45.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		45.00	
			LEGAL SERVICES			
1870	LITHOPASS PRINTING	08/22/2019	Regular	0.00	202.03	103039
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>5049</u>	Invoice	08/21/2019	CAL RECYCLE POSTERS AND FLYERS	0.00	202.03	
	<u>100-1200-7036-0000</u>		GRANT SPECIFIC COSTS (C		202.03	
			CAL RECYCLE POSTERS AND FLYE			
3741	LOURDES REYES	08/22/2019	Regular	0.00	40.00	103040
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>RCT 917575</u>	Invoice	08/21/2019	DEPOSIT REFUND	0.00	40.00	
	<u>100-0000-4590-0000</u>		BUILDING RENTAL		40.00	
			DEPOSIT REFUND			
1911	MARISELA GUZMAN	08/22/2019	Regular	0.00	40.00	103041
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>RCT 893855</u>	Invoice	08/21/2019	DEPOSIT REFUND	0.00	40.00	
	<u>100-0000-4590-0000</u>		BUILDING RENTAL		40.00	
			DEPOSIT REFUND			
1916	MARK THOMAS & COMPANY, INC	08/22/2019	Regular	0.00	1,911.80	103042
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>33947</u>	Invoice	08/22/2019	DESIGN & CONSULTING SERVICES AMEND	0.00	1,911.80	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		1,911.80	
			DESIGN & CONSULTING SERVICE			
3742	MELISSA AGUILAR	08/22/2019	Regular	0.00	40.00	103043

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Date Range: 08/16/2019 - 08/23/2019

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>RCT 909054</u>	Invoice	08/21/2019	DEPOSIT REFUND	0.00	40.00	
	<u>100-0000-4590-0000</u>	BUILDING RENTAL	DEPOSIT REFUND		40.00	
2732	MINAGAR & ASSOCIATES, INC	08/22/2019	Regular	0.00	27,990.24	103044
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>00106901</u>	Invoice	10/17/2018	TRAFFIC ENGINEERING SERVICES FY 18/19	0.00	41,377.00	
	<u>100-3100-7068-0000</u>	CONTRACTUAL SERVICES	TRAFFIC ENGINEERING SERVICE		41,377.00	
<u>00106901-2</u>	Credit Memo	10/17/2018	TRAFFIC ENGINEERING SERVICES FY 18/19	0.00	-41,377.00	
	<u>100-3100-7068-0000</u>	CONTRACTUAL SERVICES	TRAFFIC ENGINEERING SERVICE		-41,377.00	
<u>826</u>	Invoice	06/30/2019	TRAFFIC ENGINEERING SERVICES FY 18/19	0.00	22,003.00	
	<u>100-3100-7068-0000</u>	CONTRACTUAL SERVICES	TRAFFIC ENGINEERING SERVICE		22,003.00	
<u>832</u>	Invoice	06/30/2019	Traffic Study	0.00	1,860.00	
	<u>750-7200-7068-0000</u>	CONTRACTUAL SERVICES	Traffic Study		1,860.00	
<u>832-2</u>	Invoice	06/30/2019	TRAFFIC ENGINEERING SERVICES FY 18/19	0.00	4,127.24	
	<u>100-3100-7068-0000</u>	CONTRACTUAL SERVICES	TRAFFIC ENGINEERING SERVICE		4,127.24	
3373	MIRIAM AVALOS	08/22/2019	Regular	0.00	575.00	103045
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>07/18/19</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	575.00	
	<u>750-7200-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		575.00	
3530	MOBILE HOMES ACCEPTANCE CORP	08/22/2019	Regular	0.00	425.61	103046
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>216327</u>	Invoice	08/22/2019	MONTHLY RENTAL FEE FOR WWTP OFFICE	0.00	425.61	
	<u>700-4050-7075-0000</u>	EQUIPMENT LEASING/RE	MONTHLY RENTAL FEE FOR WW		425.61	
2892	MOFFATT & NICHOL	08/22/2019	Regular	0.00	1,267.00	103047
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>743507</u>	Invoice	06/30/2019	ENVIROMENTAL DOC SERVICES FOR PENN	0.00	1,267.00	
	<u>500-0000-7068-0000</u>	CONTRACTUAL SERVICE	ENVIROMENTAL DOC SERVICES		1,267.00	
1118	MSC INDUSTRIAL SUPPLY CO	08/22/2019	Regular	0.00	46.85	103048
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2982608002</u>	Invoice	06/30/2019	VEHICLE MAINTENANCE	0.00	46.85	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		46.85	
3186	MWH CONSTRUCTORS INC	08/22/2019	Regular	0.00	234,720.10	103049
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>19-30504503-05</u>	Invoice	08/22/2019	CONSTRUCTION MANAGEMENT FOR WW	0.00	78,046.45	
	<u>710-0000-7068-0000</u>	CONTRACTUAL SERVICE	CONSTRUCTION MANAGEMENT		37,932.25	
	<u>710-0000-7068-0000</u>	CONTRACTUAL SERVICE	CONSTRUCTION MANAGEMENT		40,114.20	
<u>19-30505107-05</u>	Invoice	08/22/2019	BRINE LINE INSTALLATION CONSTRUCTIO	0.00	156,673.65	
	<u>710-0000-8030-0000</u>	CAPITAL IMPROVEMENT	BRINE LINE INSTALLATION CONS		156,673.65	
1984	NAPA AUTO PARTS	08/22/2019	Regular	0.00	697.75	103050
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>094750</u>	Invoice	06/30/2019	VEHICLE MAINTENANCE	0.00	40.40	
	<u>100-3250-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		40.40	
<u>096576</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	9.69	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>750-7200-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		9.69	
<u>097190</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	71.23	
	<u>100-6050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		71.23	
<u>097307</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	26.92	
	<u>750-7200-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		26.92	
<u>097418</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	15.65	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		15.65	
<u>097610</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	54.33	
	<u>700-4050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		54.33	
<u>099029</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	7.53	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		7.53	
<u>099312</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	7.52	
	<u>750-7600-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		7.52	
<u>099342</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	352.87	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		352.87	
<u>099616</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	67.99	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		67.99	
<u>099677</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	3.22	
	<u>750-7700-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		3.22	
<u>099807</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	40.40	
	<u>750-7400-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		40.40	

3028	OFFICE SOLUTIONS	08/22/2019	Regular	0.00	13,815.54	103051
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>I-01563617</u>	Invoice	06/30/2019	Tables/Chairs for Briefing Room	0.00	4,207.90	
	<u>100-2050-8050-0000</u>	FURNITURE & FIXTURES	Tables/Chairs for Briefing Room		4,207.90	
<u>I-01576409</u>	Invoice	06/30/2019	Tables/Chairs for Briefing Room	0.00	4,538.39	
	<u>100-2050-8050-0000</u>	FURNITURE & FIXTURES	Tables/Chairs for Briefing Room		4,538.39	
<u>I-01579391</u>	Invoice	06/30/2019	Briefing Room Furniture Remodel - Sergea	0.00	5,069.25	
	<u>100-2050-8050-0000</u>	FURNITURE & FIXTURES	Briefing Room Furniture Remod		5,069.25	

2009	O'REILLY AUTO PARTS	08/22/2019	Regular	0.00	965.44	103052
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2678-193799</u>	Invoice	06/30/2019	VEHICLE MAINTENANCE	0.00	364.89	
	<u>750-7400-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		364.89	
<u>2678-200889</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	16.69	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		16.69	
<u>2678-201958</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	8.23	
	<u>750-7200-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		8.23	
<u>2678-202125</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	43.12	
	<u>750-7200-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		43.12	
<u>2678-202487</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	151.28	
	<u>750-7200-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		151.28	
<u>2678-202549</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	62.41	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		62.41	
<u>2678-203258</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	74.29	
	<u>750-7200-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		74.29	
<u>2678-203282</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	20.34	
	<u>750-7200-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		20.34	
<u>2678-206770</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	9.36	
	<u>750-7300-7085-0000</u>	BUILDING SUPPLIES/MAI	VEHICLE MAINTENANCE		9.36	
<u>2678-207658</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	163.49	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		163.49		
<u>2678-208139</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	40.04		
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		40.04		
<u>2678-208958</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	11.30		
	<u>750-7100-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		11.30		
3100	ORTIZ ENTERPRISES INC	08/22/2019	Regular	0.00	17,606.35	103053	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
Account Number	Account Name	Item Description	Distribution Amount				
<u>18A</u>	Invoice	08/22/2019	1A PROJECT - POTRERO	0.00	17,606.35		
	<u>500-0000-8030-0000</u>	INFRASTRUCTURE IMPRO	1A PROJECT - POTRERO		17,606.35		
2026	PACIFIC ALARM SERVICE	08/22/2019	Regular	0.00	910.48	103054	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
Account Number	Account Name	Item Description	Distribution Amount				
<u>P 101373</u>	Invoice	08/21/2019	BUILDING MAINTENANCE	0.00	612.98		
	<u>100-6000-7085-6045</u>	BLDG MAINT- COMMUNI	BUILDING MAINTENANCE		612.98		
<u>R 149349</u>	Invoice	08/21/2019	SECURITY SERVICES	0.00	150.00		
	<u>100-6000-7087-6025</u>	SECURITY - CITY HALL	SECURITY SERVICES		150.00		
<u>R 149352</u>	Invoice	08/21/2019	SECURITY SERVICES	0.00	58.50		
	<u>750-7300-7087-0000</u>	SECURITY SERVICES	SECURITY SERVICES		58.50		
<u>R 149353</u>	Invoice	08/21/2019	SECURITY SERVICES	0.00	53.00		
	<u>750-7000-7087-0000</u>	SECURITY SERVICES	SECURITY SERVICES		53.00		
<u>R 149355</u>	Invoice	08/21/2019	SECURITY SERVICES	0.00	36.00		
	<u>700-4050-7087-0000</u>	SECURITY SERVICES	SECURITY SERVICES		36.00		
2039	PARKHOUSE TIRE, INC.	08/22/2019	Regular	0.00	1,896.78	103055	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
Account Number	Account Name	Item Description	Distribution Amount				
<u>2030177174</u>	Invoice	06/30/2019	VEHICLE MAINTENANCE	0.00	24.24		
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		24.24		
<u>2030178818</u>	Invoice	08/21/2019	EQUIPMENT MAINTENANCE	0.00	190.80		
	<u>100-6050-7090-0000</u>	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		190.80		
<u>2030179024</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	510.37		
	<u>100-6050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		510.37		
<u>2030179073</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	45.00		
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		45.00		
<u>2030179884</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	555.45		
	<u>100-6050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		555.45		
<u>2030180106</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	570.92		
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		570.92		
3642	PLACEWORKS, INC	08/22/2019	Regular	0.00	215.00	103056	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
Account Number	Account Name	Item Description	Distribution Amount				
<u>69641</u>	Invoice	08/22/2019	Jack Rabbit Trail SP	0.00	215.00		
	<u>100-1350-7068-0000</u>	CONTRACTUAL SERVICES	Jack Rabbit Trail SP		215.00		
3652	PRUDENTIAL OVERALL SUPPLY	08/22/2019	Regular	0.00	68.75	103057	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
Account Number	Account Name	Item Description	Distribution Amount				
<u>22847530</u>	Invoice	08/21/2019	EMPLOYEE UNIFORMS	0.00	68.75		
	<u>100-3250-7065-0000</u>	UNIFORMS	EMPLOYEE UNIFORMS		68.75		
2092	PURCHASE POWER-2540	08/22/2019	Regular	0.00	1,035.00	103058	



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		
8000-9000-0098-	Invoice	08/21/2019	POSTAGE	0.00	1,035.00	
	<u>100-1200-7068-0000</u>	CONTRACTUAL SERVICES	POSTAGE	1,035.00		
2098	QUILL CORPORATON	08/22/2019	Regular	0.00	422.32	103059
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
8839397	Invoice	08/21/2019	OFFICE SUPPLIES	0.00	103.41	
	<u>100-2000-7025-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES	5.17		
	<u>100-2030-7025-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES	5.17		
	<u>100-2050-7025-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES	93.07		
9005559	Invoice	08/21/2019	OFFICE SUPPLIES	0.00	318.91	
	<u>750-7300-7025-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES	318.91		
2101	RACHEL ABASTA	08/22/2019	Regular	0.00	40.00	103060
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT 910598	Invoice	08/21/2019	DEPOSIT REFUND	0.00	40.00	
	<u>100-0000-4590-0000</u>	BUILDING RENTAL	DEPOSIT REFUND	40.00		
3737	READINESS NETWORK, INC	08/22/2019	Regular	0.00	335.00	103061
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2019-244	Invoice	08/21/2019	REGISTRATION MAGNUS CLASS SEPT 9-10	0.00	335.00	
	<u>100-2050-7066-0000</u>	TRAVEL, EDUCATION, TRA	REGIST	335.00		
2126	REDLANDS FORD	08/22/2019	Regular	0.00	248.73	103062
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5157488	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	158.70	
	<u>750-7200-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	158.70		
5157490	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	25.49	
	<u>750-7200-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	25.49		
5157684	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	64.54	
	<u>750-7200-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	64.54		
3421	REDLANDS-YUCAIPA RENTALS, INC.	08/22/2019	Regular	0.00	660.00	103063
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
347952	Invoice	08/21/2019	EQUIPMENT RENTAL	0.00	660.00	
	<u>100-6050-7075-003X</u>	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL	660.00		
3471	ROGER NGAHA	08/22/2019	Regular	0.00	737.68	103064
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
05-009136-03 08	Invoice	08/21/2019	REIMBURSE CREDIT ON UTILITY ACCOUNT	0.00	737.68	
	<u>100-0000-1400-0000</u>	A/R - UTILITIES	REIMBURSE CREDIT ON UTILITY	737.68		
3744	RONALD & LAURA MURO	08/22/2019	Regular	0.00	728.83	103065
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07-073801-02	Invoice	08/21/2019	REIMBURSE OVER PAYMENT ON UTILITY A	0.00	728.83	
	<u>100-0000-1400-0000</u>	A/R - UTILITIES	REIMBURSE OVER PAYMENT ON	728.83		
3633	SCOTT D. VANN	08/22/2019	Regular	0.00	179.00	103066



Check Report	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Vendor Number	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Payable #	Account Number	Account Name	Item Description	Distribution Amount		
<u>51843</u>	Invoice <u>750-7200-7037-0000</u>	08/21/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	179.00 179.00	
2257	SCOTT FAZEKAS & ASSOCIATES, INC.	08/22/2019	Regular	0.00	4,826.48	103067
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>20705</u>	Invoice <u>100-2150-7068-0000</u>	06/30/2019	June 2019 Invoices CONTRACTUAL SERVICES June 2019 Invoices	0.00	2,076.48 2,076.48	
<u>20706</u>	Invoice <u>100-2150-7068-0000</u>	06/30/2019	June 2019 Invoices CONTRACTUAL SERVICES June 2019 Invoices	0.00	2,750.00 2,750.00	
2267	SGP DESIGN AND PRINT	08/22/2019	Regular	0.00	340.49	103068
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>11377</u>	Invoice <u>100-1200-7036-0000</u>	08/21/2019	CAL RECYCLE BANNERS GRANT SPECIFIC COSTS (C CAL RECYCLE BANNERS	0.00	340.49 340.49	
2289	SIMPLIFILE	08/22/2019	Regular	0.00	358.00	103069
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>CATWAQ-073120</u>	Invoice <u>100-1200-7068-0000</u> <u>100-3100-7068-0000</u>	08/21/2019	PROFESSIONAL SERVICES CONTRACTUAL SERVICES PROFESSIONAL SERVICES CONTRACTUAL SERVICES PROFESSIONAL SERVICES	0.00	358.00 352.00 6.00	
2309	SOUTH COAST AQMD	08/22/2019	Regular	0.00	557.42	103070
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>3489701</u>	Invoice <u>700-4050-7022-002X</u>	08/21/2019	ANNUAL RENEWAL FEES LICENSE, PERMITS, FEES ANNUAL RENEWAL FEES	0.00	421.02 421.02	
<u>3493130</u>	Invoice <u>700-4050-7022-002X</u>	08/21/2019	EMISSIONS FEES LICENSE, PERMITS, FEES EMISSIONS FEES	0.00	136.40 136.40	
2311	SOUTHERN CALIFORNIA EDISON	08/22/2019	Regular	0.00	165,250.15	103071
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>08/21/19</u>	Invoice <u>100-3250-7010-0000</u> <u>100-3250-7010-004X</u> <u>100-3250-7010-006B</u> <u>100-3250-7010-018X</u> <u>100-3250-7010-06A1</u> <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>100-6000-7010-6055</u> <u>100-6050-7010-0000</u> <u>100-6050-7010-008C</u> <u>100-6050-7010-014X</u> <u>100-6050-7010-020X</u> <u>100-6050-7010-06A1</u> <u>700-4050-7010-0000</u> <u>750-7300-7010-0000</u>	08/21/2019	ELECTRIC UTILITY UTILITIES ELECTRIC UTILITY UTILITIES (IA 4) ELECTRIC UTILITY UTILITIES (IA 6B) ELECTRIC UTILITY UTILITIES (IA 18) ELECTRIC UTILITY UTILITIES (IA 6A1) ELECTRIC UTILITY UTILITIES - CITY HALL ELECTRIC UTILITY UTILITIES - CITY HALL BLD ELECTRIC UTILITY UTILITIES - CITY HALL BLD ELECTRIC UTILITY UTILITIES - POLICE DEPT ELECTRIC UTILITY UTILITIES - POLICE ANNEX ELECTRIC UTILITY UTILITIES - FIRE STATION ELECTRIC UTILITY UTILITIES ELECTRIC UTILITY UTILITIES IA 8C ELECTRIC UTILITY UTILITIES IA 14 ELECTRIC UTILITY UTILITIES IA 20 ELECTRIC UTILITY UTILITIES IA 6A1 ELECTRIC UTILITY UTILITIES ELECTRIC UTILITY UTILITIES ELECTRIC UTILITY	0.00	165,250.15 138.88 201.20 175.49 49.06 43.62 4,371.13 1,414.91 1,414.92 4,272.05 468.07 679.99 2,777.60 12.67 11.16 10.76 10.61 148,741.02 457.01	
2329	ST. FRANCIS ELECTRIC	08/22/2019	Regular	0.00	1,903.00	103072



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>1660582</u>	Invoice	08/22/2019	TRAFFIC SIGNAL MAINTENANCE & EMER	0.00	1,120.00	
	<u>100-3250-7068-0000</u>		CONTRACTUAL SERVICES TRAFFIC SIGNAL MAINTENANCE		1,120.00	
<u>1660583</u>	Invoice	08/22/2019	TRAFFIC SIGNAL MAINTENANCE & EMER	0.00	783.00	
	<u>100-3250-7068-0000</u>		CONTRACTUAL SERVICES TRAFFIC SIGNAL MAINTENANCE		783.00	
2345	STATER BROS MARKETS	08/22/2019	Regular	0.00	155.41	103073
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>S975714</u>	Invoice	08/21/2019	4TH OF JULY EVENT SUPPLIES	0.00	83.63	
	<u>100-1550-7040-0000</u>		RECREATION PROGRAMS 4TH OF JULY EVENT SUPPLIES		83.63	
<u>S977032</u>	Invoice	08/21/2019	DEPT SUPPLIES	0.00	11.48	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES DEPT SUPPLIES		11.48	
<u>S977033</u>	Invoice	08/21/2019	DEPT SUPPLIES	0.00	60.30	
	<u>100-1550-7070-0000</u>		SPECIAL DEPT SUPPLIES DEPT SUPPLIES		60.30	
2395	TERMINIX COMMERCIAL	08/22/2019	Regular	0.00	135.00	103074
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>387929630</u>	Invoice	08/21/2019	BUILDING MAINTENANCE	0.00	75.00	
	<u>100-6000-7068-6040</u>		CONTRACTUAL SVC- POLI BUILDING MAINTENANCE		75.00	
<u>388243451</u>	Invoice	08/21/2019	BUILDING MAINTENANCE	0.00	60.00	
	<u>100-6000-7085-6055</u>		BLDG MAINT- FIRE STATIO BUILDING MAINTENANCE		60.00	
2399	TETRA TECH INC	08/22/2019	Regular	0.00	22,844.50	103075
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>51462585</u>	Invoice	06/30/2019	DESIGN & GEOTECH FOR SENECA SPRING	0.00	22,844.50	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE DESIGN & GEOTECH FOR SENECA		22,844.50	
2405	THE COUNSELING TEAM	08/22/2019	Regular	0.00	1,300.00	103076
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>72960</u>	Invoice	08/21/2019	HIRING COSTS	0.00	300.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI HIRING COSTS		300.00	
<u>73029</u>	Invoice	08/21/2019	PROFESSIONAL SERVICES	0.00	1,000.00	
	<u>100-1240-7068-0000</u>		CONTRACTUAL SERVICES PROFESSIONAL SERVICES		1,000.00	
2429	THYSSENKRUPP ELEVATOR CORP	08/22/2019	Regular	0.00	1,155.46	103077
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>3004740600</u>	Invoice	08/21/2019	EQUIPMENT MAINTENANCE	0.00	1,155.46	
	<u>100-6000-7090-6045</u>		EQUIPMENT SUPPLIES/M EQUIPMENT MAINTENANCE		1,155.46	
2449	TRANS/AIR MANUFACTURING CORP	08/22/2019	Regular	0.00	315.12	103078
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>379275</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	315.12	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		315.12	
2889	TRANSTECH ENGINEERS, INC	08/22/2019	Regular	0.00	1,980.00	103079
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>20192026</u>	Invoice	08/22/2019	PROFESSIONAL ENG SERVICES FOR POTRE	0.00	1,980.00	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE PROFESSIONAL ENG SERVICES F		1,980.00	
3095	TRENCH SHORING COMPANY	08/22/2019	Regular	0.00	2,279.61	103080

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>1167002-0001</u>	Invoice	06/30/2019	EQUIPMENT RENTAL - STREETS	0.00	1,140.00		
<u>100-3250-7075-0000</u>			EQUIPMENT LEASING/RE EQUIPMENT		1,140.00		
<u>1167353-0001</u>	Invoice	06/30/2019	EQUIPMENT RENTAL - STREETS	0.00	233.09		
<u>100-3250-7075-0000</u>			EQUIPMENT LEASING/RE EQUIPMENT		233.09		
<u>1167353-0002</u>	Invoice	06/30/2019	EQUIPMENT RENTAL - STREETS	0.00	101.25		
<u>100-3250-7075-0000</u>			EQUIPMENT LEASING/RE EQUIPMENT		57.27		
<u>100-3250-7075-0000</u>			EQUIPMENT LEASING/RE EQUIPMENT RENTAL - STREETS		43.98		
<u>1168332-0001</u>	Invoice	06/30/2019	EQUIPMENT RENTAL - STREETS	0.00	238.27		
<u>100-3250-7075-0000</u>			EQUIPMENT LEASING/RE EQUIPMENT RENTAL - STREETS		238.27		
<u>1168332-0002</u>	Invoice	06/30/2019	EQUIPMENT RENTAL - STREETS	0.00	189.00		
<u>100-3250-7075-0000</u>			EQUIPMENT LEASING/RE EQUIPMENT		189.00		
<u>1168332-0003</u>	Invoice	06/30/2019	EQUIPMENT RENTAL - STREETS	0.00	189.00		
<u>100-3250-7075-0000</u>			EQUIPMENT LEASING/RE EQUIPMENT		189.00		
<u>1168332-0004</u>	Invoice	06/30/2019	EQUIPMENT RENTAL - STREETS	0.00	189.00		
<u>100-3250-7075-0000</u>			EQUIPMENT LEASING/RE EQUIPMENT		189.00		
2899	TRINIDAD MIRANDA	08/22/2019	Regular	0.00	40.00	103081	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
Account Number	Account Name	Item Description	Distribution Amount				
<u>RCT 903186</u>	Invoice	08/21/2019	DEPOSIT REFUND	0.00	40.00		
<u>100-0000-4590-0000</u>			BUILDING RENTAL DEPOSIT REFUND		40.00		
2456	TURF STAR, INC.	08/22/2019	Regular	0.00	309.01	103082	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
Account Number	Account Name	Item Description	Distribution Amount				
<u>7074892-01</u>	Invoice	08/21/2019	EQUIPMENT MAINTENANCE	0.00	309.01		
<u>100-6050-7090-0000</u>			EQUIPMENT SUPPLIES/M EQUIPMENT MAINTENANCE		309.01		
2462	UNIFIRST CORPORATION	08/22/2019	Regular	0.00	1,907.47	103083	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
Account Number	Account Name	Item Description	Distribution Amount				
<u>325 1437276</u>	Invoice	08/21/2019	UNIFORM MAINTENANCE	0.00	413.59		
<u>100-3250-7065-0000</u>			UNIFORMS UNIFORM MAINTENANCE		58.88		
<u>700-4050-7065-0000</u>			UNIFORMS UNIFORM MAINTENANCE		27.23		
<u>750-7100-7065-0000</u>			UNIFORMS UNIFORM MAINTENANCE		29.03		
<u>750-7300-7065-0000</u>			UNIFORMS UNIFORM MAINTENANCE		113.01		
<u>750-7400-7065-0000</u>			UNIFORMS UNIFORM MAINTENANCE		65.81		
<u>750-7600-7065-0000</u>			UNIFORMS UNIFORM MAINTENANCE		32.45		
<u>750-7700-7065-0000</u>			UNIFORMS UNIFORM MAINTENANCE		28.04		
<u>750-7800-7065-0000</u>			UNIFORMS UNIFORM MAINTENANCE		29.57		
<u>750-7900-7065-0000</u>			UNIFORMS UNIFORM MAINTENANCE		29.57		
<u>325 1447004</u>	Invoice	08/21/2019	EMPLOYEE UNIFORMS	0.00	1,493.88		
<u>700-4050-7065-0000</u>			UNIFORMS EMPLOYEE UNIFORMS		328.75		
<u>750-7400-7065-0000</u>			UNIFORMS EMPLOYEE UNIFORMS		667.36		
<u>750-7600-7065-0000</u>			UNIFORMS EMPLOYEE UNIFORMS		497.77		
2469	UNITED TRANSMISSION EXCHANGE	08/22/2019	Regular	0.00	1,026.73	103084	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
Account Number	Account Name	Item Description	Distribution Amount				
<u>0129704</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	1,026.73		
<u>750-7700-7037-0000</u>			VEHICLE MAINTENANCE VEHICLE MAINTENANCE		1,026.73		
2468	UNITED WAY OF INLAND VALLEYS	08/22/2019	Regular	0.00	50.00	103085	



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>RCT 919330</u>	Invoice	06/30/2019	CANCELLATION OF DEPOSIT FOR USE OF C	0.00	50.00	
	<u>100-0000-4590-0000</u>	BUILDING RENTAL	CANCELLATION OF DEPOSIT FOR		50.00	
2484	VERIZON	08/22/2019	Regular	0.00	1,599.36	103086
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>9834734049</u>	Invoice	08/21/2019	PHONE UTILITY - PD AIR CARDS	0.00	1,392.52	
	<u>100-1230-7015-0000</u>	TELEPHONE	PHONE UTILITY - PD AIR CARDS		1,392.52	
<u>9834920089</u>	Invoice	08/21/2019	IPADS - 1550	0.00	76.02	
	<u>100-1230-7015-0000</u>	TELEPHONE	IPADS - 1550		76.02	
<u>9834920090</u>	Invoice	08/21/2019	IPADS - 3100	0.00	76.02	
	<u>100-1230-7015-0000</u>	TELEPHONE	IPADS - 3100		76.02	
<u>9834920091</u>	Invoice	08/21/2019	IPADS - 1550/6050	0.00	54.80	
	<u>100-1230-7015-0000</u>	TELEPHONE	IPADS - 1550/6050		54.80	
2518	VULCAN MATERIALS	08/22/2019	Regular	0.00	153.92	103087
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>72280564</u>	Invoice	08/22/2019	ASPHALT & SUPPLIES	0.00	153.92	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	ASPHALT & SUPPLIES		153.92	
3422	WAXIE SANITARY SUPPLY	08/22/2019	Regular	0.00	1,829.40	103088
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>78400374</u>	Invoice	08/21/2019	BUILDING SUPPLIES	0.00	183.38	
	<u>100-6000-7085-6040</u>	BLDG MAINT - POLICE DE	BUILDING SUPPLIES		183.38	
<u>78400374 CREDIT</u>	Credit Memo	08/21/2019	RETURNED GOODS	0.00	-98.29	
	<u>100-6000-7085-6040</u>	BLDG MAINT - POLICE DE	RETURNED SUPPLIES		-98.29	
<u>78419949</u>	Invoice	08/21/2019	BUILDING SUPPLIES	0.00	163.43	
	<u>100-6000-7085-6040</u>	BLDG MAINT - POLICE DE	BUILDING SUPPLIES		163.43	
<u>78422788</u>	Invoice	08/21/2019	BUILDING MAINTENANCE	0.00	223.64	
	<u>750-7000-7085-0000</u>	BUILDING SUPPLIES/MAI	BUILDING MAINTENANCE		223.64	
<u>78448207</u>	Invoice	08/21/2019	BUILDING SUPPLIES	0.00	803.90	
	<u>100-6000-7085-6060</u>	BLDG MAINT- 713 W 4TH	BUILDING SUPPLIES		803.90	
<u>78451753</u>	Invoice	08/21/2019	BUILDING SUPPLIES	0.00	164.52	
	<u>750-7000-7085-0000</u>	BUILDING SUPPLIES/MAI	BUILDING SUPPLIES		164.52	
<u>78468677</u>	Invoice	08/21/2019	BUILDING SUPPLIES	0.00	388.82	
	<u>750-7000-7085-0000</u>	BUILDING SUPPLIES/MAI	BUILDING SUPPLIES		388.82	
2536	WELDORS SUPPLY AND STEEL CO	08/22/2019	Regular	0.00	73.60	103089
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>12041</u>	Invoice	08/21/2019	VEHICLE MAINTENANCE	0.00	73.60	
	<u>750-7400-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		73.60	
2543	WHOLESALE SHUTTER COMPANY INC	08/22/2019	Regular	0.00	407.50	103090
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>24298-2</u>	Invoice	08/21/2019	BUILDING MAINTENANCE	0.00	407.50	
	<u>100-6000-7085-6041</u>	BLDG MAINT - POLICE AN	BUILDING MAINTENANCE		407.50	
2546	WILLDAN ENGINEERING	08/22/2019	Regular	0.00	73,315.74	103091



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		
002-20935	Invoice	06/30/2019	May and June Invoices	0.00	29,745.00	
	<u>100-2150-7063-0000</u>	PLAN CHECK FEES	May and June Invoices		29,745.00	
002-20936	Invoice	06/30/2019	May and June Invoices	0.00	6,278.00	
	<u>100-2150-7063-0000</u>	PLAN CHECK FEES	May and June Invoices		6,278.00	
002-21078	Invoice	06/30/2019	May and June Invoices	0.00	30,960.00	
	<u>100-2150-7063-0000</u>	PLAN CHECK FEES	May and June Invoices		30,960.00	
002-21079	Invoice	06/30/2019	May and June Invoices	0.00	6,332.74	
	<u>100-2150-7063-0000</u>	PLAN CHECK FEES	May and June Invoices		6,332.74	
2911	WILMINGTON TRUST, N.A.	08/22/2019	Regular	0.00	10,000.00	103092
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>20190726-66187-</u>	Invoice	08/21/2019	TRUSTEE'S FEE - 123239-000 BMT 93-1 IA	0.00	2,000.00	
	<u>250-0000-7051-0000</u>	TRUSTEE FEES	TRUSTEE'S FEE - 123239-000 B		2,000.00	
<u>20190726-66191-</u>	Invoice	08/21/2019	TRUSTEE'S FEE - 123223-000 BMT 93-1 IA	0.00	2,000.00	
	<u>250-0000-7051-0000</u>	TRUSTEE FEES	TRUSTEE'S FEE - 123223-000 B		2,000.00	
<u>20190726-66194-</u>	Invoice	08/21/2019	TRUSTEE'S FEE - 123240-000 BMT 93-1 IA	0.00	2,000.00	
	<u>250-0000-7051-0000</u>	TRUSTEE FEES	TRUSTEE'S FEE - 123240-000 B		2,000.00	
<u>20190726-66198-</u>	Invoice	08/21/2019	TRUSTEE'S FEE - 123221-0000 BMT 93-1 I	0.00	2,000.00	
	<u>250-0000-7051-0000</u>	TRUSTEE FEES	TRUSTEE'S FEE - 123221-0000 B		2,000.00	
<u>20190726-66203-</u>	Invoice	08/21/2019	TRUSTEE'S FEE - 121032-013 BMT 93-1 IA	0.00	2,000.00	
	<u>250-0000-7051-0000</u>	TRUSTEE FEES	TRUSTEE'S FEE - 121032-013 B		2,000.00	
2946	Z & K CONSULTANTS, INC.	08/22/2019	Regular	0.00	1,320.00	103093
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>4</u>	Invoice	08/21/2019	CONSULTING SERVICES	0.00	1,320.00	
	<u>710-0000-7068-0000</u>	CONTRACTUAL SERVICE	CONSULTING SERVICES		1,320.00	
3675	ZENITH AMERICAN SOLUTIONS	08/22/2019	Regular	0.00	6.14	103094
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>PD 08/02/19-08/</u>	Invoice	08/21/2019	OPTIONAL EMPLOYEE BENEFIT	0.00	6.14	
	<u>100-0000-2085-0000</u>	ZENITH WITHHOLDING	OPTIONAL EMPLOYEE BENEFIT		6.14	
3457	ZONAR SYSTEMS	08/22/2019	Regular	0.00	3,786.00	103095
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>SI398511</u>	Invoice	06/30/2019	Zonar- Electronic Data Inspection Collecti	0.00	3,300.00	
	<u>760-0000-7068-0000</u>	CONTRACTUAL SERVICE	Zonar- Electronic Data Inspectio		3,300.00	
<u>SI420624</u>	Invoice	08/22/2019	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	



Check Report						
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>750-8200-7068-0000</u>	CONTRACTUAL SERVICES	ELECTRONIC DATA INSPECTION		25.58	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	248	115	0.00	941,380.14
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	2	2	0.00	3,296.66
	250	118	0.00	944,676.80

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	248	115	0.00	941,380.14
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	2	2	0.00	3,296.66
	250	118	0.00	944,676.80

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	8/2019	944,676.80
			944,676.80

Payment Reversal Register

APPKT01083 - 20190819 JM CHECK VOID



City of Beaumont, CA

Canceled Payables

Vendor Set: 01 - Vendor Set 01

Bank: APBNK - AP Bank

Vendor Number	Vendor Name				Total Vendor Amount
<u>2311</u>	SOUTHERN CALIFORNIA EDISON				-31,662.38
Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
Check	<u>102960</u>	08/15/2019	08/15/2019	08/15/2019	-31,662.38
Payable Number:	Description	Payable Date	Due Date		Payable Amount
<u>08/15/19</u>	ELECTRIC UTILITY	08/15/2019	08/15/2019		29,809.16
<u>7590224263</u>	LINE EXTENSION RISER METER & SERVICE TO PEDESTAL	08/14/2019	08/14/2019		1,853.22

Bank Code Summary

Bank Code	Canceled Payables	Payables Left To Pay Again	Total
APBNK	-31,662.38	0.00	-31,662.38
Report Total:	-31,662.38	0.00	-31,662.38

Payment Reversal Register

APPKT01080 - 20190815 JM CHECK VOIDS



City of Beaumont, CA

Canceled Payables

Vendor Set: 01 - Vendor Set 01

Bank: APBNK - AP Bank

Vendor Number	Vendor Name				Total Vendor Amount
<u>1248</u>	CGIA REGISTRATION				-325.00
Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
Check	<u>102644</u>	07/19/2019	07/19/2019	07/18/2019	-325.00
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
<u>08/13/19-08/16/19</u>	CGIA ANNUAL GANG CONFERENCE REGISTRATION	07/18/2019	07/18/2019	325.00	

Vendor Number	Vendor Name				Total Vendor Amount
<u>1273</u>	CHRISTOPHER CREWS				-1,969.00
Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
Check	<u>102647</u>	07/19/2019	07/19/2019	07/18/2019	-957.88
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
<u>08/13/19-08/16/19</u>	TRAVEL REIMBURSEMENTS	07/18/2019	07/18/2019	957.88	

Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
Check	<u>102860</u>	08/08/2019	08/08/2019	08/07/2019	-1,011.12
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
<u>08/19/19-08/22/19</u>	TRAVEL REIMBURSEMENT	08/07/2019	08/07/2019	1,011.12	

Vendor Number	Vendor Name				Total Vendor Amount
<u>2135</u>	RESOURCE BUILDING MATERIALS				-381.45
Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
Check	<u>102836</u>	08/02/2019	08/02/2019	06/30/2019	-187.78
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
<u>2642110</u>	DEPARTMENT SUPPLIES	06/18/2019	06/30/2019	187.78	
Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
Check	<u>102886</u>	08/08/2019	08/08/2019	06/30/2019	-193.67
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
<u>2642110-2</u>	DEPT SUPPLIES	06/18/2019	06/30/2019	193.67	

Bank Code Summary

Bank Code	Canceled Payables	Payables Left To Pay Again	Total
APBNK	-2,675.45	0.00	-2,675.45
Report Total:	-2,675.45	0.00	-2,675.45



MINUTES
 City Council Meeting
 Tuesday, August 20, 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 5:01 p.m.

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

1. Public Comments Regarding Closed Session
No speakers
2. Conference with Legal Counsel Regarding Anticipated Litigation Pursuant to Government Code Section 54956.9(d)(2) and/or (3) - One Potential Case
No reportable action.
3. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8 for Property Known as Vacant Land APN 418-190-004, 005, 006, and 007. Agency Negotiator: City Manager Todd Parton or his Designee. Negotiating Parties: City of Beaumont and MJC Investment Property I, LLC. Under Negotiation: Price and Terms
No reportable action.
4. Existing Litigation - Pursuant to Government Code Section 5459.9(d)(1): City of Beaumont/Successor Agency to the Redevelopment Agency of the City of Beaumont v., California Department of Finance, et. al. Sacramento County Case No. 34-2019-80003049
Motion to not appeal the court’s decision was made by Council Member White
Seconded by Council Member Lara
Council Member White, Council Member Lara and Mayor Pro Tem Santos voted not to appeal.
Council Member Carroll and Mayor Martinez voted to appeal.
The motion NOT TO APPEAL THE COURT RULING passed by a 3-0 vote.

5. Conference with Legal Counsel Regarding Anticipated/Existing Litigation — Pursuant to Government Code Section 54956.9(d)(1)and/or(2) and/or (3). (Worker's Compensation Case No. COBM -0002, -0010, and -0024)
No reportable action.

Adjourn to Closed Session

REGULAR SESSION

CALL TO ORDER at 6:18 p.m.

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

Absent: Mayor Martinez (will be in attendance later in the evening)

Report out from Closed Session: *see above*

Action on any Closed Session items: *see above*

Action on any requests for excused absence: **Mayor Martinez will be back in attendance later in the evening.**

Pledge of Allegiance

Approval/Adjustments to Agenda: **None**

Conflict of Interest Disclosure: **Council Member Carroll and Mayor Pro Tem Santos will have a conflict with a portion of Item 18.**

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 Council from discussing or taking actions brought up by your comments.

J. James - *Expressed concerns regarding weed abatement, traffic issues and train noise.*

M. Daniel - *Expressed concerns regarding the post office and the need for a new one.*

D. Green - *Gave an update regarding the State Route 60 expansion project.*

L. Kimball - *Thanked PD for the radar trailer and asked that it be placed in front of Sundance Elementary and expressed concerns regarding peddlers.*

R. Roy - *Expressed concerns regarding existing committees and asked that additional committees be formed.*

CONSENT CALENDAR

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

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

1. Ratification of Warrants

2. Approval of Minutes
3. Performance Bond Acceptance and Security Agreement Approval for William Lyon Homes, LLC, for Sewer Lift Station Improvements within the Olivewood Specific Plan Residential Development
4. Bond Exoneration for Bond No. 906000958 – LINC Community Development Corporation
5. Declaration of Surplus Property and Request for Disposal
6. Revision to the Short Range Transit Plan Fiscal Year 2019-2020 - Table 4
7. City Council Travel Expense Budget

Moved by Nancy Carroll

Seconded by Mike Lara

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

Mayor Martinez

To approve the Consent Calendar.

Approved by a 4-0 vote

PUBLIC HEARINGS

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

ACTION ITEMS

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

8. Support Letter for Proposed U.S. Bicycle Route 85 through the City of Beaumont

Motion by Lloyd White

Second by Mike Lara

Table the item for further research.

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

Mayor Martinez

Approved by a 4-0 vote.

9. Fiscal Year 2019-20 Development Impact Mitigation Fee Program Adjustments Pursuant to Ordinances 1087, 1092, 1095 and Resolution 2017-23

Motion by Mike Lara

Second by Lloyd White

Council Member White

Council Member Lara

Council Member Carroll
 Mayor Pro Tem Santos
 absent Mayor Martinez

To receive and file the report, and direct the City Manager to update the Development Fee Schedule effective January 1, 2020, to reflect the adjusted fees pursuant to Ordinances 1092 and 1095, and Resolution 2017-23.

Approved by a 4-0 vote.

10. Finance and Audit Committee Tasks

Public Comment:

R. Roy - Stated that there is no committee participation and asked a revision of the municipal code regarding the Finance and Audit Committee.

Consensus to give direction to staff and the committee to evaluate the investment policy, telecommunication security, CFD training with local realtors, a CFD Q&A, assistance with audit RFPs, other City financial 101 training, grants reporting, evaluate policy procedures and asked that the committee prioritize these suggestions.

11. Review Telecommunication Audit and Authorize Contract Extension with Frontier

Motion by Mike Lara

Second by Rey Santos

Council Member White
 Council Member Lara
 Council Member Carroll
 Mayor Pro Tem Santos
 absent Mayor Martinez

To authorize City Manager to sign 36-month contract with Frontier Communications for analog and telecommunication services, and approve the Verizon wireless month to month agreement for wireless cell phones.

Approved by a 4-0 vote.

12. Approval of Requisitions Greater than \$25,000 in Accordance with City of Beaumont Purchasing Ordinance

Motion by Mike Lara

Second by Lloyd White

Council Member White
 Council Member Lara
 Council Member Carroll
 Mayor Pro Tem Santos
 absent Mayor Martinez

To approve listed requisitions greater than \$25,000.

Approved by a 4-0 vote.

13. Approve the Purchase of Three Ford F-550 Entourage Type E Buses in an Amount Not-To-Exceed \$700,000 Using Previously Awarded State Transit Assistance Funds

Motion by Lloyd White

Second by Mike Lara

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

absent Mayor Martinez

To award the bid to A to Z Bus Sales for the purchase of three Glaval Ford F-550 Entourage Type E style buses and authorize staff to issue a purchase order in an amount not-to-exceed \$700,000.

Approved by a 4-0 vote.

14. Request for Proposals for Consulting Services to Prepare a Comprehensive Operations Analysis of the City of Beaumont's Public Transit System

Public Comment:

R. Roy - Thanked Elizabeth for her work in transit and suggested that the data collection include non-riders and active transportation.

D. Vera - Asked for a connection across the freeway.

Consensus to give direction to staff to gather data on non-riders and to reach out to RTA on such data.

15. Approval of Cal Fire Invoice for April – June 2019 Services

Motion by Lloyd White

Second by Rey Santos

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

absent Mayor Martinez

To approve Invoice No. 233375 in the amount of \$975,693.73.

Approved by a 4-0 vote.

16. Update on the Proposed 6th Cycle RHNA Methodology

Consensus to give direction to staff to submit a letter of support to SCAG and WRCOG for method option No. 2.

17. Receive a Report from Urban Futures, Inc., Regarding a Fiscal Review and Analysis of the City of Beaumont's Tax Sharing Resolution with the County of Riverside and Provide Direction to City Staff

Consensus to accept the report and provide direction to City staff to research data.

18. Establishment of Street Light Maintenance Program for the Four Seasons, Solera and Tournament Hills Subdivisions

City Treasurer Ginnetti recused himself during discussion.

Public Comment opened at 9:10 p.m.

J. Cooley - *Representing the Four Seasons HOA read a written note from L. Tavernetti which expressed concerns regarding costs to the tax payer for street light maintenance.*

Public Comment closed at 9:13 p.m.

Motion by Mike Lara

Second by Julio Martinez

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

Mayor Martinez

To establish a protocol for the maintenance of street lights within the Four Seasons subdivision.

Approved by a unanimous vote.

Council Member Carroll, Mayor Pro Tem Santos, and City Clerk Mehlman recused themselves for the discussion and motion.

Motion by Mike Lara

Second by Lloyd White

Council Member White

Council Member Lara

recused_ Council Member Carroll

recused_ Mayor Pro Tem Santos

Mayor Martinez

To establish a protocol for the maintenance of street lights within the Solera subdivision.

Approved by a 3-0 vote.

Mayor Pro Tem Santos recused himself on this discussion and motion.

Motion by Mike Lara

Second by Lloyd White

Council Member White

Council Member Lara

Council Member Carroll

recused_ Mayor Pro Tem Santos

Mayor Martinez

To establish a protocol for the maintenance of street lights within the Tournament Hills subdivision.

Approved by a 4-0 vote.

19. Update Regarding the West Side Fire Station Construction Project

20. Legislative Updates and Discussion

COUNCIL REPORTS

- **Carroll** - *Attended the State of the City.*
- **Lara** - *Attended the BCVPRD meeting and presented them with a thank and a tree and attended the State of the City.*
- **Martinez** - *Thanked Council and staff for their participation with the State of the City presentation.*
- **Santos** - *Attended the State of the City.*
- **White** - *Attended an Eagle Scout ceremony and the State of the City.*

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee report out.

CITY TREASURER REPORT

Finance and Audit Committee report out and thanked Council for direction.

CITY CLERK REPORT

Gave a report of the Public Records Requests for the month of July.

CITY ATTORNEY REPORT

21. Litigation Status Report

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURNMENT

Adjournment of the City Council of the August 20, 2019 Meeting at 9:57 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, September 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.



Staff Report

TO: Mayor and City Council Members

FROM: Carole Kendrick, Senior Planner

DATE: September 3, 2019

SUBJECT: Conduct a Public Hearing and Consideration of Tentative Parcel Map No. 37791 (PW2019-0005) for a Request to Subdivide 8.93 Acres into Two (2) Parcels with an Existing Storage Facility on a 5.28-Acre Parcel and a 3.65-Acre Vacant Parcel for Financing and Conveyance Purposes Only Located North of East First Street, South of East Second Street, East of Pennsylvania Avenue and West of Commerce Way at 1422 East First Street

Background and Analysis:

The subject property is currently partially developed with a storage facility and caretakers' unit. The storage use was approved by the Planning Commission on May 13, 2003, under Plot Plan 03-PP-10. On March 3, 2005, Parcel Map No. 31948 was recorded, and the subject property was included in the subdivision as a remainder parcel, as shown in Attachment F. The subdivision map showed a street called Monmouth Avenue that connected First and Second Streets on the west side of the storage facility. Monmouth Avenue was proposed as an 80-foot-wide street.

Monmouth Avenue was later vacated on March 2, 2006, under Street Vacation 05-5V-02, therefore half widths of the street were returned to the adjacent property owners. The development of the storage facility occurred in 2006, and buildings were constructed within the vacated area. The applicant is currently in the process of refinancing the property and was required to adjust the lot lines to correspond with the existing development and vacant land.

The applicant originally submitted a Lot Line Adjustment (PW2019-0338) on April 11, 2019, with the intention to move the line between Assessor's Parcel Nos. 419-260-044 and 419-260-054. However, the Assessor's Parcel Numbers only represent a tax number and only one legal lot exists, therefore the applicant submitted a Tentative Parcel Map for financing and conveyance purposes only, to subdivide the storage facility and the vacant land east of the facility.

On August 13, 2019, the Planning Commission conducted a public hearing for the proposed subdivision. There was no public testimony and the Commission had minor questions

regarding future development of Parcel 2 and the extension of 2nd Street to the west. The Planning Commission approved a recommendation that the City Council approve Tentative Parcel Map No. 37791 for a two-year period and subject to the conditions of approval.

Approval Authority:

The Beaumont Municipal Code, Section 16.04.020 designates the Planning Commission as the “advisory agency” charged with reviewing and making recommendations on all proposal parcel map land divisions and tentative subdivision maps in the City. Section 16.24.050.A authorizes the Planning Commission to conditionally approval or disapprove all tentative parcel maps and tentative subdivision maps and land divisions and submit to the City Council for final approval.

When a tentative map is required under the Subdivision Map Act (66463.5(a)), an approved or conditionally approved tentative map shall expire 24 months after its approval or conditional approval. The Subdivision Map Act does allow for up to four (4) years of extensions subject to approval by the original approving body.

The project setting can also be seen in the following materials attached to this staff report:



- General Plan Land Use Map (Attachment C)
- Zoning Map (Attachment D)
- Aerial Photograph (Attachment E)

The land uses, zoning, and General Plan land use designations of the project site and surrounding area are shown in the following Table.

	LAND USE	GENERAL PLAN	ZONING
PROJECT SITE	First Street Storage and vacant land	Community Commercial (CC)	Community Commercial (CC)
NORTH	Vacant land	Community Commercial (CC)	Community Commercial (CC)
SOUTH	Existing single-family residential (Seneca Springs)	Single Family Residential (SFR)	Residential Single Family (SFR) & Recreation and Conservation (RC)
EAST	Kohl's	Community Commercial (CC)	San Gorgonio Village Specific Plan (SPA)
WEST	Vacant land	Community Commercial (CC)	Community Commercial (CC)

Analysis:

The applicant is proposing to subdivide 8.93 acres into two (2) lots. Parcel 1 proposes a 5.28-acre lot that encompasses the existing storage facility. The storage facility has 6 buildings and is enclosed by a six (6) foot high block wall. Parcel 1 has existing curb, gutter, sidewalk and landscaping on both First and Second Street. Parcel 2 propose a 3.65-acre lot that is undeveloped except for curb, gutter and sidewalk on First and Second Street. An existing block wall is located on the eastern boundary between the vacant land and Kohl's in addition to the block wall on the proposed western boundary of Parcel 2.

The subject property is zoned Community Commercial (CC). The proposed subdivision would be subject to various development standards in terms of lot width and depth as defined in the Beaumont Municipal Code. Staff has reviewed the proposed subdivision and determined that it complies with the minimum development standards of the Beaumont Municipal Code Section 17.03.090.C. The table below summarizes the required development standards.

DEVELOPMENT STANDARDS	REQUIRED	PARCEL 1	PARCEL 2
Minimum Lot Width	100 feet	459 feet	344 feet
Minimum Lot Depth	100 feet	460 feet	460 feet
Minimum Lot Size	10,000 sq. ft./0.23 acres	229,996 sq. ft./5.28 acres	158,994 sq. ft./3.65 acres

The map is proposed for conveyance/financial purposes only. No development will be allowed until a subsequent development application is approved for Parcel 2.

Public Communications:

Property owners located within a 300-foot radius of the project site were notified of the public hearing on August 23, 2019, with a 10 day hearing notice in addition to a public notice in the Press Enterprise. The Planning Department has not received any letters of comment from the public as of the writing of this report. Any comments received prior to the time of the scheduled City Council hearing will be provided to the Council at the time of the meeting.

CEQA Review:

This project is exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15315 (four or fewer parcels) in that information contained in the project file and documents incorporated herein by reference demonstrates that: Tentative Parcel Map No. 37791 (PM2019-0005) is consistent with the Community Commercial (CC) General Plan designation and all applicable General Plan policies as well as the applicable zoning designation of Community Commercial (CC); the proposed project site is located within the boundaries of the City of Beaumont; Tentative Parcel Map No. 37791 (PM2019-0005) has no value as habitat for endangered, rare or threatened species; there is no substantial evidence in the record that Tentative Parcel Map No. 37791 (PM2019-0005) will result in significant effects related to traffic, noise, air quality or water quality in that the proposed design incorporates and otherwise is subject to air and water quality resource agency design requirements to avoid harmful effects; and the site is or can be adequately served by all required utilities and public services. As such, the project meets the criteria for application of a Class 15 (Minor Land Divisions) Categorical Exemption under the CEQA Guidelines. Additionally, none of the exceptions provided in CEQA Guidelines Section 15300.2 apply to this project.

Incorporated herein by Reference:

- City of Beaumont General Plan
- City of Beaumont Zoning Ordinance
- Project Site's Riverside Conservation Authority Multi-Species Habitat Conservation Plan Informational Map
- Contents of City of Beaumont Planning Department Project File PM2019-0005, PW2019-0338, 05-5V-02 and 03-PP-10

Fiscal Impact:

The proposed subdivision has no financial impact.

Recommendation:

1. Hold a Public Hearing, and
2. Approve Tentative Parcel Map No. 37791 (PM2019-0005) for a two-year period, subject to the attached conditions of approval, and
3. Direct staff to prepare a Notice of Exemption for the applicant to record with the County Clerk.



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Draft Conditions of Approval](#)

[Attachment B - Tentative Parcel Map 37791](#)

[Attachment C - General Plan Land Use Designation](#)

[Attachment D - Zoning Map](#)

[Attachment E - Aerial Photograph](#)

[Attachment F - Parcel Map 31948](#)



**CITY OF BEAUMONT
PLANNING DEPARTMENT
CONDITIONS OF APPROVAL**

**TENTATIVE PARCEL MAP NO. 37791
(PM2019-0005) TO SUBDIVIDE 8.93 ACRES
INTO TWO (2) PARCELS LOCATED ON THE
NORTH SIDE OF FIRST STREET, SOUTH
SIDE OF SECOND STREET AND WEST OF
COMMERCE WAY AT 1422 EAST FIRST
STREET. (APN 419-260-044 & 419-260-054)**

<p>CITY COUNCIL APPROVAL DATE:</p> <p>DRAFT</p>

STANDARD CONDITIONS

1. The following conditions of approval are for TENTATIVE PARCEL MAP NO. 37791 (PM2019-0005).
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. 37791** 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 future applications 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 delinquent property taxes, special taxes and/or any other assessments shall be paid to the Riverside County Tax Collectors Office.

Conditions of Approval
TPM37791 (PM2019-0005)
Page 3

14. 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.

PUBLIC WORKS

Section 1 – General

- 1.1 The design of public infrastructure elements shall conform to the requirements of the City General Plan, Water Quality Management Plan, City of Beaumont Master Plans, City of Beaumont Standards, Caltrans Standard Specifications and the Standard Specifications for Public Works Construction, current edition, as required by the City Engineer. Grading work outside of road right of way shall conform to the latest edition of California Building Code and the City of Beaumont standards and practices. All existing utilities that will be abandoned shall be removed and called out on plans for removal.
- 1.2 The following plans and reports, if required, shall be prepared by a competent California licensed civil engineer prior to any site development. All required plans shall be drawn in ink at appropriate scales on mylar sheets as approved by the City Engineer. At approval of the plans, digital copies of the signed/approved shall be given to the City on a CD in PDF format. Upon request of the City, the AutoCAD files for the plans shall also be submitted to the City.
- 1.3 The developer shall pay all applicable fees relating to the development, at the time of development. Applicable Fees shall consist of but not be limited to improvement plan review fees, construction inspection fees, TUMF fees, sewer connection fees, local development impact fees, and Beaumont Unified School District fees.
- 1.4 Advisory – Upon development, developer shall submit the following Plans:
 - A. Street Improvement Plans
 - B. Rough Grading and Precise Grading Plans – Rough grading plans shall include erosion/sediment control plans
 - C. Water, Sewer, and Storm Drain Improvement Plans
 - D. Wall and Fence Plans

**Conditions of Approval
TPM37791 (PM2019-0005)
Page 4**

- E. Landscape and Irrigation Plans
 - F. Street Lighting Plans
 - G. Storm Water Pollution Prevention Plan shall be prepared and approved by the California State Water Quality Control Board, Santa Ana Region prior to any site grading.
 - H. Water Quality Management Plan
- 1.5 Final maps shall meet all requirements of the Beaumont Municipal Code, and shall include the following:
- A. Existing easements and proposed easements within the Tract. Utility easements may be required for City maintenance purposes. Developer shall give City appropriate utility easements.
 - B. All street right-of-way
 - C. All required off-site Right of Way shall be acquired by the developer pursuant to the Subdivision Map Act and the Beaumont Municipal Code and dedicated to the City at no cost.
- 1.6 The following reports are required:
- A. A preliminary title report accompanied by copies of all recorded documents cited therein shall be submitted to the City Engineer for review along with the first submittal of the final map for checking.
 - B. A preliminary soils report prepared by a competent California licensed geotechnical engineer or civil engineer skilled in soils/foundation investigations shall be submitted for review to the City Engineer along with the first submittal of grading plans, street improvements plans and /or other improvement plans for review. Within the required soils report special attention shall be directed to the rippability of the proposed road cuts and stability of manufactured slopes. The geotechnical engineer shall determine the setback requirements to support loading without failures in the soil mass.

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TPM37791 (PM2019-0005)
Page 5

- C. Any grading and/or utility excavations and backfilling, both on and off site, shall be done under the continuous direction of a licensed geotechnical/civil engineer who shall obtain all required permits and submit reports on progress and test results to the City Engineer for review and approval as determined by the City. Upon completion of all soils related work, the geotechnical engineer shall submit a final report to the City Engineer for review and approval, which may require additional tests at the expense of the developer. Permits to build structures will not be issued until a report has been submitted by a geotechnical engineer and approved by the City Engineer attesting to the sufficiency of all building pads to sustain proposed foundation loading and graded in compliance with the geotechnical recommendations.

- D. Advisory – Upon development of Parcel 2 a hydrology/hydraulics report shall be prepared and approved prior to the issuance of a construction permit. Said report shall be based upon methodology which is acceptable to the City Engineer, and shall address the potential 10-year and 100-year storm event impacts of local drainage upon the project as well as downstream impacts resulting from the project, and shall identify the level of responsibility of the project in correcting downstream problems. The report shall be submitted for review to the City Engineer along with the first submittal of Street Plans and/or other improvement plan for review.

1.7 The following Fees are required:

- A. At the time of first submittal of final map, the developer shall pay to the City of Beaumont all applicable fees based on City requirements.

- B. At the time of requesting recordation of final map, the developer shall provide securities to guarantee setting final survey monumentation within the tract map. Final monumentation certificates shall be provided by the developer to the City Engineer ensuring monuments were set within the tract map.

- C. Prior to the issuance of any permits to construct any public improvements, the developer shall pay to the City of Beaumont all applicable fees.

- D. Prior to the issuance of any permits to construct any public improvements, the developer shall provide securities to guarantee completion of construction and payment of labor and materials in accordance with the Beaumont Municipal Code.

Conditions of Approval
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Page 6

Section 2 – Street Improvements

- 2.1 Advisory – Prior to issuance of any future building permits, any required off-site street improvements shall be approved and developer shall provide securities to guarantee completion of construction and payment of labor and materials in accordance with the Beaumont Municipal Code.

Section 3– Sewer Improvements

- 3.1 Advisory – Prior to issuance of any future building permits, any required off-site street improvements shall be approved and developer shall provide securities to guarantee completion of construction and payment of labor and materials in accordance with the Beaumont Municipal Code.

Section 4 – Water Improvements

- 4.1 Advisory – Any future entitlements and/or developments shall comply with the requirements of the Beaumont Cherry Valley Water District.
- 4.2 Developer shall be responsible for obtaining potable water and reclaimed water for future development.

Section 5 – Storm Drain Improvements

- 5.1 The stormwater generated within the future development shall be captured into appropriate drainage facilities. The stormwater shall be treated per the requirements of the WQMP. The drainage facilities shall be designed to accommodate a 100-year storm flow event.
- 5.2 Advisory – Prior to entitlement for any future development and/or building permits, a Hydrology/Hydraulics report shall be submitted to the Public Works department. The report shall include the amount of stormwater flow that is generated for a 10-year and 100-year storm flow event. Drainage areas shall be clearly delineated and show the direction of flow into the appropriate drainage facilities.

Section 6 – NPDES and Water Quality

- 6.1 Advisory – Any future development will require a National Pollutant Discharge Elimination System (NPDES) Construction General Permit for storm water discharges

Conditions of Approval
TPM37791 (PM2019-0005)
Page 7

associated with construction activities as directed by the California Water Resources Control Board.

- 6.2 Advisory – Prior to entitlement for any future development, a preliminary project-specific Water Quality Management Plan (WQMP) shall be submitted to Public Works Department. The WQMP shall be approved prior to the issuance of a grading permit. The WQMP shall incorporate, but not limited to, the following: site design BMP's, applicable source control BMP's, treatment control BMP's, long term operation and maintenance requirements, and inspection and maintenance checklist. Maintenance and funding requirements shall be outlined in the WQMP for the maintenance of the development BMP's. The post construction Best Management Practices (BMPs) outlined in the approved final project-specific WQMP shall be incorporated in the improvement plans.

Section 7 – Onsite Improvements and Grading

- 7.1 No on-site grading is proposed. No on-site improvements and/or grading on Parcel 2 will be allowed prior to entitlement for any future development.

END CONDITIONS

ENGINEER'S STATEMENT

THIS TENTATIVE PARCEL MAP WAS PREPARED UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, ALL EASEMENTS OF RECORD ARE SHOWN PER THE TITLE REPORT DATED 2/11/2019 BY OLD REPUBLIC TITLE COMPANY.

David Currington 8/05/19 DATE
DAVID CURRINGTON, R.C.E. 58883

P.M. 31948
P.M.B. 212 / 11-17 VACANT

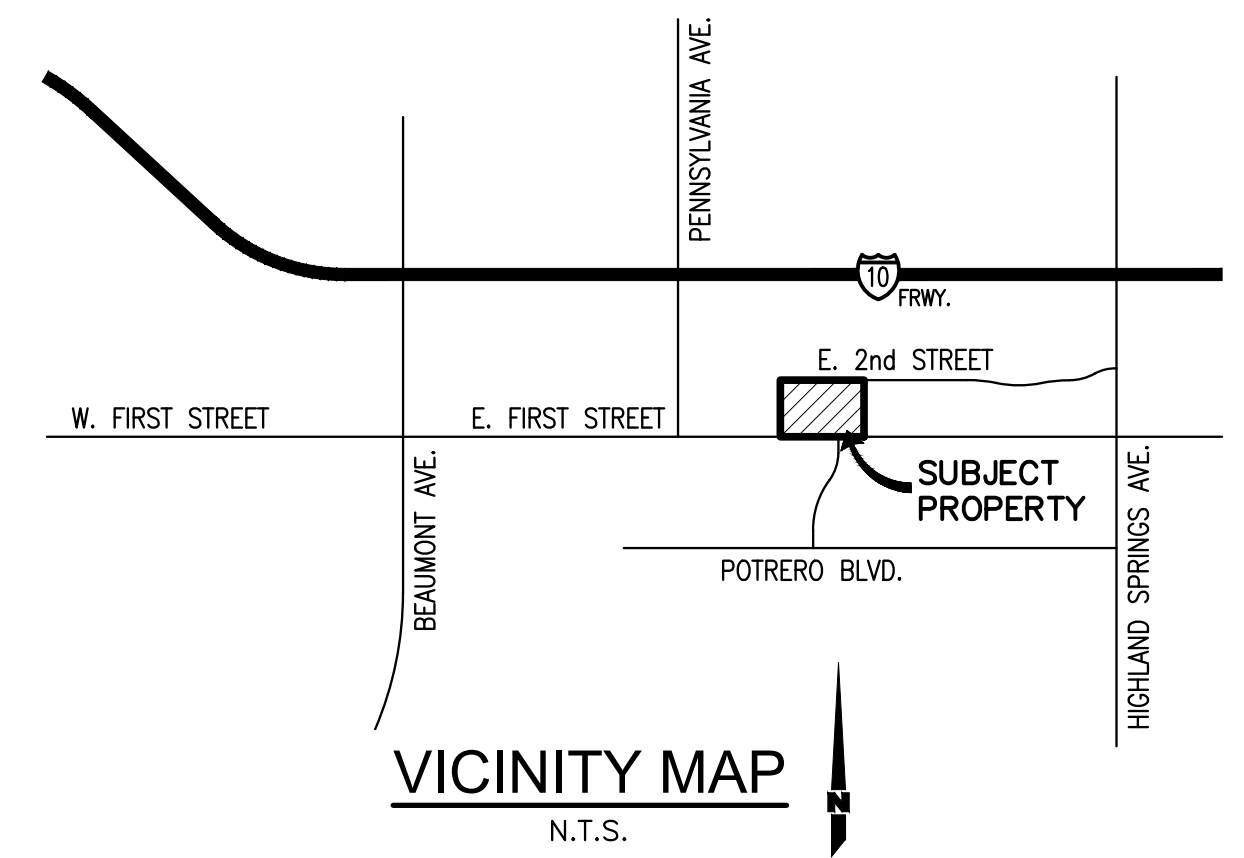
FLOOD HAZARD NOTE

SUBJECT PROPERTY IS LOCATED WITHIN ZONE "X" AS INDICATED ON FEMA FIRM PANEL 812 OF 3805 MAP NO. 06065C0812G, AUG. 28, 2008. ZONE "X" IS SUBJECT TO 0.2% CHANCE OF ANNUAL FLOODING HAZARD. AREAS OF 1% ANNUAL CHANCE OF FLOOD WITH AN AVERAGE DEPTH OF LESS THAN ONE FOOT OR WITH DRAINAGE AREA OF LESS THAN ONE SQUARE MILE.

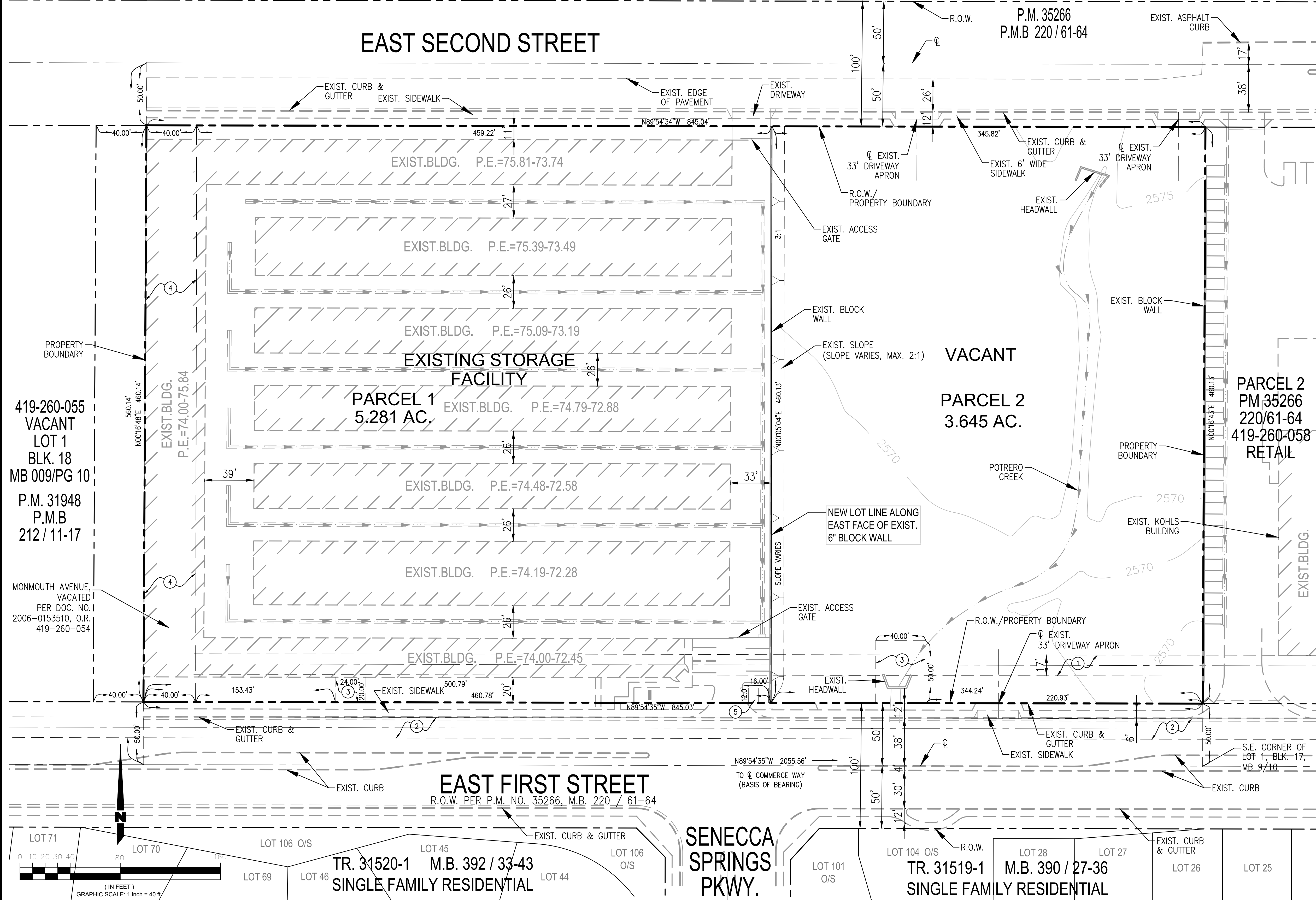
P.M. 36505
P.M.B. 234 / 90-91 VACANT

TENTATIVE PARCEL MAP 37791
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FIRST STREET STORAGE
AUGUST 2019

P.M. 36505
P.M.B. 234 / 90-91 VACANT



EAST SECOND STREET



GENERAL NOTES

AREA: 388,821 SF, 8,926 AC.
APN: 419-260-054 AND 419-260-044
PARCEL 1 AREA: 5,281 AC.
PARCEL 2 AREA: 3,645 AC.
CURRENT ZONING: CC (COMMUNITY COMMERCIAL)
PROPOSED ZONING: CC (COMMUNITY COMMERCIAL)
EXISTING LAND USE: SELF STORAGE & VACANT
PROPOSED LAND USE: UNCHANGED PER THIS MAP
THE PROPERTY SHOWN HEREON CONSTITUTES THE ENTIRE OWNERSHIP OF CONTIGUOUS LAND
-NO NEW PUBLIC OR PRIVATE STREETS ARE ADDED BY THIS SUBDIVISION
-NO COMMON AREAS OR OPEN SPACE WILL BE DEDICATED BY THIS MAP
-NO GRADING IS PROPOSED BY THIS MAP

UTILITY PROVIDERS

WATER: BEAUMONT/CHERRY VALLEY WATER DISTRICT
560 MAGNOLIA AVENUE
BEAUMONT, CA 92223
951-845-9581
SEWER: CITY OF BEAUMONT
550 E. 6TH STREET
BEAUMONT, CA 92223
951-769-8522
ELECTRICITY: SOUTHERN CALIFORNIA EDISON
7951 REDWOOD AVE.
FONTANA, CA 92336
909-928-8270
PHONE & CATV: FRONTIER CABLE
877-234-3656
SPECTRUM CABLE
300 S. HIGHLAND SPRINGS AVE., STE. 10 B
BANNING, CA 92220
866-271-7664
GAS: SOUTHERN CALIFORNIA GAS COMPANY
251 EAST FIRST STREET
BEAUMONT, CA 92223
800-427-2000

LEGEND

- PROPERTY BOUNDARY
- RIGHT OF WAY
- STREET CENTERLINE
- EXISTING CONTOUR
- EXISTING FLOWLINE
- EXISTING RETAINING WALL
- EXISTING 6" BLOCK WALL
- EXISTING WATERLINE
- EXISTING SEWER
- EXIST. SLOPE W/ SLOPE RATIO
- CONCRETE V-DITCH
- EASEMENT

ABBREVIATIONS

- FS FINISH SURFACE ELEVATION
- PE PAD ELEVATION
- H.P. HIGH POINT
- L.P. LOW POINT
- H=2.5' HEIGHT OF WALL OR D.F.
- T/G TOP OF GRATE INLET
- T/S TOP OF SLOPE
- G.B. GRADE BREAK
- FL FLOWLINE
- RCP REINFORCED CONCRETE PIPE
- CB CATCH BASIN

BASIS OF BEARINGS

ALL BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF N 89°54'35" W ALONG THE CENTERLINE OF FIRST STREET AS SHOWN ON P.M. NO. 35266, M.B. 220 OF PARCEL MAPS PAGES 61-64

OWNER/DEVELOPER

BEAUMONT GROUP LLC/COORG CORPORATION
ILONA NANDA (MANAGER)
PO BOX 1267
ANAHEIM, CA 92815
PHONE: (714) 920-8810
EMAIL: ILONA@COORGUSA.COM

ENGINEER/PREPARER

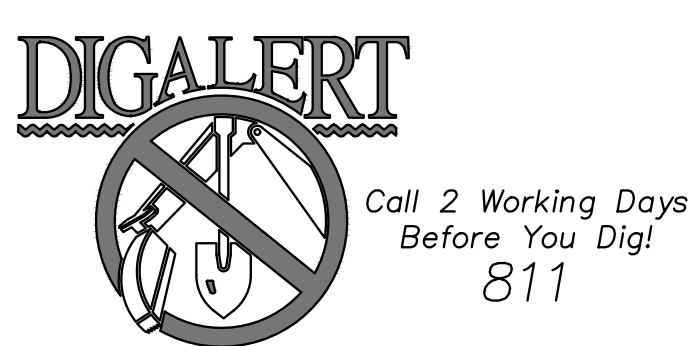
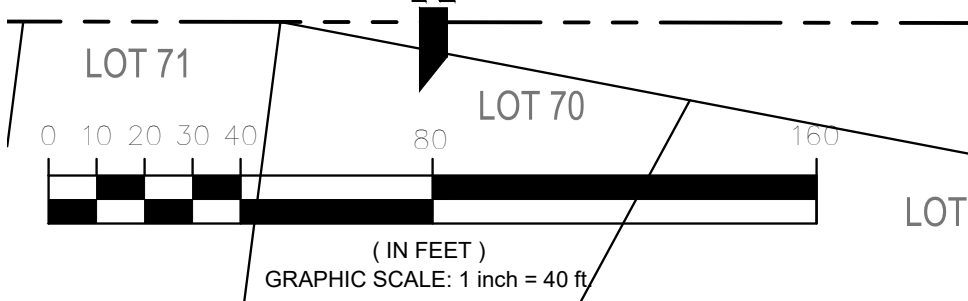
ENGINEERING SOLUTIONS
DAVID CURRINGTON
31600 RAILROAD CANYON RD., SE J
CANYON LAKE, CA 92587
PHONE: (951) 333-1001
EMAIL: davidc@engineeringsolutionsca.com

LEGAL DESCRIPTION

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A SUBDIVISION OF LOT 1 IN BLOCK 17 OF SUBDIVISION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 10 OF MAPS OF SAN BERNARDINO COUNTY, TOGETHER WITH THE EASTERLY ONE-HALF OF MONMOUTH AVENUE AS VACATED AND DESCRIBED IN THE NOTICE OF STREET VACATION 05-5V-02 RECORDED MARCH 2, 2006 AS INSTRUMENT NO. 2006-0153509, OFFICIAL RECORDS OF RIVERSIDE COUNTY. DESCRIBED AS FOLLOWS:

EASEMENT NOTES

- 1 EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES, RECORDED OCTOBER 3, 2007 AS INSTRUMENT NO. 2007-0618261 OF OFFICIAL RECORDS.
- 2 EASEMENT TO SOUTHERN CALIFORNIA GAS COMPANY OF CALIFORNIA FOR GAS PIPELINE RIGHT OF WAY AND ACCESS PURPOSES PER INSTRUMENT RECORDED DECEMBER 27, 1947 IN BOOK 888, PAGE 84 OF OFFICIAL RECORDS. EASEMENT LIES ENTIRELY WITHIN FIRST STREET.
- 3 EASEMENT TO THE CITY OF BEAUMONT FOR STORM DRAIN PURPOSES DEDICATED ON THE MAP OF PARCEL MAP NO. 31948 RECORDED IN P.M. BK. 212, PGS. 11-17
- 4 RIGHTS FOR PUBLIC UTILITIES PIPE LINES OR FACILITIES INSTALLED AND INGRESS/EGRESS TO REPAIR, MAINTAIN & APPROVE WAS RETAINED BY CITY OF BEAUMONT IN THE VACATION OF A PORTION OF MONMOUTH AVE. UPON THE TERMS OF VACATION RECORDED MARCH 2, 2006 AS INSTRUMENT NO. 2006-0153509, OFFICIAL RECORDS
- 5 EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES AS SET FORTH IN A DEED RECORDED OCT. 3, 2007 AS INSTRUMENT NO. 2007-0618261, OFFICIAL RECORDS.



BENCHMARK:

BY	MARK	DESCRIPTION	APPR.	DATE
		REVISIONS		CITY

ENGINEERING SOLUTIONS
David Currington
DAVID G. CURRINGTON
R.C.E. C58883
DATE EXP. 06-30-21

SEAL: REGISTERED PROFESSIONAL ENGINEER
DAVID GLENN CURRINGTON
No. C58883
Exp. 6-30-21
CIVIL
STATE OF CALIFORNIA

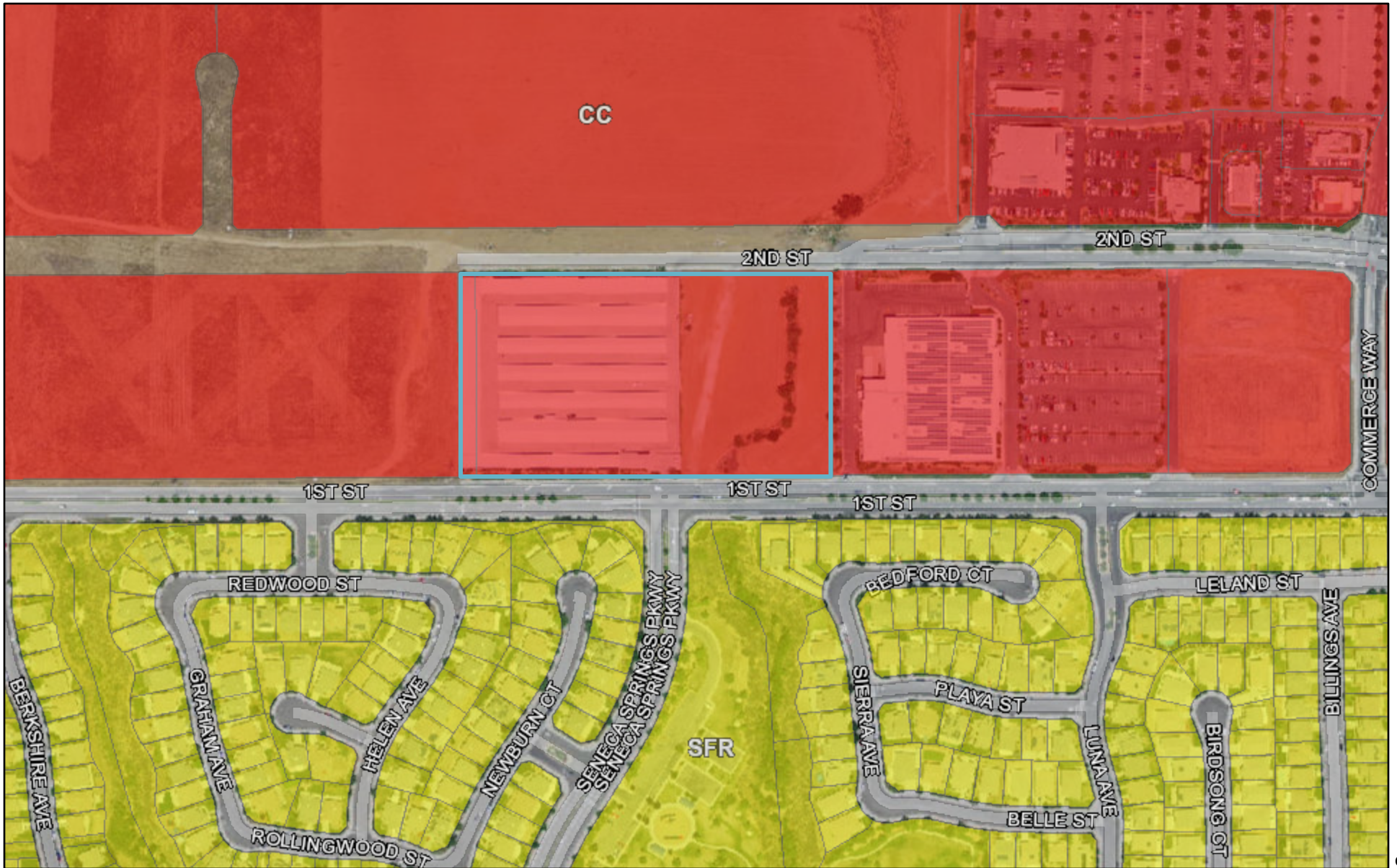
DESIGN BY:
DRAWN BY:
CHECKED BY:
SCALE: 1"=40'
DATE: AUGUST 19, 2019

Reviewed By: _____ Date: _____
Staff Engineer
Recommended for Approval By: _____ Date: _____
Administrative Engineer
Approved By: _____ Date: _____
City Engineer/Director of Public Works
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
TENTATIVE PARCEL MAP 37791
FIRST STREET STORAGE

SHEET
1
OF 1 SHEETS

TPM37791 PM2019-0005 General Plan



7/30/2019 4:15:58 PM

General Plan

Rural Residential

Single-Family Residential

Multi-Family Residential

General Commercial

Community Commercial

Industrial

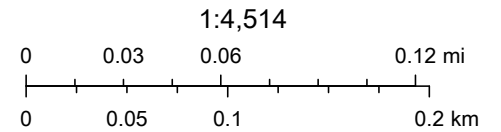
Commercial Industrial Overlay

Urban Village Overlay

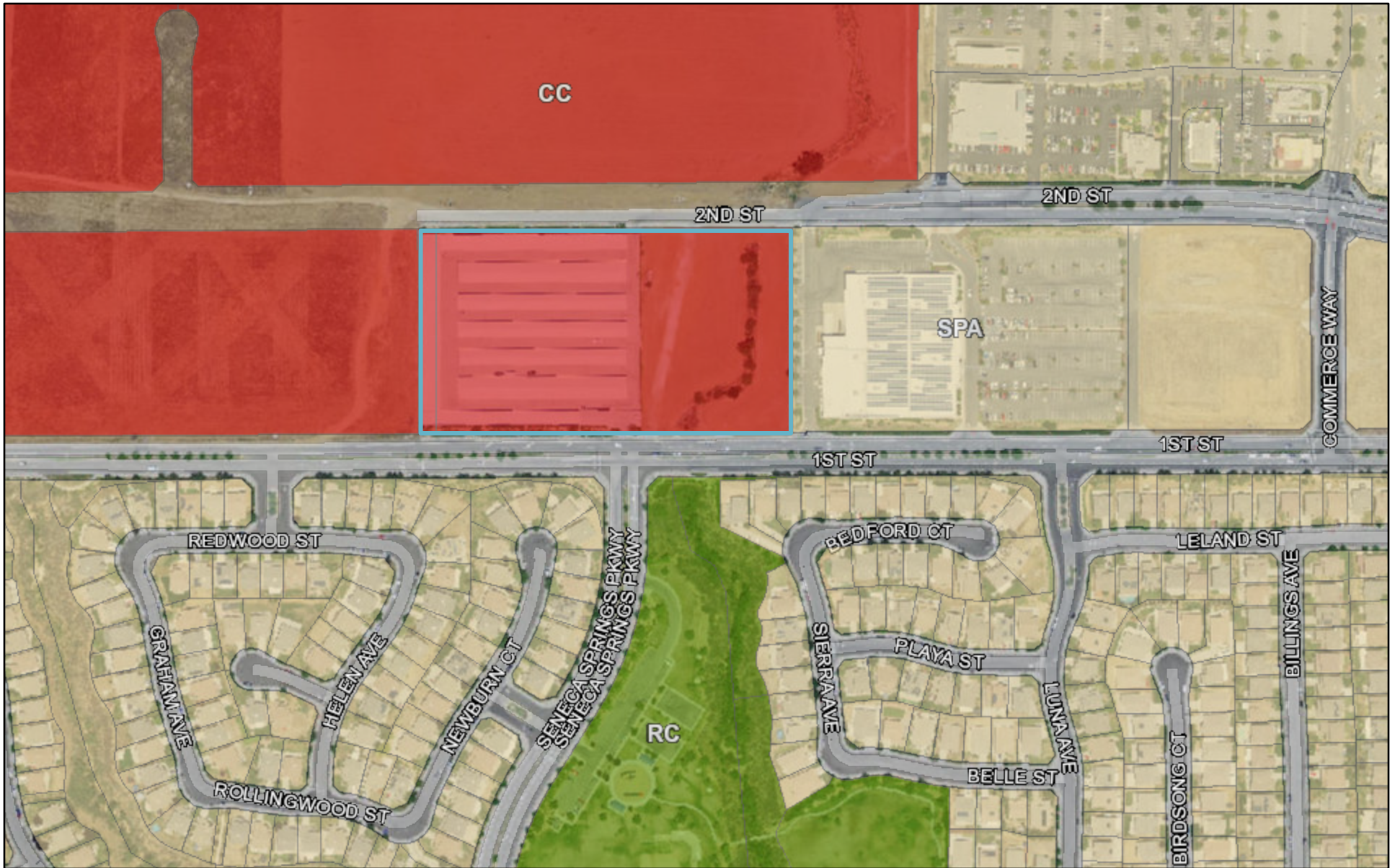
Beaumont Avenue Overlay

Public Facilities

Recreation and Conservation

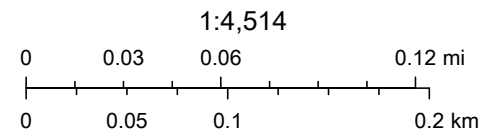


TPM37791 PM2019-0005 Zoning

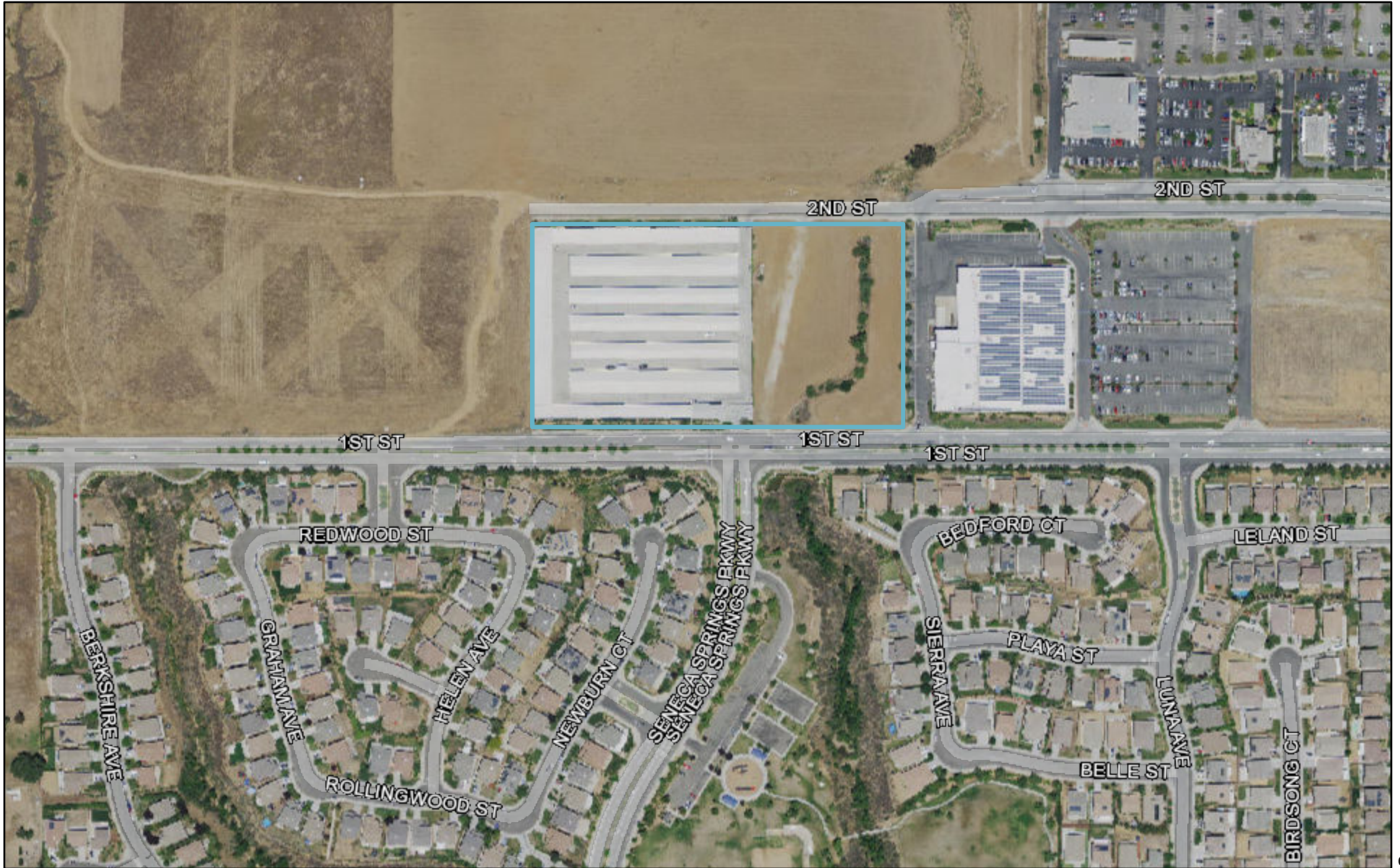


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- | | | | |
|---------------------------|--------------------------|--------------------------|--------------------------|
| Zoning | Residential Multi-Family | Commercial Community | Beaumont Avenue Overlay |
| Rural Residential | Specific Plan Area | Commercial Manufacturing | Mineral Resource Overlay |
| Residential Single-Family | Commercial General | Manufacturing | Public Facilities |

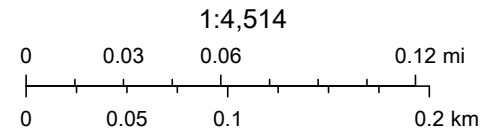


TPM37791 PM2019-0005 Aerial



7/30/2019 4:18:51 PM

-
- Minor Streets
 Labels
- Highways/Major Streets
 City Boundary



2005-0172652
Original

NUMBER OF PARCELS: 4
AREA = 297.90 ACRES GROSS

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 31948

BEING A SUBDIVISION OF A PORTION OF LOT 1 AND LOT 2 OF AMENDED MAP OF A PORTION OF THE SUBDIVISION OF SECTION 11, T.3 S., R.1 W., S.B.M. AS SHOWN BY MAP ON FILE IN BOOK 23, PAGE 73 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH RECORDS OF BEAUMONT AS SHOWN BY MAP ON FILE IN LOT 1, IN BLOCK 176 OF AMENDED MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, AND LOT 1 AND 2, IN BLOCK 17 AND LOT 1, BLOCK 18 OF THE SUBDIVISION OF SECTION 11, T.3 S., R.1 W., S.B.M., RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, AND MAP NO. 2004-07792, O.R., RECORDS OF SAID RIVERSIDE COUNTY

AND LOT LINE ADJUSTMENT FOR PUBLIC USE, FOR STREET AND PUBLIC UTILITY PURPOSES, LOTS 1 THROUGH 9, INCLUSIVE, AS SHOWN HEREON.
WE ALSO HEREBY DEDICATE TO THE CITY OF BEAUMONT EASEMENTS FOR STORM DRAIN PURPOSES, AS SHOWN HEREON.

RECORDER'S STATEMENT SHEET 1 OF 7
FILED THIS 3rd DAY OF March, 2005,
AT 8 A.M. IN BOOK 212 OF PARCEL
MAPS, AT PAGES 11-17, AT THE
REQUEST OF THE CITY CLERK, CITY OF BEAUMONT,
NO. 2005-0172652
FEE \$ 14.00
LARRY W. WARD
COUNTY ASSESSOR-CLERK-RECORDER
BY: M. Shivers DEPUTY
SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE
INSURANCE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE. WE HEREBY DEDICATE TO THE CITY OF BEAUMONT FOR PUBLIC USE, FOR STREET AND PUBLIC UTILITY PURPOSES, LOTS 1 THROUGH 9, INCLUSIVE, AS SHOWN HEREON.

BY: Robert W. Frost
PRINT NAME: Robert W. Frost
TITLE: Asst. Secretary

FIRST STREET BEAUMONT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
BY: Gary Heale
PRINT NAME: Gary Heale
TITLE: Vice President

JOANNE B. HEALE
BY: Joanne B. Heale
JOANNE B. HEALE AS TRUSTEE OF THE JOANNE B. HEALE LIVING TRUST DATED FEBRUARY 21, 1990

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF San Bernardino }
ON December 27, 2004 BEFORE ME Mary K. Beusse NOTARY
PUBLIC, PERSONALLY APPEARED Robert W. Frost

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) I/A/RE 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.
WITNESS MY HAND:

Mary K. Beusse
NOTARY PUBLIC IN AND FOR SAID STATE

PRINT NAME: Mary K. Beusse

MY PRINCIPAL PLACE OF BUSINESS IS IN San Bernardino COUNTY
MY COMMISSION EXPIRES June 9, 2007

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF Orange }
ON Dec. 20, 2004 BEFORE ME Melody Tohidell NOTARY
PUBLIC, PERSONALLY APPEARED Gonya Meuser Schroede

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) I/A/RE 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.
WITNESS MY HAND:

Melody Tohidell
NOTARY PUBLIC IN AND FOR SAID STATE

PRINT NAME: Melody Tohidell

MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY
MY COMMISSION EXPIRES 4.23.05

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF Riverside }
ON MARCH 2, 2005 BEFORE ME Robert W. Ward NOTARY
PUBLIC, PERSONALLY APPEARED Joanne B. Heale

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) I/A/RE 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.
WITNESS MY HAND:

Robert W. Ward
NOTARY PUBLIC IN AND FOR SAID STATE

PRINT NAME: Robert W. Ward

MY PRINCIPAL PLACE OF BUSINESS IS IN Riverside COUNTY
MY COMMISSION EXPIRES January 24, 2009

ABANDONMENT NOTE:

PURSUANT TO SECTION 66434(g) AND 66449 20% OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP CONSTITUTES ABANDONMENT OF THAT PORTION OF XENIA AVENUE WITHIN THIS MAP.

SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA AND THAT THIS MAP, CONSISTING OF SIX (6) SHEETS, CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING SEPTEMBER OF 2003 THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN OR WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP. THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.
THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: JAN 13, 2005.
Michael Simon
MICHAEL SIMON, P.L.S. 6034
MY LICENSE EXPIRES: JUNE 30, 2005

CITY ENGINEERS STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF PARCEL MAP 31948, REVISED NO. 1 BY THE BEAUMONT CITY COUNCIL ON 12/20/04 AND ANY APPROVED ALTERATION THEREOF THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF TITLE 16 OF THE BEAUMONT MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT; THAT THE PLANS FOR THE DRAINS, DRAINAGE WORKS AND SEWERS SUFFICIENT TO PROTECT ALL LOTS IN THE SUBDIVISION FROM FLOODS HAVE BEEN APPROVED; THAT A COMPLETE SET OF PLANS FOR THE CONSTRUCTION OF ALL REQUIRED IMPROVEMENTS HAS BEEN FILED WITH THE COMMUNITY DEVELOPMENT DEPARTMENT AND THAT THE SAME HAVE BEEN CHECKED AND APPROVED; AND THAT ALL IMPROVEMENTS HAVE BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS OR THAT THE SUBDIVIDER HAS ENTERED INTO AGREEMENT WITH THE CITY OF BEAUMONT COVERING COMPLETION OF ALL IMPROVEMENTS AND SPECIFYING THE TIME FOR COMPLETING THE SAME.

FOR DEEPAK MOORJANI, R.C.E. 51047
CITY ENGINEER, CITY OF BEAUMONT
DATE: 21 JAN, 2005.
BY: Deepak Moorjani
DENNIS W. JANDA, P.L.S. 6359
(LIC. EXPIRES 12/31/06)

BEAUMONT CITY COUNCIL CERTIFICATE:

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY OF BEAUMONT AT A REGULAR MEETING THEREOF HELD ON THE LAST DAY OF January, 2004 AND DID ACCEPT ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENTS, THE DEDICATION FOR STREET AND PUBLIC UTILITY PURPOSES, LOTS 1 THROUGH 9, INCLUSIVE, AND EASEMENTS FOR STORM DRAIN PURPOSES, AS SHOWN HEREON.

DATE: Jan 28, 2005.
Paul McDonnell
CITY CLERK (Secretary)
CITY OF BEAUMONT

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 IS ESTIMATED TO BE \$ 26,100.

DATE: 214, 2005.
PAUL MCDONNELL
COUNTY TAX COLLECTOR
BY: Matt Jennings
DEPUTY

TAX BOND STATEMENT:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 86,100 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: 214, 2005.
NANCY ROMERO
CLERK OF THE BOARD OF SUPERVISORS
CASH TAX BOND
PAUL MCDONNELL
COUNTY TAX COLLECTOR
BY: Matt Jennings
DEPUTY

SIGNATURE OMISSION:

PURSUANT TO THE PROVISIONS OF THE SUBDIVISION MAP ACT, SECTION 66436(g)(3)(A) THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

THE SIGNATURE OF BEAUMONT LAND AND WATER COMPANY, HOLDER OF AN EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES, RECORDED APRIL 5, 1911 AS INSTRUMENT NO. 48, OFFICIAL RECORDS.

THE SIGNATURE OF SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, HOLDERS OF AN EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES, RECORDED MAY 24, 1947 IN BOOK 837, PAGE 151, OFFICIAL RECORDS.

THE SIGNATURE OF SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, HOLDERS OF AN EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 25, 1947 AS INSTRUMENT NO. 3074, OFFICIAL RECORDS.

THE SIGNATURE OF SOUTHERN CALIFORNIA GAS COMPANY, HOLDER OF AN EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES, RECORDED JANUARY 6, 1948 IN BOOK 888, PAGE 84, OFFICIAL RECORDS.

THE SIGNATURE OF SOUTHERN PACIFIC PIPE LINES, INC., HOLDER OF AN EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES, RECORDED AUGUST 16, 1955 IN BOOK 1781, PAGE 368, OFFICIAL RECORDS.

THE SIGNATURE OF FOUR CORNERS PIPE LINE COMPANY, HOLDER OF AN EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 9, 1957 IN BOOK 2160, PAGE 197, OFFICIAL RECORDS.

THE SIGNATURE OF THE CITY OF BEAUMONT, HOLDER OF AN EASEMENT FOR SANITARY SEWER AND INCIDENTAL PURPOSES, RECORDED JULY 25, 1984 AS INSTRUMENT NO. 150767, OFFICIAL RECORDS.

THE SIGNATURE OF GENERAL TELEPHONE COMPANY OF CALIFORNIA, HOLDER OF AN EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 2, 1987 AS INSTRUMENT NO. 341644, OFFICIAL RECORDS.

THE SIGNATURE OF SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR DISTRIBUTING ELECTRICAL ENERGY AND FOR TRANSMITTING INTELLIGENCE BY ELECTRICAL MEANS AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 4, 1988 AS INSTRUMENT NO. 31097, OFFICIAL RECORDS.

THE SIGNATURE OF SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR POLE LINES, CONDUCITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, RECORDED JULY 12, 1990 AS INSTRUMENT NO. 297831, OFFICIAL RECORDS.

THE SIGNATURE OF WILLIAMS COMMUNICATIONS, INC., D/B/A IN CALIFORNIA AS VVVV, INC., A DELAWARE CORPORATION, HOLDER OF AN EASEMENT FOR THE TRANSMISSION OF DATA OR COMMUNICATIONS FOR AND BY OTHERS UPON AND ALONG A PIPELINE ROUTE AND INCIDENTAL PURPOSES, RECORDED AUGUST 15, 2000 AS INSTRUMENT NO. 2000-519327, OFFICIAL RECORDS.

NOTE: SEE SHEET 2 FOR ADDITIONAL OWNERS SIGNATURE AND NOTARY ACKNOWLEDGMENT

2/2

2/2

2005-0172052
Original

NUMBER OF PARCELS: 4
AREA = 297.90 ACRES GROSS

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 31948

SHEET 2 OF 7

BEING A SUBDIVISION OF A PORTION OF LOT 1 AND LOT 2 OF AMENDED MAP OF A PORTION OF THE SUBDIVISION OF SECTION 11, T.3 S., R.1 W., S.B.M., AS SHOWN BY MAP ON FILE IN BOOK 21, PAGE 73 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH LOT 1, IN BLOCK 178 OF AMENDED MAP OF THE TOWN OF BEAUMONT AS SHOWN BY MAP ON FILE IN BOOK 6, PAGES 16 AND 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, AND LOTS 1 AND 2, IN BLOCK 17 AND LOT 1, BLOCK 18 OF THE SUBDIVISION OF SECTION 11, T.3 S., R.1 W., S.B.M., AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA AND LOT LINE ADJUSTMENT #04-LLA-11 RECORDS OF SAID RIVERSIDE COUNTY

MICHAEL SIMON, P.L.S. 6034 TAIT & ASSOCIATES, INC.
DATE OF SURVEY: SEPTEMBER, 2003

SENECA SPRINGS INVESTMENT CO., A CALIFORNIA CORPORATION

BY: [Signature] BY: [Signature]
PRINT NAME: Russell G Van Cleve PRINT NAME: Mone Garbore
TITLE: President TITLE: Executive Vice President

NOTARY ACKNOWLEDGMENT
STATE OF CALIFORNIA }
COUNTY OF Orange } SS
ON December 22, 2004, BEFORE ME, Katherine A. Romero NOTARY PUBLIC, PERSONALLY APPEARED Russell G. Van Cleve and Mone Garbore
PERSONALLY KNOWN TO ME (OR PROVED TO ME ON

~~THE BASIS OF SATISFACTORY EVIDENCE~~ TO BE THE PERSON(S) WHOSE NAME(S) ~~IS/ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/THEY~~ EXECUTED THE SAME IN ~~MY/OUR~~ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY ~~ME/US/WE~~ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:
[Signature]
Katherine A. Romero
NOTARY PUBLIC IN AND FOR SAID STATE

MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY
MY COMMISSION EXPIRES Sept 21, 2006

BENEFICIARY: GUARANTY BANK, A FEDERAL SAVINGS BANK, BENEFICIARY UNDER A DEED OF TRUST RECORDED NOVEMBER 5, 2004 AS INSTRUMENT NO. 2004-0882710

BY: [Signature] BY: _____
PRINT NAME: Jon Larson PRINT NAME: _____
TITLE: Senior Vice President TITLE: _____

NOTARY ACKNOWLEDGMENT
STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } SS
ON 12-23-04, BEFORE ME, L. TURNER NOTARY PUBLIC, PERSONALLY APPEARED JON LARSON
PERSONALLY KNOWN TO ME (OR PROVED TO ME ON

THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:
[Signature]
L. TURNER
NOTARY PUBLIC IN AND FOR SAID STATE

MY PRINCIPAL PLACE OF BUSINESS IS IN SAN DIEGO COUNTY
MY COMMISSION EXPIRES 7-10-07

BENEFICIARY: VINEYARD BANK, BENEFICIARY UNDER A DEED OF TRUST RECORDED OCTOBER 8, 2004 AS INSTRUMENT NO. 2004-0802438

BY: [Signature] BY: _____
PRINT NAME: David Adams PRINT NAME: _____
TITLE: Senior Vice Assistant TITLE: _____

NOTARY ACKNOWLEDGMENT
STATE OF CALIFORNIA }
COUNTY OF Orange } SS
ON December 22, 2004, BEFORE ME, Jennifer N. Foster NOTARY PUBLIC, PERSONALLY APPEARED David Adams
PERSONALLY KNOWN TO ME (OR PROVED TO ME ON

THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

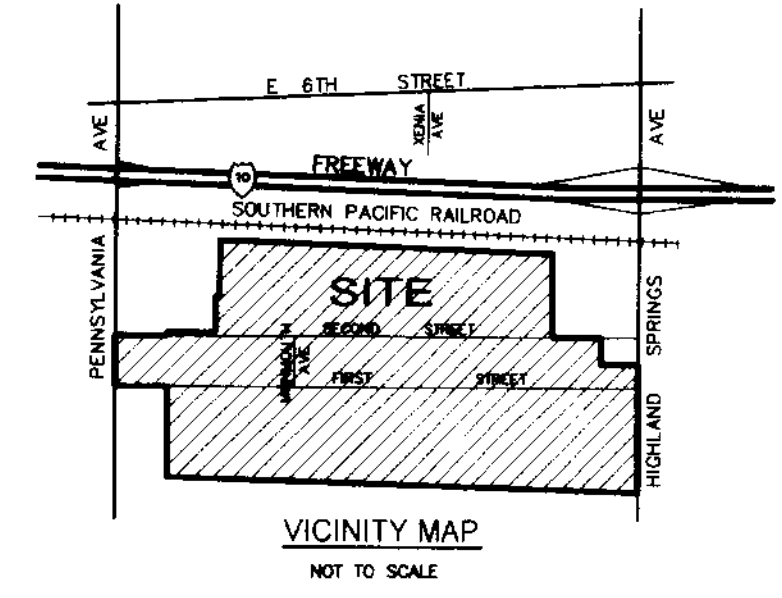
WITNESS MY HAND:
[Signature]
Jennifer N. Foster
NOTARY PUBLIC IN AND FOR SAID STATE

MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY
MY COMMISSION EXPIRES July 8, 2006

NUMBER OF PARCELS: 4
AREA = 297.90 ACRES GROSS

PARCEL MAP NO. 31948

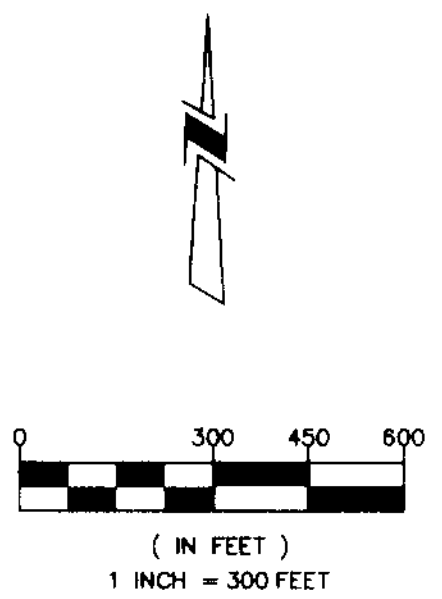
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF LOT 1 AND LOT 2 OF AMENDED MAP OF A PORTION OF THE SUBDIVISION OF SECTION 11, T.3 S., R.1 W., S.B.B.M. AS SHOWN BY MAP ON FILE IN BOOK 23, PAGE 73 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH LOT 1, IN BLOCK 176 OF AMENDED MAP OF THE TOWN OF BEAUMONT AS SHOWN BY MAP ON FILE IN BOOK 6, PAGES 16 AND 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, AND LOTS 1 AND 2, IN BLOCK 17 AND LOT 1, BLOCK 18 OF THE SUBDIVISION OF SECTION 11, T.3 S., R.1 W., S.B.B.M., AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA AND LOT LINE ADJUSTMENT #04-LLA-11 RECORDED NOVEMBER 5, 2004 AS INSTRUMENT NO. 2004-0879172, O.R., RECORDS OF SAID RIVERSIDE COUNTY
MICHAEL SIMON, P.L.S. 6034 TAIT & ASSOCIATES, INC.
DATE OF SURVEY: SEPTEMBER, 2003



BASIS OF BEARINGS
THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF SECOND STREET BEING NORTH 89°54'34" WEST PER TRACT 28017-1, M.B. 254/71-72, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

MONUMENTATION NOTES

- INDICATES FOUND MONUMENT AS NOTED
- SET 2" IRON PIPE TAGGED "P.L.S. 6034" OR LEAD & TACK TAGGED "P.L.S. 6034" OR GEAR SPIKE & WASHER TAGGED "P.L.S. 6034", FOR ALL BOUNDARY CORNERS
- SET 1" IRON PIPE TAGGED "P.L.S. 6034" OR LEAD & TACK TAGGED "P.L.S. 6034" OR GEAR SPIKE & WASHER TAGGED "P.L.S. 6034", FOR ALL PARCEL CORNERS
- SET 1" IRON PIPE TAGGED "P.L.S. 6034", DOWN 0.4', AT ALL CENTERLINE POINTS OF CONTROL



NOTE

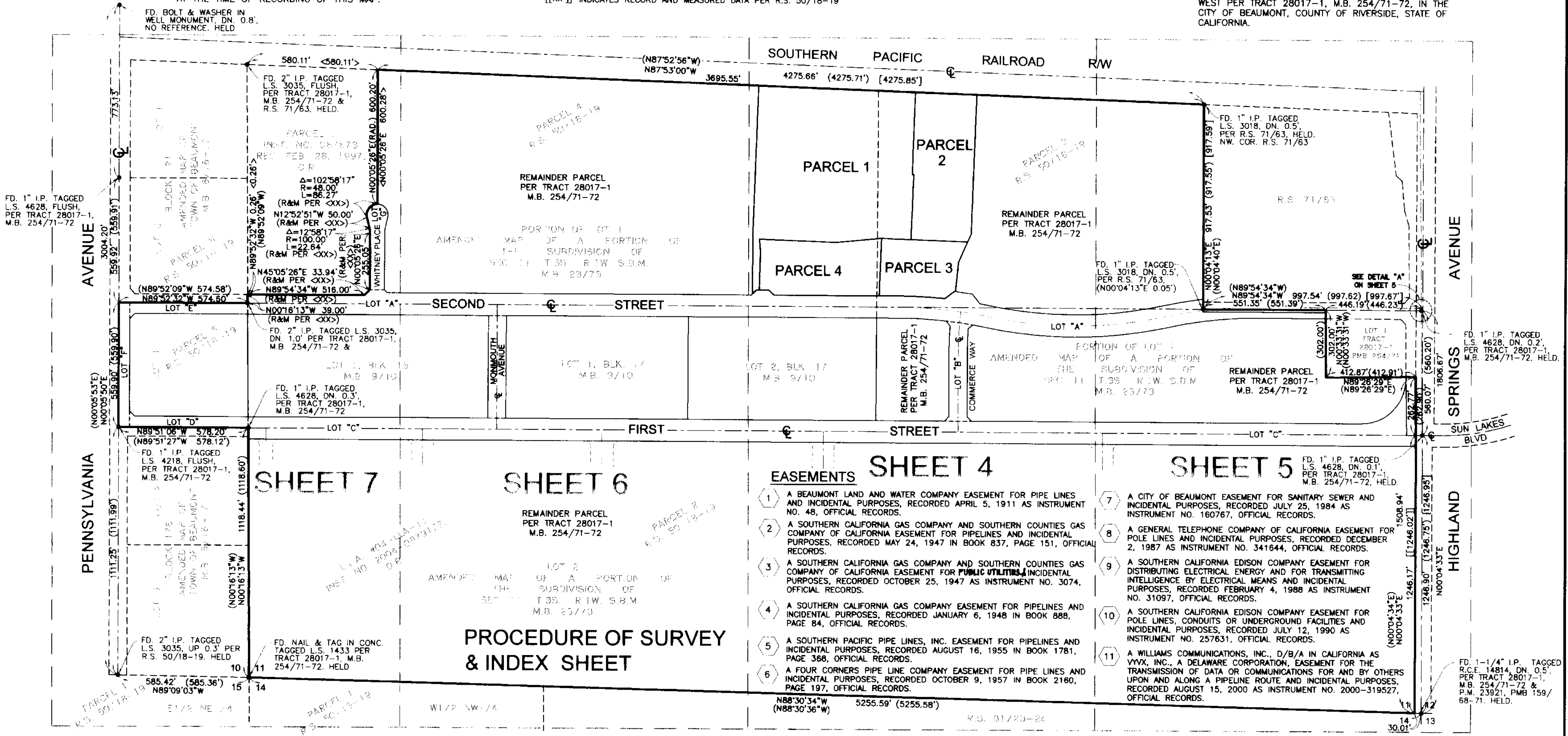
PARCEL 1 OF R.S. 50/18-19 IS CONTIGUOUS OWNERSHIP AT THE TIME OF RECORDING OF THIS MAP.

RECORD MAP REFERENCE

- {XX} INDICATES RECORD AND MEASURED DATA PER TRACT 28017-1 M.B. 854/71-72
- {XX} INDICATES RECORD AND MEASURED DATA PER R.S. 71/63
- {XX} INDICATES RECORD AND MEASURED DATA PER PARCEL MAP 23921, M.B. 159/68-71
- {(XX)} INDICATES RECORD AND MEASURED DATA PER M.B. 9/10
- {[(XX)]} INDICATES RECORD AND MEASURED DATA PER R.S. 50/18-19

DEED REFERENCE

<XX> INSTRUMENT NO. 067673 RECORDED FEBRUARY 28, 1997, OFFICIAL RECORDS.



EASEMENTS

- 1 A BEAUMONT LAND AND WATER COMPANY EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES, RECORDED APRIL 5, 1911 AS INSTRUMENT NO. 48, OFFICIAL RECORDS.
- 2 A SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED MAY 24, 1947 IN BOOK 837, PAGE 151, OFFICIAL RECORDS.
- 3 A SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 25, 1947 AS INSTRUMENT NO. 3074, OFFICIAL RECORDS.
- 4 A SOUTHERN CALIFORNIA GAS COMPANY EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED JANUARY 6, 1948 IN BOOK 888, PAGE 84, OFFICIAL RECORDS.
- 5 A SOUTHERN PACIFIC PIPE LINES, INC. EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED AUGUST 16, 1955 IN BOOK 1781, PAGE 368, OFFICIAL RECORDS.
- 6 A FOUR CORNERS PIPE LINE COMPANY EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 9, 1957 IN BOOK 2160, PAGE 197, OFFICIAL RECORDS.

- 7 A CITY OF BEAUMONT EASEMENT FOR SANITARY SEWER AND INCIDENTAL PURPOSES, RECORDED JULY 25, 1984 AS INSTRUMENT NO. 160767, OFFICIAL RECORDS.
- 8 A GENERAL TELEPHONE COMPANY OF CALIFORNIA EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 2, 1987 AS INSTRUMENT NO. 341644, OFFICIAL RECORDS.
- 9 A SOUTHERN CALIFORNIA EDISON COMPANY EASEMENT FOR DISTRIBUTING ELECTRICAL ENERGY AND FOR TRANSMITTING INTELLIGENCE BY ELECTRICAL MEANS AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 4, 1988 AS INSTRUMENT NO. 31097, OFFICIAL RECORDS.
- 10 A SOUTHERN CALIFORNIA EDISON COMPANY EASEMENT FOR POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, RECORDED JULY 12, 1990 AS INSTRUMENT NO. 257631, OFFICIAL RECORDS.
- 11 A WILLIAMS COMMUNICATIONS, INC., D/B/A IN CALIFORNIA AS VVX, INC., A DELAWARE CORPORATION, EASEMENT FOR THE TRANSMISSION OF DATA OR COMMUNICATIONS FOR AND BY OTHERS UPON AND ALONG A PIPELINE ROUTE AND INCIDENTAL PURPOSES, RECORDED AUGUST 15, 2000 AS INSTRUMENT NO. 2000-319527, OFFICIAL RECORDS.

PROCEDURE OF SURVEY & INDEX SHEET

NUMBER OF PARCELS: 4
AREA = 297.90 ACRES GROSS

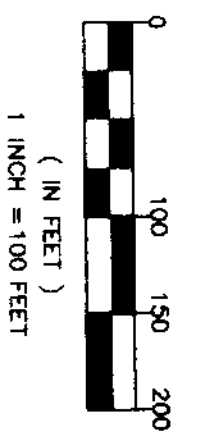
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
PARCEL MAP NO. 31948

SHEET 4 OF 7

BEING A SUBDIVISION OF A PORTION OF LOT 1 AND LOT 2 OF AMENDED MAP OF A PORTION OF THE SUBDIVISION OF SECTION 11, T.3 S., R.1 W., S.B.M. AS SHOWN BY MAP ON FILE IN BOOK 23, PAGE 73 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH LOT 1, IN BLOCK 176 OF AMENDED MAP OF THE TOWN OF BEAUMONT AS SHOWN BY MAP ON FILE IN BOOK 6, PAGES 16 AND 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, AND LOTS 1 AND 2, IN BLOCK 17 AND LOT 1, BLOCK 18 OF THE SUBDIVISION OF SECTION 11, T.3 S., R.1 W., S.B.M., AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA AND LOT LINE ADJUSTMENT #04-LA-11, RECORDED NOVEMBER 5, 2004 AS INSTRUMENT NO. 2004-08791712, O.R. RECORDS OF SAID RIVERSIDE COUNTY.

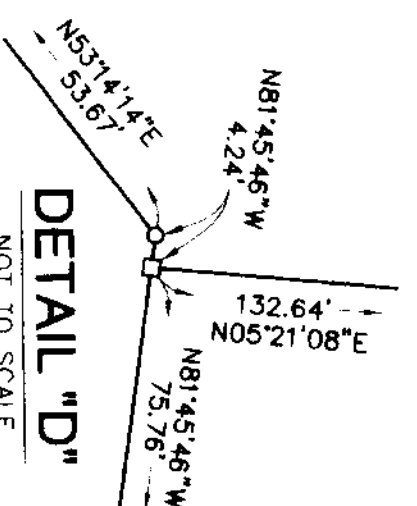
MICHAEL SIMON, P.L.S. 6034 TAIT & ASSOCIATES, INC.
DATE OF SURVEY: SEPTEMBER, 2003

SOUTHERN PACIFIC RAILROAD RW



CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	08°09'23"	1900.00'	270.48'
C2	03°37'21"	1900.00'	120.12'
C3	06°54'05"	1400.00'	168.63'
C4	03°43'25"	1850.00'	120.23'
C5	01°41'49"	1850.00'	54.79'
C6	03°53'23"	1360.00'	92.33'
C7	04°07'59"	1440.00'	103.87'



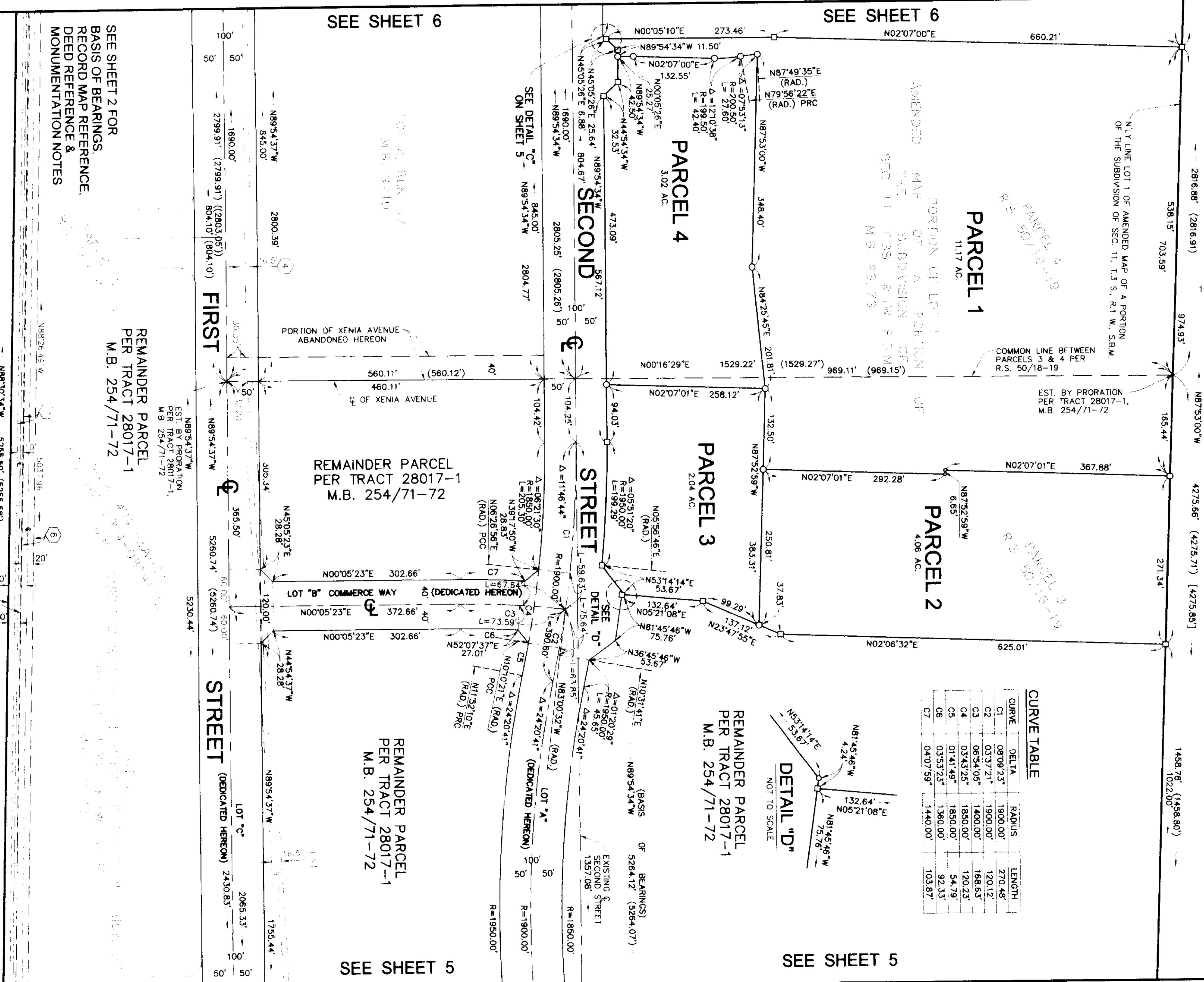
SEE SHEET 5

REMAINDER PARCEL PER TRACT 28017-1
M.B. 254/71-72

REMAINDER PARCEL PER TRACT 28017-1
M.B. 254/71-72

REMAINDER PARCEL PER TRACT 28017-1
M.B. 254/71-72

SEE SHEET 5



SEE SHEET 6

SEE SHEET 6

SEE SHEET 5

SEE SHEET 2 FOR BASIS OF BEARINGS, RECORD MAP REFERENCE, DEED REFERENCE & MONUMENTATION NOTES

REMAINDER PARCEL PER TRACT 28017-1
M.B. 254/71-72

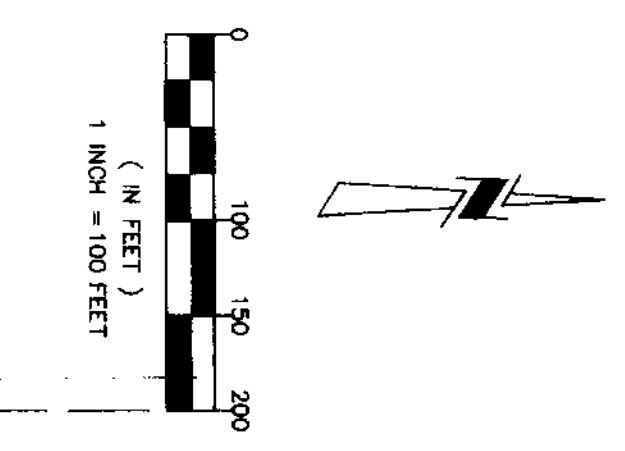
EST. BY PRORATION PER TRACT 28017-1, M.B. 254/71-72

NUMBER OF PARCELS: 4
AREA = 297.90 ACRES GROSS

PARCEL MAP NO. 31948

SHEET 5 OF 7

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF LOT 1 AND LOT 2 OF AMENDED MAP OF
A PORTION OF THE SUBDIVISION OF SECTION 11, T.3 S., R.1 W., S.B.M.
AS SHOWN BY MAP ON FILE IN BOOK 23, PAGE 73 OF MAPS.
RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH
LOT 1, IN BLOCK 176 OF AMENDED MAP OF THE TOWN OF BEAUMONT AS SHOWN BY MAP ON FILE IN
BOOK 6, PAGES 16 AND 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, AND
LOTS 1 AND 2, IN BLOCK 17 AND LOT 1, BLOCK 18 OF THE SUBDIVISION OF SECTION 11, T.3 S., R.1 W., S.B.M.,
AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA,
AND LOT LINE ADJUSTMENT #04-LLA-11, RECORDED NOVEMBER 5, 2004 AS INSTRUMENT NO. 2004-087917122, O.R.,
RECORDS OF SAID RIVERSIDE COUNTY.
MICHAEL SIMON, P.L.S. 6034 TAIT & ASSOCIATES, INC.
DATE OF SURVEY: SEPTEMBER, 2003



N87°53'00"W 4275.66' (4275.71') [4275.85']
1458.78' (1458.80')
1022.00'
NLY LINE LOT 1 OF AMENDED MAP OF A PORTION
OF THE SUBDIVISION OF SEC. 11, T.3 S., R.1 W., S.B.M.

SEE SHEET 4

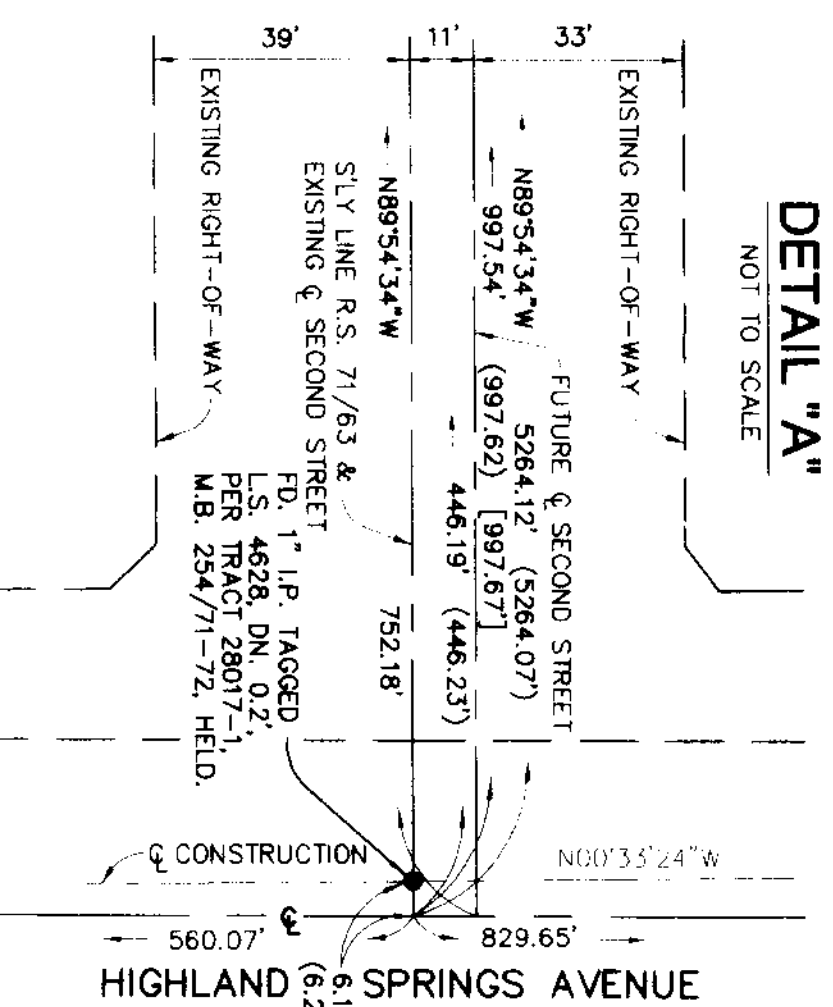
REMAINDER PARCEL
PER TRACT 28017-1
M.B. 254/71-72

PORTION OF LOT 1
AMENDED MAP OF A PORTION
OF THE SUBDIVISION OF
SEC. 11, T.3 S., R.1 W., S.B.M.
M.B. 254/71-72

WLY LINE R.S. 71/63 &
COMMON LINE BETWEEN
PARCELS A & B OF DEEDS,
REC. MAY 4, 1984 AS INST.
NO. 94512, O.R., RIV. CO.

FD. 1" I.P. TAGGED
L.S. 3018, DN. 0.5',
PER R.S. 71/63, HELD.
NW COR. R.S. 71/63

N00°04'13"E 917.53' (917.55') [917.59']



HIGHLAND SPRINGS AVENUE

EXISTING ROAD DEDICATION PER
TRACT 28017-1, M.B. 254/71-72
& OFFER OF DEDICATION REC.
JULY 25, 1984 AS INST. NO. 160768

EXISTING PUBLIC ROAD EASEMENT
REC. APRIL 14, 1984 AS INST. 177406
SLY LINE R.S. 71/63
FUTURE & SECOND STREET

SEE SHEET 4

PORTION OF LOT 1
AMENDED MAP OF A PORTION
OF THE SUBDIVISION OF
SEC. 11, T.3 S., R.1 W., S.B.M.
M.B. 254/71-72

REMAINDER PARCEL
PER TRACT 28017-1
M.B. 254/71-72

TRACT 28017-1
P.M.B. 254/72

STORM DRAIN ESMAT
DEDICATED HERON

FIRST STREET
LOT 1
STREET
(DEDICATED HERON)

REMAINDER PARCEL
PER TRACT 28017-1
M.B. 254/71-72

SEE SHEET 2 FOR
BASIS OF BEARINGS,
RECORD MAP REFERENCES,
DEED REFERENCE &
MONUMENTATION NOTES

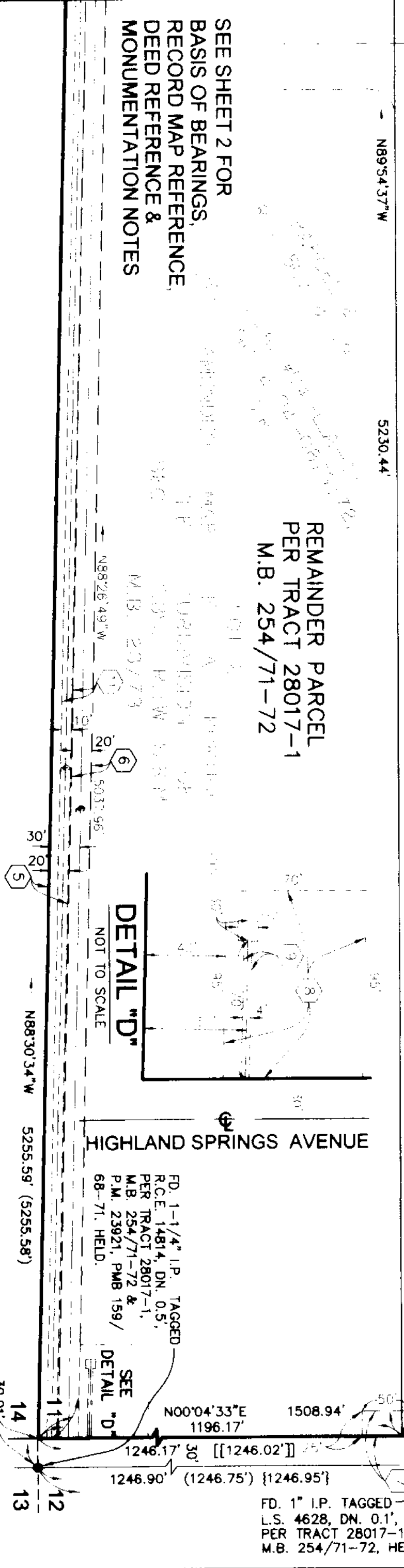
DETAIL "D" NOT TO SCALE

HIGHLAND SPRINGS AVENUE

FD. 1" I.P. TAGGED
L.S. 4628, DN. 0.1',
PER TRACT 28017-1,
M.B. 254/71-72, HELD.

SUN LAKES BOULEVARD

HIGHLAND SPRINGS AVENUE



NUMBER OF PARCELS: 4
AREA = 297.90 ACRES GROSS

PARCEL MAP NO. 31948

SHEET 6 OF 7

2005-0172652
Original

212
16

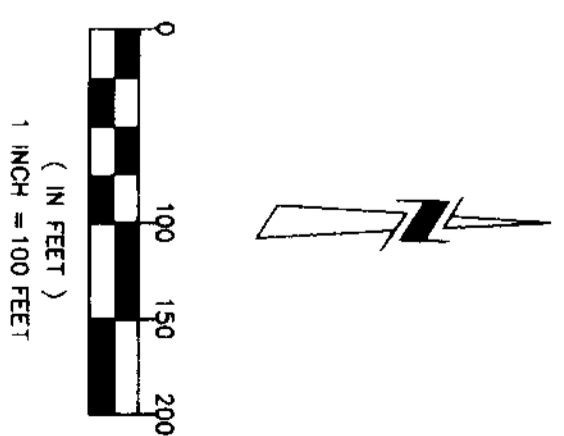
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PARCEL MAP NO. 31948

BEING A SUBDIVISION OF A PORTION OF LOT 1 AND LOT 2 OF AMENDED MAP OF A PORTION OF THE SUBDIVISION OF SECTION 11, T.3 S., R.1 W., S.B.M. AS SHOWN BY MAP ON FILE IN BOOK 23, PAGE 73 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 57 MAP ON FILE IN BOOK 23, PAGE 73 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, AND LOTS 1 AND 2, IN BLOCK 17 AND LOT 1, BLOCK 18 OF THE SUBDIVISION OF SECTION 11, T.3 S., R.1 W., S.B.M., AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA AND LOT LINE ADJUSTMENT #04-11A-11 RECORDED NOVEMBER 5, 2004 AS INSTRUMENT NO. 2004-0879172, O.R., RECORDS OF SAID RIVERSIDE COUNTY

MICHAEL SIMON, P.L.S. 6034 TAIT & ASSOCIATES, INC.
DATE OF SURVEY: SEPTEMBER, 2003

SOUTHERN PACIFIC RAILROAD RW



N1/4 LINE LOT 1 OF AMENDED MAP OF A PORTION OF THE SUBDIVISION OF SEC. 11, T.3 S., R.1 W., S.B.M.

187°53'00"W 4275.66' (4275.71') [4275.85']
2816.88' (2816.91') [2816.91']
228.73' 1698.62'

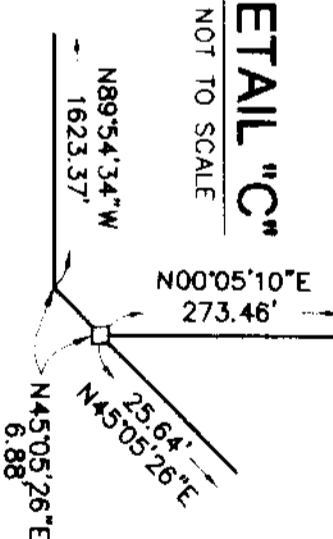
SEE SHEET 7

REMAINDER PARCEL
PER TRACT 28017-1
M.B. 254/71-72

AMENDED MAP OF A PORTION OF THE SUBDIVISION OF SECTION 11, T.3 S., R.1 W., S.B.M. M.B. 254/71-72

DETAIL "C"

NOT TO SCALE



S/LY LINE LOT 1 OF AMENDED MAP OF A PORTION OF THE SUBDIVISION OF SEC. 11, T.3 S., R.1 W., S.B.M. M.B. 254/71-72

(BASIS OF BEARINGS) 5264.12' (5264.07')

FD. 1" I.P. TAGGED L.S. 4628, DN. 0.6', PER TRACT 28017-1, M.B. 254/71-72 (N00°16'34"E 0.12')

SECOND STREET

LOT "A" (DEDICATED HEREON) 2805.25' (2805.26')

EST. AT RECORD DISTANCE OF 845.00' FROM C. OF XENIA AVENUE PER M.B. 9/10

SEE SHEET 7

SEE SHEET 4

MONMOUTH AVENUE

(DEDICATED HEREON) FIRST STREET

STREET

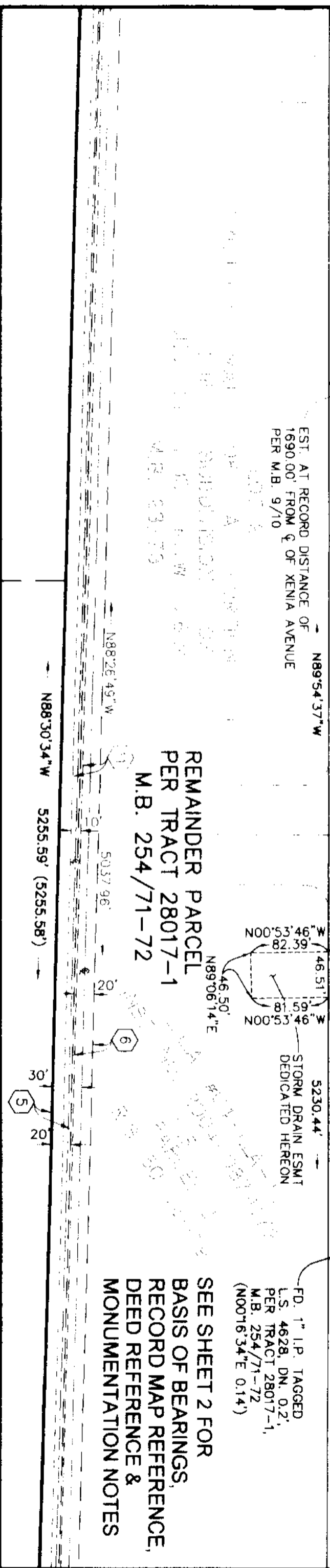
EST. AT RECORD DISTANCE OF 1690.00' FROM C. OF XENIA AVENUE PER M.B. 9/10

FD. 1" I.P. TAGGED L.S. 4628, DN. 0.2', PER TRACT 28017-1, M.B. 254/71-72 (N00°16'34"E 0.14')

REMAINDER PARCEL
PER TRACT 28017-1
M.B. 254/71-72

SEE SHEET 2 FOR BASIS OF BEARINGS, RECORD MAP REFERENCE, DEED REFERENCE & MONUMENTATION NOTES

N89°54'37"W 5255.59' (5255.58')



2005-0172652
Original

2/2
17

NUMBER OF PARCELS: 4
AREA = 297.90 ACRES GROSS

PARCEL MAP NO. 31948

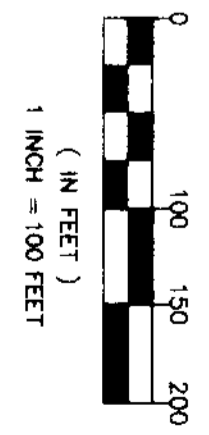
SHEET 7 OF 7

SOUTHERN

PACIFIC

RAILROAD

RW

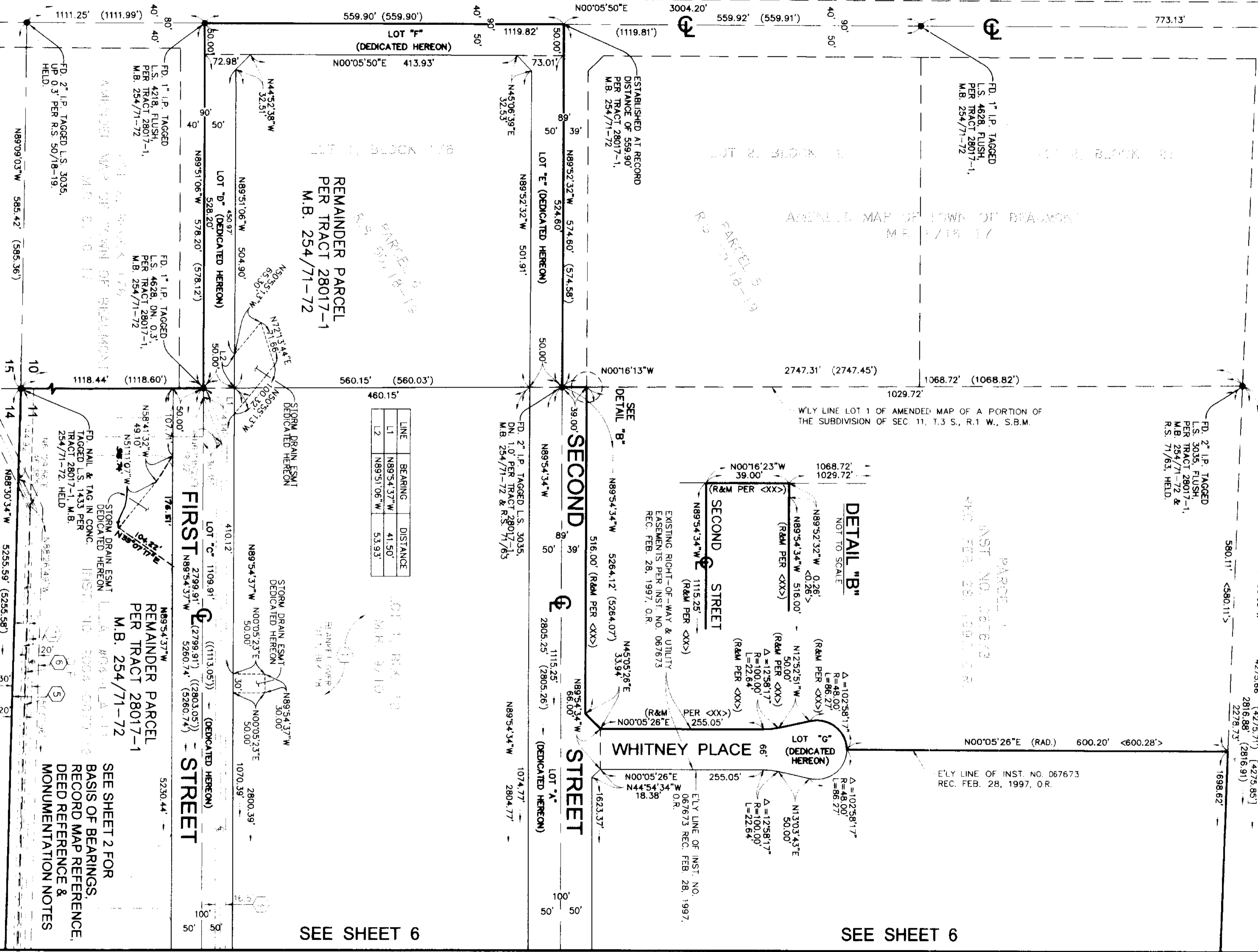


WELL MONUMENT IN N. 8' NO REFERENCE HELD

MICHAEL SIMON, P.L.S. 6034 TAIT & ASSOCIATES, INC.
DATE OF SURVEY: SEPTEMBER, 2003

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF LOT 1 AND LOT 2 OF AMENDED MAP OF A PORTION OF THE SUBDIVISION OF SECTION 11, T.3 S., R.1 W., S.B.M. AS SHOWN BY MAP ON FILE IN BOOK 23, PAGE 73 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH LOT 1, IN BLOCK 178 OF AMENDED MAP OF THE TOWN OF BEAUMONT AS SHOWN BY MAP ON FILE IN BOOK 6, PAGES 16 AND 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, AND LOTS 1 AND 2, IN BLOCK 17 AND LOT 1, BLOCK 18 OF THE SUBDIVISION OF SECTION 11, T.3 S., R.1 W., S.B.M., AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA AND LOT LINE ADJUSTMENT #04-LA-11 RECORDED NOVEMBER 5, 2004 AS INSTRUMENT NO. 2004-0879172, O.R.

PENNSYLVANIA AVENUE



ESTABLISHED AT RECORD DISTANCE OF 559.90' PER TRACT 28017-1, M.B. 254/71-72

FD. 1" I.P. TAGGED L.S. 4628, FLUSH, PER TRACT 28017-1, M.B. 254/71-72

FD. 2" I.P. TAGGED L.S. 3035, FLUSH, PER TRACT 28017-1, M.B. 254/71-72 & R.S. 71/63, HELD.

FD. 2" I.P. TAGGED L.S. 3035, UP 0.3' PER R.S. 50/18-19.

FD. 2" I.P. TAGGED L.S. 1433 PER TRACT 28017-1, M.B. 254/71-72, HELD.

SEE SHEET 2 FOR BASIS OF BEARINGS, RECORD MAP REFERENCE, DEED REFERENCE & MONUMENTATION NOTES

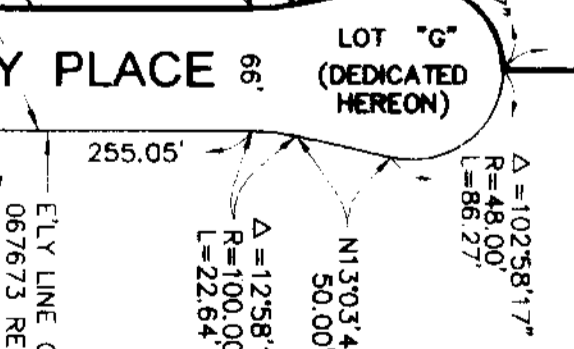
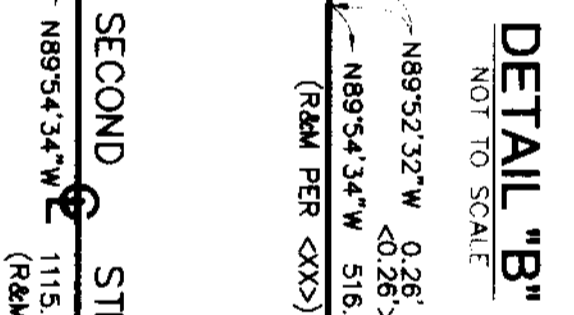
REMAINDER PARCEL PER TRACT 28017-1 M.B. 254/71-72

REMAINDER PARCEL PER TRACT 28017-1 M.B. 254/71-72

SEE SHEET 6

SEE SHEET 6

LINE	BEARING	DISTANCE
L1	N89°54'37"W	41.50'
L2	N89°51'06"W	53.93'



DETAIL "B"
NOT TO SCALE

DETAIL "A"
NOT TO SCALE

WLY LINE LOT 1 OF AMENDED MAP OF A PORTION OF THE SUBDIVISION OF SEC. 11, T.3 S., R.1 W., S.B.M.

E'LY LINE OF INST. NO. 067673 REC. FEB. 28, 1997, O.R.

EXISTING RIGHT-OF-WAY & UTILITY EASEMENTS PER INST. NO. 067673 REC. FEB. 28, 1997, O.R.

E'LY LINE OF INST. NO. 067673 REC. FEB. 28, 1997, O.R.



Staff Report

TO: Mayor and City Council Members

FROM: Sean Thuilliez, Police Chief

DATE: September 3, 2019

SUBJECT: Second Reading and Approval of "An Ordinance of the City of Beaumont Amending Title 5, Chapter 5.64 of the City of Beaumont Municipal Code to Peddlers; And Amending Title 5, Chapter 5.66, Sidewalk Vending"

Background and Analysis:

In September 2018, the California legislature passed Senate Bill 946^[1] which decriminalizes sidewalk vending. The law took effect January 1, 2019, and applies to all general law and charter cities in California. The Beaumont Municipal Code ("Municipal Code") currently regulates sidewalk vendors in a manner that is inconsistent with SB 946. The City desires to adopt a sidewalk vending program and amend its Municipal Code to ensure compliance with SB 946.

SB 946 specifically allows for regulations or the prohibition of sidewalk vending in certain circumstances. This includes stationary vending at a park if the park has an existing agreement for concession sales; stationary vending in purely residential areas; vending in the immediate vicinity of permitted certified farmers' markets or swap meets during operating hours; and vending in the immediate vicinity of an area designated for a temporary special event.

The City may also limit operating provided the limitations are not unduly restrictive.^[2] A City may adopt requirements regulating the time, manner and place of sidewalk vending provided such requirements are directly related to objective health, safety or welfare concerns. Such concerns may include requirements to maintain sanitary conditions; to ensure compliance with the Americans with Disabilities Act; to obtain a City issued permit or business license; to possess a valid seller's permit; and to comply with other generally applicable laws.

The City may regulate the time, place, and manner of sidewalk vending at City owned or operated parks if the requirements relate to any of the following:

- (i) Directly related to objective health, safety, or welfare concerns.

- (ii) Necessary to ensure the public’s use and enjoyment of natural resources and recreational opportunities.
- (iii) Necessary to prevent an undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of the park.[\[3\]](#)

All other regulations must be “directly related to objective health, safety, or welfare concerns.” Chapter 5.64 of the Municipal Code, Commercial Peddlers, Solicitors and Itinerant Merchants, is no longer consistent with current modes of commerce and is very broadly written. Furthermore, it currently regulates Sidewalk Vendors in a manner that is inconsistent with Senate Bill 946. The new ordinance is consistent with Senate Bill 946 and will provide guidance and rules for sidewalk vendors to provide a streamlined process that encourages entrepreneurship while maintaining health, safety, and welfare concerns.

The following are the most notable regulations to the Sidewalk Vendor Ordinance.

- All sidewalk vendors are required to obtain a permit from the City Planning Department;
- Permits will be effective for a one-year period from the date of issuance;
- Sidewalk vending is not allowed in various locations including: public property other than a sidewalk, within 200 hundred feet of any other sidewalk vendor, within 100 feet of a street intersection, within ten feet of any driveway, or within any median strip or dividing section, among other restrictions;
- Sidewalk Vendors must maintain a clean and sanitized operation, including picking up trash, providing hand sanitizer if selling cooked food, and maintaining a neat appearance of the Vendor Cart;
- All signage related to vending must be attached to the Vending Cart or the Sidewalk Vendor’s person;
- Sidewalk Vendors shall display copies of all City, County, and State permits;
- Vending Carts shall not exceed a length of four feet, a width of four feet, or a height of ten feet; and
- Administrative citations and fines will be levied to any Sidewalk Vendor in violation of the ordinance.

The updates to the Municipal Code provide regulations to accommodate sidewalk vendors’ equipment while safeguarding pedestrian movement on public sidewalks, parkways, pedestrian paths or walkways, and other public rights-of-way and to reduce risk of ADA violations. The intent of the regulations is to benefit the City and lead to orderly commerce while encouraging entrepreneurship and providing economic opportunity for people to support themselves and their families.

The adoption of the proposed Ordinance is covered by the “general rule” that the California Environmental Quality Act (CEQA) applies only to projects which have the potential for causing a significant effect on the environment. Staff’s determination is that it can be seen with certainty that there is no possibility that the proposed regulations contained in the ordinance will have a significant effect on the environment. Therefore, the adoption of the ordinance is not subject to CEQA.

[1] Title 5 of Gov Code, Ch. 6.2, Section 51036 et al.

[2] Section 51038.

[3] Section 51038(B).

Fiscal Impact:

The adoption of the proposed Ordinance will not have any direct fiscal impacts. The existing fee schedule will cover the cost to process and issue City permits, however, it is unknown if there will be added costs for enforcement.

Recommendation:

1. Approve at its second reading, the following, “An Ordinance of the City of Beaumont Amending Title 5, Chapter 5.64 of the City of Beaumont Municipal Code to Peddlers; And Amending Title 5, Chapter 5.66, Sidewalk Vending.



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Vendor Ordinance redlined version](#)

[Attachment B - Vendor Ordinance for adoption](#)

ORDINANCE NO. ___
AN ORDINANCE OF THE CITY OF BEAUMONT AMENDING THE
BEAUMONT MUNICIPAL CODE TO REPEAL CHAPTER 5.64 AND
REPLACE WITH A NEW CHAPTER 5.64 ENTITLED "PEDDLERS,"
AND TO ADD CHAPTER 5.66, A SIDEWALK VENDING
PROGRAM, AND MAKING FINDINGS PURSUANT TO THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT

THE CITY COUNCIL OF THE CITY OF BEAUMONT HEREBY ORDAINS AS FOLLOWS:

Section 1. Findings.

(a) Senate Bill 946 was signed into law on September 17, 2018, and took effect on January 1, 2019.

(b) Senate Bill 946, which is codified at Chapter 6.2 (commencing with Section 51036) of Part 1 of Division 1 of Title 5 of the California Government Code, limits the authority of cities and counties to regulate Sidewalk Vendors except in accordance with the provisions of California Government Code Sections 51038 and 51039.

(c) The Beaumont Municipal Code ("Municipal Code") currently regulates Sidewalk Vendors in a manner that is inconsistent with Senate Bill 946.

(d) Chapter 5.64 of the Municipal Code, Commercial Peddlers, Solicitors and Itinerant Merchants, is no longer consistent with current modes of commerce and is inconsistent with current law.

(e) The City desires to amend its Municipal Code to (1) repeal and replace chapter 5.64, (2) adopt a sidewalk vending program, and (3) ensure compliance with Senate Bill 946.

(f) Regulation of sidewalk vending will benefit the City as a whole as it will lead to orderly commerce while encouraging entrepreneurship and providing economic opportunity for people to support themselves and their families.

(g) The act of vending on public sidewalks, pedestrian paths or pedestrian walkways creates the potential for safety hazards, such as, but not limited to, inhibiting the ability of disabled individuals and other pedestrians to follow a safe path of travel; interfering with the performance of police, firefighter and emergency medical personnel services; encouraging pedestrians to cross mid-block or stand in roadways to purchase food and merchandise; and creating obstacles and contributing to congestion for pedestrian, vehicle, and bicycle traffic.

(h) Regulations of sidewalk vendors are needed to accommodate sidewalk vendors' equipment while safeguarding pedestrian movement on public sidewalks, parkways, pedestrian paths or walkways, and other public rights-of-way.

(i) Regulations of sidewalk vendors engaged in the sale of food and food products are needed to protect the public health and safety by ensuring that sidewalk vendors prepare

food safely and in accordance with the requirements of the Riverside County Department of Public Health and the City's Health Department.

(j) Regulations of sidewalk vendors are needed to prevent hazardous or unsanitary conditions and to ensure that trash and debris are removed by sidewalk vendors and do not become a pollutant.

(j) The City Council adopts this ordinance under the authority provided in Senate Bill 946 and Government Code Sections 51036 through 51039 and finds that the time, place, and manner regulations and requirements provided herein are directly related to the City's purpose of protecting the health, safety and welfare of its residents, businesses and visitors, including ensuring compliance with the American with Disabilities Act of 1990 (Public Law 101-336) and other disability standards; ensuring the public's use and enjoyment of natural resources and recreational opportunities; and preventing an undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of City parks.

Section 2. CEQA. The City Council hereby finds and determines that this ordinance is not subject to the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*) ("CEQA") pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the State CEQA Guidelines because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, because there is no possibility that it may have a significant effect on the environment, and because it is not a "project" as that term is defined in Section 15378 of the State CEQA Guidelines.

Section 3. Repeal and Replace Chapter 5.64. The City Council hereby repeals Chapter 5.64 of the Municipal Code, Commercial Peddlers, Solicitors and Itinerant Merchants, in its entirety, and replaces with a new Chapter 5.64 entitled "Peddlers" to read as follows:

"Chapter 5.64. Peddlers

- 5.64.010 – Definitions.
- 5.64.020 - Permit Required.
- 5.64.030 - Permit Application.
- 5.64.040 - Issuance of Permit.
- 5.64.050 - Denial of Permit.
- 5.64.060 - Conditions Imposed on Permit.
- 5.64.070 - Permit Expiration.
- 5.64.080 - Permits Nontransferable.
- 5.64.090 - Revocation of Permit.
- 5.64.100 - Notice of Hearing and Grounds for Revocation.
- 5.64.110 - Emergency Temporary Suspension of Permit.
- 5.64.120 - Conduct of Hearing on Suspension or Revocation.
- 5.64.130 - Decision of Hearing on Suspension or Revocation.
- 5.64.140 - Appeal to Hearing Officer.
- 5.64.150 - Operating Requirements.
- 5.64.160 - Identification Card.
- 5.64.170 - Administrative Citations.
- 5.64.180 - Exemptions.

5.64.010 – Definitions.

For purposes of this Chapter, the following definitions apply unless the context in which they are used clearly requires otherwise:

“Chief of Police”: The Chief of Police of the City or his or her designee.

“Director”: The Planning Director of the City or his or her designee.

“Food”: Any type of raw, cooked, or processed edible substance, including any food product or beverage.

“Merchandise”: goods, wares, merchandise, meats, fish, vegetables, fruits, farm products, or prepared foods.

“Peddler”: shall mean any person, traveling by foot, automotive vehicle, or any other type of conveyance from place to place, house to house, or from street to street carrying, conveying, or transporting Merchandise and offering and exposing the same for sale, or making sales and delivering articles to purchasers, or any person who traveling from place to place, shall sell or offer for sale such Merchandise from an automotive vehicle, or other vehicle or conveyance; or any person who solicits orders and as a separate transaction makes deliveries to purchaser. "Peddler" shall not include a person engaged in, conducting or carrying on the business of vending on a sidewalk, pursuant to a valid permit issued pursuant to Chapter 5.66.

“Temporary Special Permit”: A permit issued by the City for the temporary use of, or encroachment on, the sidewalk or other public area, including but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, filming, parades, outdoor concerts, festivals, carnivals, and street fairs.

“Vend” or “Vending”: To barter, exchange, sell, offer for sale, display for sale, or solicit offers to purchase, Food or Merchandise, or to require someone to negotiate, establish, or pay a fee before providing Food or Merchandise, even if characterized as a donation.

5.64.020 - Permit Required.

No person shall engage in, conduct, or carry on the business of Vending as a Peddler without a permit issued under the provisions of this Chapter.

5.64.030 - Permit Application.

Every person, prior to engaging in, conducting, or carrying on the business of a Peddler, shall file an application for a permit with the Director or his or her designee, accompanied by a nonrefundable processing fee in an amount established by resolution of the City Council. The application shall be in a form prescribed by the Director and shall contain, at a minimum, the following:

- A. The legal name, current mailing address and telephone number of the applicant;
- B. If the applicant is an agent of an individual, company, partnership, corporation, or other entity, the name and business address of the principal;

C. A copy of a California's driver's license or identification number, an individual taxpayer identification number, or a social security number. The number collected shall not be available to the public for inspection, is confidential, and shall not be disclosed except as required to administer the permit or comply with a state law or state or federal court order;

D. A description of the Merchandise;

E. A current valid California seller's permit number pursuant to Section 6067 of the California Revenue and Taxation Code;

F. If a Vendor of Food, a Food Handler Certificate issued by the Riverside County Department of Environmental Health and other applicable requirements of the County.

G. An agreement by the applicant to indemnify and hold harmless the City, its officers and employees, for any damage or injury caused to the City as a result of the Peddler conduct or activity;

H. Certification by the applicant, under penalty of perjury, that the information contained in the application is true to his or her knowledge and belief; and

I. Any other reasonable information regarding the time, place, and manner of the proposed Peddler activities.

J. The applicant's consent to a fingerprint check by the Chief of Police or his designee.

Applications for permits shall be filed a minimum of thirty (30) days prior to the date requested for issuance of the permit. Renewal permit applications shall be filed a minimum of thirty (30) days prior to the expiration of any existing permit.

5.64.040 - Issuance of Permit.

The Director or his designee shall grant a Peddler permit within ten days after receiving the completed application and proof of a valid City business license if he or she finds that all of the following requirements have been met:

A. The business license fees have been paid.

B. The application conforms in all respects to the provisions of this Chapter.

C. The applicant has not made a material misrepresentation of fact in the application.

D. The applicant has not had a similar permit or license denied or revoked by the City within one year prior to the date of the application.

E. The applicant has not been convicted, during the three-year period immediately preceding the issuance of the permit, of any offenses involving the sale of a controlled substance specified in sections 11054, 11055, 11056, 11057, or 11058 of the California Health and Safety Code in conjunction with, or while conducting, business or activity as a Peddler.

F. The applicant has obtained any other applicable City or county permits, including any City or county health permit required for the preparation and sale of food products.

G. The applicant has obtained a valid City business license and paid the appropriate business license fee.

5.64.050 - Denial of Permit.

If the Director or his designee finds that all the requirements of section 5.64.060 of the Municipal Code have not been met, he or she shall deny the application for the Peddler permit. Written notification of denial of the permit application, setting forth the grounds for denial, shall be served on the applicant by personal delivery or by first class and certified or registered mail, return receipt requested, addressed to the applicant at his or her mailing address as set forth in the permit application. Notice of denial of the application shall be deemed to have been served on the date it is personally served on the applicant or when deposited in the United States mail with postage prepaid and addressed to the applicant at his or her mailing address as set forth in the permit application, regardless whether the certified mail receipt is returned to the City signed or unsigned.

5.64.060 - Conditions Imposed on Permit.

Any person issued a permit pursuant to this Chapter shall comply with all operating requirements that are imposed as part of the permit pursuant to sections 5.64.150 and 5.64.160 of this Chapter.

5.64.070 - Permit Expiration.

A permit issued pursuant to this Chapter shall be effective for a period of one year from the date of issuance.

5.64.080 - Permits Nontransferable.

No permit issued pursuant to this Chapter shall be transferable.

5.64.090 - Revocation of Permit.

The Director may revoke a permit issued under this Chapter for any of the following reasons:

- A. The permittee has made a material misrepresentation in the application.
- B. The permittee has committed violations of this Chapter on four (4) or more separate days;
- C. The permittee has failed to maintain the insurance required by this Chapter;
- D. The permittee has failed to comply with applicable federal, state or local laws and regulations;
- E. The permittee has conducted the Vending in a manner which endangers the public health or safety.

F. The permittee's conviction at any time of an offense involving the sale of a controlled substance specified in sections 11054, 11055, 11056, 11057, or 11058 of the California Health and Safety Code in conjunction with, or while conducting, Peddler business or activity.

5.64.100 - Notice of Hearing and Grounds for Revocation.

Prior to the revocation of a permit issued under this Chapter, the permittee shall be notified in writing of the grounds for the revocation of the permit and a hearing shall be held thereon. Written notification of revocation of the permit, setting forth the grounds for the revocation, shall be served on the permittee by personal delivery or by first class and certified or registered mail, return receipt requested, addressed to the permittee at his or her mailing address as set forth in the permit application. Notice of revocation of the permit shall be deemed to have been served on the date it is personally served on the permittee or when deposited in the United States mail with postage prepaid and addressed to the applicant at his or her mailing address as set forth in the permit application, regardless whether the certified mail receipt is returned to the City signed or unsigned. Notice of the hearing shall be given in accordance with Chapter 1.17 of the Municipal Code to the permittee at least ten (10) days prior to the hearing.

5.64.110 - Emergency Temporary Suspension of Permit.

Where the conduct or the activity of the permittee creates an imminent peril to the public health or safety, a permit issued pursuant to this Chapter may be summarily suspended upon notice to the permittee, provided that the permittee shall be entitled to a hearing within three (3) days thereafter and any emergency suspension shall not exceed fifteen (15) days pending a hearing under section 5.64.100.

5.64.120 - Conduct of Hearing on Suspension or Revocation.

The Director shall conduct a hearing and make the determination on the suspension or revocation of a permit. The Director may promulgate rules of procedure for such hearings, which shall recognize the right of the permittee to be heard and to call witnesses on the permittee's behalf.

5.64.130 - Decision of Hearing on Suspension or Revocation.

The decision of the Director shall be rendered within ten (10) days of the close of the hearing. The decision shall be in writing and shall set forth the findings and reasons for the decision, and the permittee shall be notified in writing of his or her right to appeal to the Hearing Officer as set forth in section 5.64.140.

5.64.140 Appeal to Hearing Officer.

A. Any applicant for a permit under this Chapter, or a permittee, shall have the right to appeal from a decision by the Director to deny a permit application or to revoke a permit, by filing with the City Clerk a written notice of appeal, specifying the grounds for such appeal, within fifteen (15) days after the decision has been served on the applicant or permittee. Such appeal shall be heard by the Hearing Officer, as designated by the City Council from time to time, or by an administrative hearing officer designated by or at the request of the Hearing Officer, upon not less than fifteen (15) days' written notice to the appellant. The Hearing Officer, as the designated administrative hearing officer, shall consider all relevant evidence at the hearing, continue the hearing for good cause, and require such legal briefing as may be required to address any issues raised by the appeal. Within a reasonable time, but not more than thirty (30)

days following the conclusion of the hearing, the Hearing Officer or the designated administrative hearing officer shall issue a written decision affirming, denying or modifying the decision from which the appeal was taken, supported by factual findings and determinations referenced by supporting evidence. The decision of the Hearing Officer or designated administrative hearing officer shall be final. The written decision shall be served on the appellant as provided in Code of Civil Procedure section 1094.6(b), with a copy submitted to the City Clerk. The written decision shall include a notice to the appellant that the decision is subject to judicial review according to the provisions and time limits set forth in Code of Civil Procedure section 1094.6. If a timely appeal is filed, any revocation shall be stayed pending the decision of the Hearing Officer. Otherwise, the revocation shall become effective immediately upon expiration of the period for filing an appeal.

B. No person whose permit is finally denied or revoked shall be eligible to apply for a new permit for a period of one (1) year following such final action.

5.64.150 - Operating Requirements.

A. Except as otherwise permitted in this Chapter or the Municipal Code, no Peddler shall Vend in the following locations:

1. Any public property, including, without limitation, streets, alleys, and City-owned parking structures;
2. Within one hundred (100) feet of a police officer, firefighter, or emergency medical personnel who is actively performing his or her duties or providing services to the public;
3. Within one hundred (100) feet of a street intersection or traffic signal;
4. Within fifteen (15) feet of a fire hydrant, fire call box, police call box, traffic signal controller, or streetlight controller;
5. Within ten (10) feet of any driveway or driveway approach;
6. Within ten (10) feet of a marked crosswalk;
7. Within ten (10) feet of the curb return of an unmarked crosswalk;
8. Within any median strip or dividing section;
9. Within two hundred (200) feet of a Police Station or Fire Station.

B. Vending is permitted only between the hours of 8:00 a.m. and 9:00 p.m. or one-half hour after sunset, whichever comes first, except that the hours of operation shall not be more restrictive than the hours of operation imposed on other businesses or uses on the same street.

C. Peddlers shall possess at all times, while Vending, a copy of a valid current permit issued pursuant to this Chapter, as well as any other permit required by any other appropriate governmental agency. The Peddler shall display a copy of the permit upon request by authorized City employees.

D. If a Peddler of Food, the Peddler shall possess and display in plain view on a valid current Mobile Food Facility permit from Riverside County Department of Public Health and, if issued by the Riverside County Department of Environmental Health, a grade.

E. Peddlers shall comply with all applicable state and local laws, as amended from time to time, including without limitation, Chapter 9.02 (Noise Control) of the Municipal Code, Chapter 9.36 (Panhandling, Soliciting and Aggressive Solicitation the Municipal Code (Aggressive Solicitation), Chapter 8.04 (Food Handlers) of the Municipal Code, applicable California Health and Safety Code and Riverside County Ordinances, state Food labeling and preparation requirements, fire codes and regulations, and the Americans with Disabilities Act of 1990 (Public Law 101-336) and other disability access standards (both state and federal).

F. Peddlers shall not engage in any of the following activities:

1. Vending lottery tickets, alcohol, cannabis, adult oriented material, or tobacco or electronic cigarette products;

2. Vending illegal or counterfeit Merchandise;

3. Damaging public or private property, including trees, shrubs, grass, flowers, plants or vegetation;

4. Causing vehicles to stop in traffic lanes or persons to stand in traffic lanes or parking spaces; or

5. Vending in a manner that blocks or obstructs the free movement of vehicles, including Parked vehicles.

6. Where food of any kind is dispensed from a vehicle, pushcart or other conveyance, shall maintain a clearly designated litter receptacle in the immediate vicinity, marked with a sign requested use by patrons; and provided further, prior to leaving the location, shall pick up, remove, and dispose of all trash or refuse which consists of materials originally dispensed by that person, including any packages or containers, or parts thereof, used with or for dispensing such food.

5.64.160 - Identification Card.

Every Peddler that Vends Food shall obtain a food handler card issued by the Riverside County Department of Environmental Health, and shall have the food handler card and a valid and current photo identification card in their possession at all times when engaged Peddler activity. The food handler card shall be displayed to any police officer or other authorized City employee upon request of such police officer or authorized City employee.

5.64.170 - Administrative Citations.

A. In accordance with Government Code section 51039, a violation of this Chapter by a Peddler who has a valid current permit issued by the City pursuant to this Chapter is punishable only by an administrative citation, in amounts not to exceed the following:

1. One hundred dollars (\$100) for a first violation.

2. Two hundred dollars (\$200) for a second violation within one year of the first violation.

3. Five hundred dollars (\$500) for each additional violation within one year of the first violation.

4. The City may revoke a permit issued to a Peddler for the term of that permit upon the fourth violation or subsequent violations.

B. In accordance with Government Code section 51039, a violation of this Chapter by a person engaged in Peddler activity without a valid current permit issued pursuant to this Chapter is punishable only by an administrative citation, in amounts not to exceed the following, in lieu of the amounts set forth in paragraph A:

1. Two hundred fifty dollars (\$250) for a first violation.

2. Five hundred dollars (\$500) for a second violation within one year of the first violation.

3. One thousand dollars (\$1,000) for each additional violation within one year of the first violation.

4. Upon proof of a valid permit issued by the City pursuant to this article, the administrative citations set forth in this paragraph shall be reduced to the amounts set forth in paragraph A.

C. It shall constitute a new and separate offense for each and every hour during any portion of which a violation of, or failure to comply with, any provision or requirement of this Chapter is committed, continued, or permitted by any person.

D. A violation of this Chapter shall not be punishable as an infraction or misdemeanor and a person alleged to have violated any provision of this Chapter shall not be subject to arrest except when permitted under law. Further, failure to pay an administrative citation issued pursuant to this Chapter shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized herein shall not be assessed.

E. When assessing administrative citations pursuant to this Chapter, the administrative hearing officer shall take into consideration the person's ability to pay the fine. The administrative hearing officer shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

F. If the person meets the criteria described in subdivision (a) or (b) of California Government Code section 68632, the City shall accept, in full satisfaction, twenty percent (20%) of an administrative citation imposed pursuant to this Chapter.

G. The administrative hearing officer may allow a person to complete community service in lieu of paying the total administrative citation, may waive the administrative citation, or may offer an alternative disposition."

5.64.180 – Exemptions.

The provisions of this Chapter shall not apply to transporting property owned or handled on consignment by the agents or employees of an established place of business, where such transportation is incidental to such business, and when such property is being transported to or from such established place of business. "Established place of business" shall mean any permanent warehouse, building, structure, or outdoor vending business which is owned or leased, and at which the owner or lessee carries on a legitimate permanent business in good faith and at which stocks of the goods transported are produced, stored, or kept in quantities usually carried and reasonably adequate to meet the requirements of the business."

Section 4. Addition of New Chapter 5.66. The City Council hereby adds a new Chapter 5.66 to Title 5 ("BUSINESS TAXES, LICENSES AND REGULATIONS ") of the Municipal Code to read as follows:

"Chapter 5.66. Sidewalk Vending

- 5.66.010 – Definitions.
- 5.66.020 - Permit Required.
- 5.66.030 - Permit Application.
- 5.66.040 - Issuance of Permit.
- 5.66.050 - Denial of Permit.
- 5.66.060 - Conditions Imposed on Permit.
- 5.66.070 - Permit Expiration.
- 5.66.080 - Permits Nontransferable.
- 5.66.090 - Revocation of Permit.
- 5.66.100 - Notice of Hearing and Grounds for Revocation.
- 5.66.110 - Emergency Temporary Suspension of Permit.
- 5.66.120 - Conduct of Hearing on Suspension or Revocation.
- 5.66.130 - Decision of Hearing on Suspension or Revocation.
- 5.66.140 - Appeal to Hearing Officer.
- 5.66.150 - Operating Requirements.
- 5.66.160 – ~~Identification Card.~~
- ~~5.66.170~~ - Administrative Citations.

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5.66.010 - Definitions.

For purposes of this Chapter, the following definitions apply unless the context in which they are used clearly requires otherwise:

"*Chief of Police*": The Chief of Police of the City or his or her designee.

"*Director*": The Planning Director of the City or his or her designee.

"*Fire Station*": Any facility where fire engines and other equipment of the City's Fire Department are housed.

“Food”: Any type of raw, cooked, or processed edible substance, including any food product or beverage.

“Merchandise”: Any tangible goods or items that are not Food.

“Park”: A public park shall mean any park open to the public located within the City and includes all Sidewalks and parking lots located within or on the perimeter of a public park.

“Police Station”: Any facility where police vehicles and other equipment of the City's Police Department are housed.

“Roaming Sidewalk Vendor”: A Sidewalk Vendor who moves from place to place and stops only to complete a transaction.

“Sidewalk”: A public sidewalk or paved pedestrian path or walkway specifically designed for pedestrian travel.

“Sidewalk Vendor”: A person who Vends from a Vending cart or from one's person, upon a Sidewalk.

“Stationary Sidewalk Vendor”: A Sidewalk Vendor who Vends from a fixed location.

“Temporary Special Permit”: A permit issued by the City for the temporary use of, or encroachment on, the Sidewalk or other public area, including but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, filming, parades, outdoor concerts, festivals, carnivals, and street fairs.

“Vend” or “Vending”: To barter, exchange, sell, offer for sale, display for sale, or solicit offers to purchase, Food or Merchandise, or to require someone to negotiate, establish, or pay a fee before providing Food or Merchandise, even if characterized as a donation.

“Vending Cart”: A pushcart, stand, display, pedal-driven Cart, wagon, showcase, rack, or other non-motorized conveyance used for Vending, that is not a vehicle as defined in the California Vehicle Code.

5.66.020 - Permit Required.

No person shall engage in, conduct, or carry on the business of Vending on a Sidewalk without a permit issued under the provisions of this Chapter.

5.66.030 - Permit Application.

Every person, prior to engaging in, conducting, or carrying on the business of Vending on a Sidewalk, shall file an application for a permit with the Director, accompanied by a nonrefundable processing fee in an amount established by resolution of the City Council. The application shall be in a form prescribed by the Director and shall contain, at a minimum, the following:

A. The legal name, current mailing address and telephone number of the applicant;

B. If the applicant is an agent of an individual, company, partnership, corporation, or other entity, the name and business address of the principal;

C. A copy of a California's driver's license or identification number, an individual taxpayer identification number, or a social security number. The number collected shall not be available to the public for inspection, is confidential, and shall not be disclosed except as required to administer the permit or comply with a state law or state or federal court order;

D. A description of the Food and/or Merchandise for Vending;

E. The dimensions of the Vending Cart;

F. A current valid California seller's permit number pursuant to Section 6067 of the California Revenue and Taxation Code;

G. If a Vendor of Food, a Food Handler Certificate issued by the Riverside County Department of Environmental Health and other applicable requirements of the County.

H. An agreement by the applicant to indemnify and hold harmless the City, its officers and employees, for any damage or injury caused to the City as a result of the Sidewalk Vending conduct or activity;

I. Certification by the applicant, under penalty of perjury, that the information contained in the application is true to his or her knowledge and belief; and

J. Any other reasonable information regarding the time, place, and manner of the proposed Sidewalk Vending activities.

Applications for permits shall be filed a minimum of thirty (30) days prior to the date requested for issuance of the permit. Renewal permit applications shall be filed a minimum of thirty (30) days prior to the expiration of any existing permit.

5.66.040 - Issuance of Permit.

The Director or his designee shall grant a Sidewalk Vendor permit within ten days after receiving the completed application and proof of a valid City business license if he or she finds that all of the following requirements have been met:

A. The business license fees have been paid.

B. The application conforms in all respects to the provisions of this Chapter.

C. The applicant has not made a material misrepresentation of fact in the application.

D. The applicant has not had a similar permit or license denied or revoked by the City within one year prior to the date of the application.

E. The applicant has not been convicted, during the three-year period immediately preceding the issuance of the permit, of any offenses involving the sale of a controlled substance specified in sections 11054, 11055, 11056, 11057, or 11058 of the California Health and Safety Code in conjunction with, or while conducting, Sidewalk Vending business or activity.

F. The applicant has obtained any other applicable City or county permits, including any City or county health permit required for the preparation and sale of food products.

G. The applicant has obtained a valid City business license and paid the appropriate business license fee.

5.66.050 - Denial of Permit.

If the Director finds that all the requirements of section 5.64.060 of the Municipal Code have not been met, he or she shall deny the application for the Sidewalk Vendor permit. Written notification of denial of the permit application, setting forth the grounds for denial, shall be served on the applicant by personal delivery or by first class and certified or registered mail, return receipt requested, addressed to the applicant at his or her mailing address as set forth in the permit application. Notice of denial of the application shall be deemed to have been served on the date it is personally served on the applicant or when deposited in the United States mail with postage prepaid and addressed to the applicant at his or her mailing address as set forth in the permit application, regardless whether the certified mail receipt is returned to the City signed or unsigned.

5.66.060 - Conditions Imposed on Permit.

Any person issued a permit pursuant to this Chapter shall comply with all operating requirements that are imposed as part of the permit pursuant to sections 5.66.150 and 5.66.160 of this Chapter.

5.66.070 - Permit Expiration.

A permit issued pursuant to this Chapter shall be effective for a period of one year from the date of issuance.

5.66.080 - Permits Nontransferable.

No permit issued pursuant to this Chapter shall be transferable.

5.66.090 - Revocation of Permit.

The Director may revoke a permit issued under this Chapter for any of the following reasons:

- A. The permittee has made a material misrepresentation in the application.
- B. The permittee has committed violations of this Chapter on four (4) or more separate days;
- C. The permittee has failed to maintain the insurance required by this Chapter;
- D. The permittee has failed to comply with applicable federal, state or local laws and regulations;
- E. The permittee has conducted the Vending in a manner which endangers the public health or safety.
- F. The permittee's conviction at any time of an offense involving the sale of a controlled substance specified in sections 11054, 11055, 11056, 11057, or 11058 of the

California Health and Safety Code in conjunction with, or while conducting, Sidewalk Vending business or activity.

5.66.100 - Notice of Hearing and Grounds for Revocation.

Prior to the revocation of a permit issued under this Chapter, the permittee shall be notified in writing of the grounds for the revocation of the permit and a hearing shall be held thereon. Written notification of revocation of the permit, setting forth the grounds for the revocation, shall be served on the permittee by personal delivery or by first class and certified or registered mail, return receipt requested, addressed to the permittee at his or her mailing address as set forth in the permit application. Notice of revocation of the permit shall be deemed to have been served on the date it is personally served on the permittee or when deposited in the United States mail with postage prepaid and addressed to the applicant at his or her mailing address as set forth in the permit application, regardless whether the certified mail receipt is returned to the City signed or unsigned. Notice of the hearing shall be given in accordance with Chapter 1.17 of the Municipal Code to the permittee at least ten (10) days prior to the hearing.

5.66.110 - Emergency Temporary Suspension of Permit.

Where the conduct or the activity of the permittee creates an imminent peril to the public health or safety, a permit issued pursuant to this Chapter may be summarily suspended upon notice to the permittee, provided that the permittee shall be entitled to a hearing within three (3) days thereafter and any emergency suspension shall not exceed fifteen (15) days pending a hearing under section 5.66.100.

5.66.120 - Conduct of Hearing on Suspension or Revocation.

The Director shall conduct a hearing and make the determination on the suspension or revocation of a permit. The Director may promulgate rules of procedure for such hearings, which shall recognize the right of the permittee to be heard and to call witnesses on the permittee's behalf.

5.66.130 - Decision of Hearing on Suspension or Revocation.

The decision of the Director shall be rendered within ten (10) days of the close of the hearing. The decision shall be in writing and shall set forth the findings and reasons for the decision, and the permittee shall be notified in writing of his or her right to appeal to the Hearing Officer as set forth in section 5.66.140.

5.66.140 - Appeal to Hearing Officer.

A. Any applicant for a permit under this Chapter, or a permittee, shall have the right to appeal from a decision by the Director to deny a permit application or to revoke a permit, by filing with the City Clerk a written notice of appeal, specifying the grounds for such appeal, within fifteen (15) days after the decision has been served on the applicant or permittee. Such appeal shall be heard by the Hearing Officer, as designated by the City Council from time to time, or by an administrative hearing officer designated by or at the request of the Hearing Officer, upon not less than fifteen (15) days' written notice to the appellant. The Hearing Officer, as the designated administrative hearing officer, shall consider all relevant evidence at the hearing, continue the hearing for good cause, and require such legal briefing as may be required to address any issues raised by the appeal. Within a reasonable time, but not more than thirty (30)

days following the conclusion of the hearing, the Hearing Officer or the designated administrative hearing officer shall issue a written decision affirming, denying or modifying the decision from which the appeal was taken, supported by factual findings and determinations referenced by supporting evidence. The decision of the Hearing Officer or designated administrative hearing officer shall be final. The written decision shall be served on the appellant as provided in Code of Civil Procedure section 1094.6(b), with a copy submitted to the City Clerk. The written decision shall include a notice to the appellant that the decision is subject to judicial review according to the provisions and time limits set forth in Code of Civil Procedure section 1094.6. If a timely appeal is filed, any revocation shall be stayed pending the decision of the Hearing Officer. Otherwise, the revocation shall become effective immediately upon expiration of the period for filing an appeal.

B. No person whose permit is finally denied or revoked shall be eligible to apply for a new permit for a period of one (1) year following such final action.

5.66.150 - Operating Requirements.

A. Except as otherwise permitted in this Chapter or the Municipal Code, no Sidewalk Vendor shall Vend in any of the following locations:

1. Any public property other than a Sidewalk, including, without limitation, streets, alleys, and City-owned parking structures;
2. Within two hundred (200) feet of any other Sidewalk Vendor;
3. Within one hundred (100) feet of a police officer, firefighter, or emergency medical personnel who is actively performing his or her duties or providing services to the public;
4. Within one hundred (100) feet of a street intersection or traffic signal;
5. Within fifteen (15) feet of a fire hydrant, fire call box, police call box, traffic signal controller, or streetlight controller;
6. Within ten (10) feet of any driveway or driveway approach;
7. Within ten (10) feet of a marked crosswalk;
8. Within ten (10) feet of the curb return of an unmarked crosswalk;
9. Within any median strip or dividing section;
10. Within two hundred (200) feet of a Police Station or Fire Station.

B. Sidewalk Vendors must at all times maintain a clearance ~~of not less than forty-eight (48) inches on all Sidewalks so as within a sidewalk sufficient~~ to enable persons to freely pass while walking, running, or using mobility assistance devices.

C. Sidewalk Vending is permitted only between the hours of 8:00 a.m. and 9:00 p.m. or one-half hour after sunset, whichever comes first, except that the hours of operation shall not be more restrictive than the hours of operation imposed on other businesses or uses on the same street.

D. If a Sidewalk Vendor of Food other than solely prepacked Food, the Vendor shall possess hand sanitizer for use by the Sidewalk Vendor and patrons.

E. If a Stationary Sidewalk Vendor, the Vendor shall maintain a clearly designated litter receptacle in the immediate vicinity, marked with a sign requesting use by patrons. The litter receptacle must be large enough to accommodate customer litter without resort to existing litter receptacles located on any block for use by the general public. The Vendor's litter receptacle may not be left on the Sidewalk upon leaving any Vending location.

F. If a Roaming Sidewalk Vendor Vending from a Vending Cart, the Vendor shall maintain a litter receptacle attached to the Vending Cart large enough to accommodate customer litter without resort to existing litter receptacles located on any block for use by the general public and marked with a sign requesting use by patrons.

G. Sidewalk Vendors shall maintain a neat, sanitary, hazard and trash-free ten (10) foot radius of the Vending location during hours of operation, and prior to leaving any Vending location, the Sidewalk Vendor shall pick up, remove, and dispose of all litter generated by the Vending operations within a ten (10) foot radius of the Vending location in the Sidewalk Vendor's litter receptacle. Sidewalk Vendors shall not throw, deposit, or leave, or permit to be thrown, deposited, or left, any litter, Food, or other discarded or abandoned objects, in or upon any street, Sidewalk, gutter, storm drain, inlet, catch basin, or other drainage structure, or upon any public or private land in the City, so that the same might be or become a pollutant.

H. Sidewalk Vendors shall immediately clean up any Food, grease or other fluid or item related to Sidewalk Vending activities that falls on public property.

I. If a Stationary Sidewalk Vendor remains in place for one (1) hour or longer, the Sidewalk Vendor must be located within three hundred (300) feet of a publicly-accessible restroom.

J. Sidewalk Vendors must ensure that Food and Merchandise are securely fastened to the Vending Cart in such a manner that the Food or Merchandise does not fall off or extend outside of the frame of the Vending Cart.

K. All Food and Merchandise shall be stored either inside or affixed to the Vending Cart or carried by the Sidewalk Vendor.

L. Vending Carts shall not be placed on any public property other than a Sidewalk.

M. Vending Carts shall not touch, lean against or be affixed at any time to any building or structure including, but not limited to poles, signs, trees, lampposts, parking meters, mailboxes, traffic signals, fire hydrants, benches, bus shelters, newsstands, trashcans or traffic barriers, or other objects on public property or in the public right-of-way.

P. All signage and advertising related in any way to the Sidewalk Vendor must be attached to the Vending Cart or the Sidewalk Vendor's person, and shall not be electrical, flashing, wind-powered or animated.

Q. A Vending Cart approved by the Riverside County Department of Environmental Health to Vend one type or types of Food may not be used to Vend a different type of Food.

R. Sidewalk Vendors shall possess at all times, while Vending, a copy of a valid current permit issued pursuant to this Chapter, as well as any other permit required by any other appropriate governmental agency. The Sidewalk Vendor permit shall be displayed conspicuously at all times on the Vending Cart or the Sidewalk Vendor's person. If multiple Sidewalk Vendors are staffing a Vending Cart or working as Roaming Sidewalk Vendors, each person shall wear their permit on their person in a conspicuous manner. With respect to all other required permits, the Sidewalk Vendor shall display a copy of the permit upon request by authorized City employees.

S. If a Sidewalk Vendor of Food, the Vendor shall possess and display in plain view on the Vending Cart a valid current Mobile Food Facility permit from Riverside County Department of Public Health and, if issued by the Riverside County Department of Environmental Health, a grade.

T. Sidewalk Vendors shall comply with all applicable state and local laws, as amended from time to time, including without limitation, Chapter 9.02 (Noise Control) of the Municipal Code, Chapter 9.36 (Panhandling, Soliciting and Aggressive Solicitation the Municipal Code (Aggressive Solicitation), Chapter 8.04 (Food Handlers) of the Municipal Code, applicable California Health and Safety Code and Riverside County Ordinances, state Food labeling and preparation requirements, fire codes and regulations, and the Americans with Disabilities Act of 1990 (Public Law 101-336) and other disability access standards (both state and federal).

U. Not including an attached litter receptacle, Vending Carts shall not exceed a length of four (4) feet, a width of four (4) feet, or a height, including a roof, umbrella, or awning, of ten (10) feet provided that any umbrella or awning shall be no less than seven (7) feet above the surface of the Sidewalk.

V. Vending Carts shall not be accompanied by accessories, including, but not limited to, tables, chairs, benches and umbrellas except that one chair and one umbrella may be provided for the purpose of allowing the Vendor or an employee to be seated in shade.

W. Vending Carts for Merchandise, if stored in the City, shall be fully enclosed by a structure with walls and a roof when not in use for Sidewalk Vending.

X. Vending Carts for Food shall be stored in accordance with all requirements of the Riverside County Department of Public Health and the City's Health Department.

Y. Vending Carts shall have locking wheels to prevent uncontrolled movement.

Z. Vending Carts shall not be left unattended.

AA. Vending Carts shall not be left overnight on any public property or rights-of-way.

BB. Sidewalk Vendors shall not engage in any of the following activities:

1. Vending lottery tickets, alcohol, cannabis, adult oriented material, or tobacco or electronic cigarette products;
2. Vending illegal or counterfeit Merchandise;

3. Damaging public or private property, including trees, shrubs, grass, flowers, plants or vegetation;
4. Causing vehicles to stop in traffic lanes or persons to stand in traffic lanes or parking spaces; or
5. Vending in a manner that blocks or obstructs the free movement of vehicles, including Parked vehicles.

~~5.66.160 - Identification Card.~~

~~Every Sidewalk Vendor shall obtain a food handler card issued by the Riverside County Department of Environmental Health, and shall have the food handler card and a valid and current photo identification card in their possession at all times when engaged in Sidewalk Vending. The food handler card shall be displayed to any police officer or other authorized City employee upon request of such police officer or authorized City employee.~~

~~5.66.170 - Administrative Citations.~~

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A. In accordance with Government Code section 51039, a violation of this Chapter by a Sidewalk Vendor who has a valid current permit issued by the City pursuant to this Chapter is punishable only by an administrative citation, in amounts not to exceed the following:

1. One hundred dollars (\$100) for a first violation.
2. Two hundred dollars (\$200) for a second violation within one year of the first violation.
3. Five hundred dollars (\$500) for each additional violation within one year of the first violation.
4. The City may revoke a permit issued to a Sidewalk Vendor for the term of that permit upon the fourth violation or subsequent violations.

B. In accordance with Government Code section 51039, a violation of this Chapter by a person engaged in Sidewalk Vending without a valid current permit issued pursuant to this Chapter is punishable only by an administrative citation, in amounts not to exceed the following, in lieu of the amounts set forth in paragraph A:

1. Two hundred fifty dollars (\$250) for a first violation. or his or her designee.
2. Five hundred dollars (\$500) for a second violation within one year of the first violation.
3. One thousand dollars (\$1,000) for each additional violation within one year of the first violation.
4. Upon proof of a valid permit issued by the City pursuant to this article, the administrative citations set forth in this paragraph shall be reduced to the amounts set forth in paragraph A.

5. It shall constitute a new and separate offense for each and every hour during any portion of which a violation of, or failure to comply with, any provision or requirement of this Chapter is committed, continued, or permitted by any person.

6. A violation of this Chapter shall not be punishable as an infraction or misdemeanor and a person alleged to have violated any provision of this Chapter shall not be subject to arrest except when permitted under law. Further, failure to pay an administrative citation issued pursuant to this Chapter shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized herein shall not be assessed.

7. When assessing administrative citations pursuant to this Chapter, the administrative hearing officer shall take into consideration the person's ability to pay the fine. The administrative hearing officer shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

8. If the person meets the criteria described in subdivision (a) or (b) of California Government Code section 68632, the City shall accept, in full satisfaction, twenty percent (20%) of an administrative citation imposed pursuant to this Chapter.

9. The administrative hearing officer may allow a person to complete community service in lieu of paying the total administrative citation, may waive the administrative citation, or may offer an alternative disposition."

Section 5. Severability. If any sentence, word, phrase, section or provision of this ordinance is held invalid by a court of competent jurisdiction, such provision shall be considered a separate, distinct and independent provision and such holding shall not affect the validity and enforceability of the other provisions of this ordinance.

Section 6. Publication and Certification. The City Clerk shall cause this ordinance to be published at least once in a newspaper of general circulation published and circulated in the City within fifteen (15) days after its passage in accordance with Section 36933 of the Government Code, shall certify to the adoption of this ordinance, and shall cause this ordinance and certification, together with proof of publication, to be entered in the book of ordinances of the Council of this City.

Section 7. Effective Date. This ordinance shall take effect thirty-one days after its adoption.

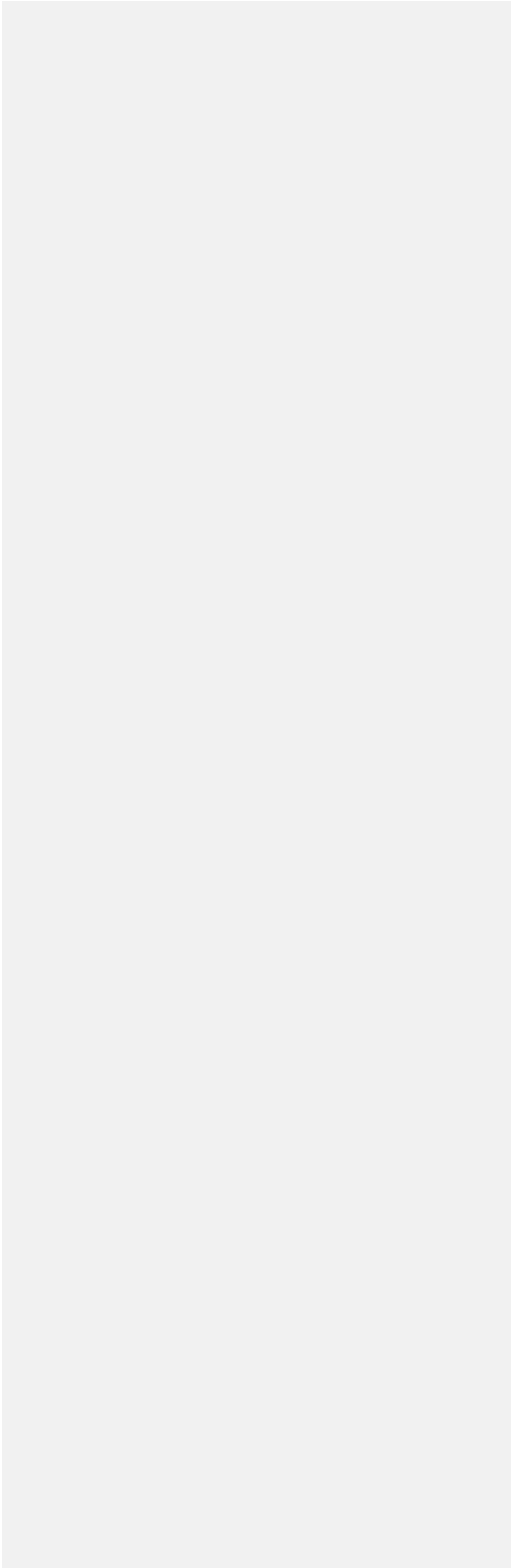
NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Beaumont, California, approves an amendment to the City Code.

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 August, 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: _____
Deputy City Clerk

Approved as to form:

John O. Pinkney, City Attorney

ORDINANCE NO. ____
AN ORDINANCE OF THE CITY OF BEAUMONT AMENDING THE
BEAUMONT MUNICIPAL CODE TO REPEAL CHAPTER 5.64 AND
REPLACE WITH A NEW CHAPTER 5.64 ENTITLED "PEDDLERS,"
AND TO ADD CHAPTER 5.66, A SIDEWALK VENDING
PROGRAM, AND MAKING FINDINGS PURSUANT TO THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT

THE CITY COUNCIL OF THE CITY OF BEAUMONT HEREBY ORDAINS AS FOLLOWS:

Section 1. Findings.

(a) Senate Bill 946 was signed into law on September 17, 2018, and took effect on January 1, 2019.

(b) Senate Bill 946, which is codified at Chapter 6.2 (commencing with Section 51036) of Part 1 of Division 1 of Title 5 of the California Government Code, limits the authority of cities and counties to regulate Sidewalk Vendors except in accordance with the provisions of California Government Code Sections 51038 and 51039.

(c) The Beaumont Municipal Code ("Municipal Code") currently regulates Sidewalk Vendors in a manner that is inconsistent with Senate Bill 946.

(d) Chapter 5.64 of the Municipal Code, Commercial Peddlers, Solicitors and Itinerant Merchants, is no longer consistent with current modes of commerce and is inconsistent with current law.

(e) The City desires to amend its Municipal Code to (1) repeal and replace chapter 5.64, (2) adopt a sidewalk vending program, and (3) ensure compliance with Senate Bill 946.

(f) Regulation of sidewalk vending will benefit the City as a whole as it will lead to orderly commerce while encouraging entrepreneurship and providing economic opportunity for people to support themselves and their families.

(g) The act of vending on public sidewalks, pedestrian paths or pedestrian walkways creates the potential for safety hazards, such as, but not limited to, inhibiting the ability of disabled individuals and other pedestrians to follow a safe path of travel; interfering with the performance of police, firefighter and emergency medical personnel services; encouraging pedestrians to cross mid-block or stand in roadways to purchase food and merchandise; and creating obstacles and contributing to congestion for pedestrian, vehicle, and bicycle traffic.

(h) Regulations of sidewalk vendors are needed to accommodate sidewalk vendors' equipment while safeguarding pedestrian movement on public sidewalks, parkways, pedestrian paths or walkways, and other public rights-of-way.

(i) Regulations of sidewalk vendors engaged in the sale of food and food products are needed to protect the public health and safety by ensuring that sidewalk vendors prepare

food safely and in accordance with the requirements of the Riverside County Department of Public Health and the City's Health Department.

(j) Regulations of sidewalk vendors are needed to prevent hazardous or unsanitary conditions and to ensure that trash and debris are removed by sidewalk vendors and do not become a pollutant.

(j) The City Council adopts this ordinance under the authority provided in Senate Bill 946 and Government Code Sections 51036 through 51039 and finds that the time, place, and manner regulations and requirements provided herein are directly related to the City's purpose of protecting the health, safety and welfare of its residents, businesses and visitors, including ensuring compliance with the American with Disabilities Act of 1990 (Public Law 101-336) and other disability standards; ensuring the public's use and enjoyment of natural resources and recreational opportunities; and preventing an undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of City parks.

Section 2. CEQA. The City Council hereby finds and determines that this ordinance is not subject to the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*) ("CEQA") pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the State CEQA Guidelines because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, because there is no possibility that it may have a significant effect on the environment, and because it is not a "project" as that term is defined in Section 15378 of the State CEQA Guidelines.

Section 3. Repeal and Replace Chapter 5.64. The City Council hereby repeals Chapter 5.64 of the Municipal Code, Commercial Peddlers, Solicitors and Itinerant Merchants, in its entirety, and replaces with a new Chapter 5.64 entitled "Peddlers" to read as follows:

"Chapter 5.64. Peddlers

- 5.64.010 – Definitions.
- 5.64.020 - Permit Required.
- 5.64.030 - Permit Application.
- 5.64.040 - Issuance of Permit.
- 5.64.050 - Denial of Permit.
- 5.64.060 - Conditions Imposed on Permit.
- 5.64.070 - Permit Expiration.
- 5.64.080 - Permits Nontransferable.
- 5.64.090 - Revocation of Permit.
- 5.64.100 - Notice of Hearing and Grounds for Revocation.
- 5.64.110 - Emergency Temporary Suspension of Permit.
- 5.64.120 - Conduct of Hearing on Suspension or Revocation.
- 5.64.130 - Decision of Hearing on Suspension or Revocation.
- 5.64.140 - Appeal to Hearing Officer.
- 5.64.150 - Operating Requirements.
- 5.64.160 - Identification Card.
- 5.64.170 - Administrative Citations.
- 5.64.180 - Exemptions.

5.64.010 – Definitions.

For purposes of this Chapter, the following definitions apply unless the context in which they are used clearly requires otherwise:

“Chief of Police”: The Chief of Police of the City or his or her designee.

“Director”: The Planning Director of the City or his or her designee.

“Food”: Any type of raw, cooked, or processed edible substance, including any food product or beverage.

“Merchandise”: goods, wares, merchandise, meats, fish, vegetables, fruits, farm products, or prepared foods.

“Peddler”: shall mean any person, traveling by foot, automotive vehicle, or any other type of conveyance from place to place, house to house, or from street to street carrying, conveying, or transporting Merchandise and offering and exposing the same for sale, or making sales and delivering articles to purchasers, or any person who traveling from place to place, shall sell or offer for sale such Merchandise from an automotive vehicle, or other vehicle or conveyance; or any person who solicits orders and as a separate transaction makes deliveries to purchaser. "Peddler" shall not include a person engaged in, conducting or carrying on the business of vending on a sidewalk, pursuant to a valid permit issued pursuant to Chapter 5.66.

“Temporary Special Permit”: A permit issued by the City for the temporary use of, or encroachment on, the sidewalk or other public area, including but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, filming, parades, outdoor concerts, festivals, carnivals, and street fairs.

“Vend” or “Vending”: To barter, exchange, sell, offer for sale, display for sale, or solicit offers to purchase, Food or Merchandise, or to require someone to negotiate, establish, or pay a fee before providing Food or Merchandise, even if characterized as a donation.

5.64.020 - Permit Required.

No person shall engage in, conduct, or carry on the business of Vending as a Peddler without a permit issued under the provisions of this Chapter.

5.64.030 - Permit Application.

Every person, prior to engaging in, conducting, or carrying on the business of a Peddler, shall file an application for a permit with the Director or his or her designee, accompanied by a nonrefundable processing fee in an amount established by resolution of the City Council. The application shall be in a form prescribed by the Director and shall contain, at a minimum, the following:

- A. The legal name, current mailing address and telephone number of the applicant;
- B. If the applicant is an agent of an individual, company, partnership, corporation, or other entity, the name and business address of the principal;

C. A copy of a California's driver's license or identification number, an individual taxpayer identification number, or a social security number. The number collected shall not be available to the public for inspection, is confidential, and shall not be disclosed except as required to administer the permit or comply with a state law or state or federal court order;

D. A description of the Merchandise;

E. A current valid California seller's permit number pursuant to Section 6067 of the California Revenue and Taxation Code;

F. If a Vendor of Food, a Food Handler Certificate issued by the Riverside County Department of Environmental Health and other applicable requirements of the County.

G. An agreement by the applicant to indemnify and hold harmless the City, its officers and employees, for any damage or injury caused to the City as a result of the Peddler conduct or activity;

H. Certification by the applicant, under penalty of perjury, that the information contained in the application is true to his or her knowledge and belief; and

I. Any other reasonable information regarding the time, place, and manner of the proposed Peddler activities.

J. The applicant's consent to a fingerprint check by the Chief of Police or his designee.

Applications for permits shall be filed a minimum of thirty (30) days prior to the date requested for issuance of the permit. Renewal permit applications shall be filed a minimum of thirty (30) days prior to the expiration of any existing permit.

5.64.040 - Issuance of Permit.

The Director or his designee shall grant a Peddler permit within ten days after receiving the completed application and proof of a valid City business license if he or she finds that all of the following requirements have been met:

A. The business license fees have been paid.

B. The application conforms in all respects to the provisions of this Chapter.

C. The applicant has not made a material misrepresentation of fact in the application.

D. The applicant has not had a similar permit or license denied or revoked by the City within one year prior to the date of the application.

E. The applicant has not been convicted, during the three-year period immediately preceding the issuance of the permit, of any offenses involving the sale of a controlled substance specified in sections 11054, 11055, 11056, 11057, or 11058 of the California Health and Safety Code in conjunction with, or while conducting, business or activity as a Peddler.

F. The applicant has obtained any other applicable City or county permits, including any City or county health permit required for the preparation and sale of food products.

G. The applicant has obtained a valid City business license and paid the appropriate business license fee.

5.64.050 - Denial of Permit.

If the Director or his designee finds that all the requirements of section 5.64.060 of the Municipal Code have not been met, he or she shall deny the application for the Peddler permit. Written notification of denial of the permit application, setting forth the grounds for denial, shall be served on the applicant by personal delivery or by first class and certified or registered mail, return receipt requested, addressed to the applicant at his or her mailing address as set forth in the permit application. Notice of denial of the application shall be deemed to have been served on the date it is personally served on the applicant or when deposited in the United States mail with postage prepaid and addressed to the applicant at his or her mailing address as set forth in the permit application, regardless whether the certified mail receipt is returned to the City signed or unsigned.

5.64.060 - Conditions Imposed on Permit.

Any person issued a permit pursuant to this Chapter shall comply with all operating requirements that are imposed as part of the permit pursuant to sections 5.64.150 and 5.64.160 of this Chapter.

5.64.070 - Permit Expiration.

A permit issued pursuant to this Chapter shall be effective for a period of one year from the date of issuance.

5.64.080 - Permits Nontransferable.

No permit issued pursuant to this Chapter shall be transferable.

5.64.090 - Revocation of Permit.

The Director may revoke a permit issued under this Chapter for any of the following reasons:

- A. The permittee has made a material misrepresentation in the application.
- B. The permittee has committed violations of this Chapter on four (4) or more separate days;
- C. The permittee has failed to maintain the insurance required by this Chapter;
- D. The permittee has failed to comply with applicable federal, state or local laws and regulations;
- E. The permittee has conducted the Vending in a manner which endangers the public health or safety.

F. The permittee's conviction at any time of an offense involving the sale of a controlled substance specified in sections 11054, 11055, 11056, 11057, or 11058 of the California Health and Safety Code in conjunction with, or while conducting, Peddler business or activity.

5.64.100 - Notice of Hearing and Grounds for Revocation.

Prior to the revocation of a permit issued under this Chapter, the permittee shall be notified in writing of the grounds for the revocation of the permit and a hearing shall be held thereon. Written notification of revocation of the permit, setting forth the grounds for the revocation, shall be served on the permittee by personal delivery or by first class and certified or registered mail, return receipt requested, addressed to the permittee at his or her mailing address as set forth in the permit application. Notice of revocation of the permit shall be deemed to have been served on the date it is personally served on the permittee or when deposited in the United States mail with postage prepaid and addressed to the applicant at his or her mailing address as set forth in the permit application, regardless whether the certified mail receipt is returned to the City signed or unsigned. Notice of the hearing shall be given in accordance with Chapter 1.17 of the Municipal Code to the permittee at least ten (10) days prior to the hearing.

5.64.110 - Emergency Temporary Suspension of Permit.

Where the conduct or the activity of the permittee creates an imminent peril to the public health or safety, a permit issued pursuant to this Chapter may be summarily suspended upon notice to the permittee, provided that the permittee shall be entitled to a hearing within three (3) days thereafter and any emergency suspension shall not exceed fifteen (15) days pending a hearing under section 5.64.100.

5.64.120 - Conduct of Hearing on Suspension or Revocation.

The Director shall conduct a hearing and make the determination on the suspension or revocation of a permit. The Director may promulgate rules of procedure for such hearings, which shall recognize the right of the permittee to be heard and to call witnesses on the permittee's behalf.

5.64.130 - Decision of Hearing on Suspension or Revocation.

The decision of the Director shall be rendered within ten (10) days of the close of the hearing. The decision shall be in writing and shall set forth the findings and reasons for the decision, and the permittee shall be notified in writing of his or her right to appeal to the Hearing Officer as set forth in section 5.64.140.

5.64.140 Appeal to Hearing Officer.

A. Any applicant for a permit under this Chapter, or a permittee, shall have the right to appeal from a decision by the Director to deny a permit application or to revoke a permit, by filing with the City Clerk a written notice of appeal, specifying the grounds for such appeal, within fifteen (15) days after the decision has been served on the applicant or permittee. Such appeal shall be heard by the Hearing Officer, as designated by the City Council from time to time, or by an administrative hearing officer designated by or at the request of the Hearing Officer, upon not less than fifteen (15) days' written notice to the appellant. The Hearing Officer, as the designated administrative hearing officer, shall consider all relevant evidence at the hearing, continue the hearing for good cause, and require such legal briefing as may be required to address any issues raised by the appeal. Within a reasonable time, but not more than thirty (30)

days following the conclusion of the hearing, the Hearing Officer or the designated administrative hearing officer shall issue a written decision affirming, denying or modifying the decision from which the appeal was taken, supported by factual findings and determinations referenced by supporting evidence. The decision of the Hearing Officer or designated administrative hearing officer shall be final. The written decision shall be served on the appellant as provided in Code of Civil Procedure section 1094.6(b), with a copy submitted to the City Clerk. The written decision shall include a notice to the appellant that the decision is subject to judicial review according to the provisions and time limits set forth in Code of Civil Procedure section 1094.6. If a timely appeal is filed, any revocation shall be stayed pending the decision of the Hearing Officer. Otherwise, the revocation shall become effective immediately upon expiration of the period for filing an appeal.

B. No person whose permit is finally denied or revoked shall be eligible to apply for a new permit for a period of one (1) year following such final action.

5.64.150 - Operating Requirements.

A. Except as otherwise permitted in this Chapter or the Municipal Code, no Peddler shall Vend in the following locations:

1. Any public property, including, without limitation, streets, alleys, and City-owned parking structures;
2. Within one hundred (100) feet of a police officer, firefighter, or emergency medical personnel who is actively performing his or her duties or providing services to the public;
3. Within one hundred (100) feet of a street intersection or traffic signal;
4. Within fifteen (15) feet of a fire hydrant, fire call box, police call box, traffic signal controller, or streetlight controller;
5. Within ten (10) feet of any driveway or driveway approach;
6. Within ten (10) feet of a marked crosswalk;
7. Within ten (10) feet of the curb return of an unmarked crosswalk;
8. Within any median strip or dividing section;
9. Within two hundred (200) feet of a Police Station or Fire Station.

B. Vending is permitted only between the hours of 8:00 a.m. and 9:00 p.m. or one-half hour after sunset, whichever comes first, except that the hours of operation shall not be more restrictive than the hours of operation imposed on other businesses or uses on the same street.

C. Peddlers shall possess at all times, while Vending, a copy of a valid current permit issued pursuant to this Chapter, as well as any other permit required by any other appropriate governmental agency. The Peddler shall display a copy of the permit upon request by authorized City employees.

D. If a Peddler of Food, the Peddler shall possess and display in plain view on a valid current Mobile Food Facility permit from Riverside County Department of Public Health and, if issued by the Riverside County Department of Environmental Health, a grade.

E. Peddlers shall comply with all applicable state and local laws, as amended from time to time, including without limitation, Chapter 9.02 (Noise Control) of the Municipal Code, Chapter 9.36 (Panhandling, Soliciting and Aggressive Solicitation the Municipal Code (Aggressive Solicitation), Chapter 8.04 (Food Handlers) of the Municipal Code, applicable California Health and Safety Code and Riverside County Ordinances, state Food labeling and preparation requirements, fire codes and regulations, and the Americans with Disabilities Act of 1990 (Public Law 101-336) and other disability access standards (both state and federal).

F. Peddlers shall not engage in any of the following activities:

1. Vending lottery tickets, alcohol, cannabis, adult oriented material, or tobacco or electronic cigarette products;
2. Vending illegal or counterfeit Merchandise;
3. Damaging public or private property, including trees, shrubs, grass, flowers, plants or vegetation;
4. Causing vehicles to stop in traffic lanes or persons to stand in traffic lanes or parking spaces; or
5. Vending in a manner that blocks or obstructs the free movement of vehicles, including Parked vehicles.
6. Where food of any kind is dispensed from a vehicle, pushcart or other conveyance, shall maintain a clearly designated litter receptacle in the immediate vicinity, marked with a sign requested use by patrons; and provided further, prior to leaving the location, shall pick up, remove, and dispose of all trash or refuse which consists of materials originally dispensed by that person, including any packages or containers, or parts thereof, used with or for dispensing such food.

5.64.160 - Identification Card.

Every Peddler that Vends Food shall obtain a food handler card issued by the Riverside County Department of Environmental Health, and shall have the food handler card and a valid and current photo identification card in their possession at all times when engaged Peddler activity. The food handler card shall be displayed to any police officer or other authorized City employee upon request of such police officer or authorized City employee.

5.64.170 - Administrative Citations.

A. In accordance with Government Code section 51039, a violation of this Chapter by a Peddler who has a valid current permit issued by the City pursuant to this Chapter is punishable only by an administrative citation, in amounts not to exceed the following:

1. One hundred dollars (\$100) for a first violation.

2. Two hundred dollars (\$200) for a second violation within one year of the first violation.

3. Five hundred dollars (\$500) for each additional violation within one year of the first violation.

4. The City may revoke a permit issued to a Peddler for the term of that permit upon the fourth violation or subsequent violations.

B. In accordance with Government Code section 51039, a violation of this Chapter by a person engaged in Peddler activity without a valid current permit issued pursuant to this Chapter is punishable only by an administrative citation, in amounts not to exceed the following, in lieu of the amounts set forth in paragraph A:

1. Two hundred fifty dollars (\$250) for a first violation.

2. Five hundred dollars (\$500) for a second violation within one year of the first violation.

3. One thousand dollars (\$1,000) for each additional violation within one year of the first violation.

4. Upon proof of a valid permit issued by the City pursuant to this article, the administrative citations set forth in this paragraph shall be reduced to the amounts set forth in paragraph A.

C. It shall constitute a new and separate offense for each and every hour during any portion of which a violation of, or failure to comply with, any provision or requirement of this Chapter is committed, continued, or permitted by any person.

D. A violation of this Chapter shall not be punishable as an infraction or misdemeanor and a person alleged to have violated any provision of this Chapter shall not be subject to arrest except when permitted under law. Further, failure to pay an administrative citation issued pursuant to this Chapter shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized herein shall not be assessed.

E. When assessing administrative citations pursuant to this Chapter, the administrative hearing officer shall take into consideration the person's ability to pay the fine. The administrative hearing officer shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

F. If the person meets the criteria described in subdivision (a) or (b) of California Government Code section 68632, the City shall accept, in full satisfaction, twenty percent (20%) of an administrative citation imposed pursuant to this Chapter.

G. The administrative hearing officer may allow a person to complete community service in lieu of paying the total administrative citation, may waive the administrative citation, or may offer an alternative disposition."

5.64.180 – Exemptions.

The provisions of this Chapter shall not apply to transporting property owned or handled on consignment by the agents or employees of an established place of business, where such transportation is incidental to such business, and when such property is being transported to or from such established place of business. "Established place of business" shall mean any permanent warehouse, building, structure, or outdoor vending business which is owned or leased, and at which the owner or lessee carries on a legitimate permanent business in good faith and at which stocks of the goods transported are produced, stored, or kept in quantities usually carried and reasonably adequate to meet the requirements of the business."

Section 4. Addition of New Chapter 5.66. The City Council hereby adds a new Chapter 5.66 to Title 5 ("BUSINESS TAXES, LICENSES AND REGULATIONS ") of the Municipal Code to read as follows:

"Chapter 5.66. Sidewalk Vending

- 5.66.010 – Definitions.
- 5.66.020 - Permit Required.
- 5.66.030 - Permit Application.
- 5.66.040 - Issuance of Permit.
- 5.66.050 - Denial of Permit.
- 5.66.060 - Conditions Imposed on Permit.
- 5.66.070 - Permit Expiration.
- 5.66.080 - Permits Nontransferable.
- 5.66.090 - Revocation of Permit.
- 5.66.100 - Notice of Hearing and Grounds for Revocation.
- 5.66.110 - Emergency Temporary Suspension of Permit.
- 5.66.120 - Conduct of Hearing on Suspension or Revocation.
- 5.66.130 - Decision of Hearing on Suspension or Revocation.
- 5.66.140 - Appeal to Hearing Officer.
- 5.66.150 - Operating Requirements.
- 5.66.160 - Administrative Citations.

5.66.010 - Definitions.

For purposes of this Chapter, the following definitions apply unless the context in which they are used clearly requires otherwise:

"Chief of Police": The Chief of Police of the City or his or her designee.

"Director": The Planning Director of the City or his or her designee.

"Fire Station": Any facility where fire engines and other equipment of the City's Fire Department are housed.

"Food": Any type of raw, cooked, or processed edible substance, including any food product or beverage.

“Merchandise”: Any tangible goods or items that are not Food.

“Park”: A public park shall mean any park open to the public located within the City and includes all Sidewalks and parking lots located within or on the perimeter of a public park.

“Police Station”: Any facility where police vehicles and other equipment of the City's Police Department are housed.

“Roaming Sidewalk Vendor”: A Sidewalk Vendor who moves from place to place and stops only to complete a transaction.

“Sidewalk”: A public sidewalk or paved pedestrian path or walkway specifically designed for pedestrian travel.

“Sidewalk Vendor”: A person who Vends from a Vending cart or from one's person, upon a Sidewalk.

“Stationary Sidewalk Vendor”: A Sidewalk Vendor who Vends from a fixed location.

“Temporary Special Permit”: A permit issued by the City for the temporary use of, or encroachment on, the Sidewalk or other public area, including but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, filming, parades, outdoor concerts, festivals, carnivals, and street fairs.

“Vend” or “Vending”: To barter, exchange, sell, offer for sale, display for sale, or solicit offers to purchase, Food or Merchandise, or to require someone to negotiate, establish, or pay a fee before providing Food or Merchandise, even if characterized as a donation.

“Vending Cart”: A pushcart, stand, display, pedal-driven Cart, wagon, showcase, rack, or other non-motorized conveyance used for Vending, that is not a vehicle as defined in the California Vehicle Code.

5.66.020 - Permit Required.

No person shall engage in, conduct, or carry on the business of Vending on a Sidewalk without a permit issued under the provisions of this Chapter.

5.66.030 - Permit Application.

Every person, prior to engaging in, conducting, or carrying on the business of Vending on a Sidewalk, shall file an application for a permit with the Director, accompanied by a nonrefundable processing fee in an amount established by resolution of the City Council. The application shall be in a form prescribed by the Director and shall contain, at a minimum, the following:

- A. The legal name, current mailing address and telephone number of the applicant;
- B. If the applicant is an agent of an individual, company, partnership, corporation, or other entity, the name and business address of the principal;

C. A copy of a California's driver's license or identification number, an individual taxpayer identification number, or a social security number. The number collected shall not be available to the public for inspection, is confidential, and shall not be disclosed except as required to administer the permit or comply with a state law or state or federal court order;

D. A description of the Food and/or Merchandise for Vending;

E. The dimensions of the Vending Cart;

F. A current valid California seller's permit number pursuant to Section 6067 of the California Revenue and Taxation Code;

G. If a Vendor of Food, a Food Handler Certificate issued by the Riverside County Department of Environmental Health and other applicable requirements of the County.

H. An agreement by the applicant to indemnify and hold harmless the City, its officers and employees, for any damage or injury caused to the City as a result of the Sidewalk Vending conduct or activity;

I. Certification by the applicant, under penalty of perjury, that the information contained in the application is true to his or her knowledge and belief; and

J. Any other reasonable information regarding the time, place, and manner of the proposed Sidewalk Vending activities.

Applications for permits shall be filed a minimum of thirty (30) days prior to the date requested for issuance of the permit. Renewal permit applications shall be filed a minimum of thirty (30) days prior to the expiration of any existing permit.

5.66.040 - Issuance of Permit.

The Director or his designee shall grant a Sidewalk Vendor permit within ten days after receiving the completed application and proof of a valid City business license if he or she finds that all of the following requirements have been met:

A. The business license fees have been paid.

B. The application conforms in all respects to the provisions of this Chapter.

C. The applicant has not made a material misrepresentation of fact in the application.

D. The applicant has not had a similar permit or license denied or revoked by the City within one year prior to the date of the application.

E. The applicant has not been convicted, during the three-year period immediately preceding the issuance of the permit, of any offenses involving the sale of a controlled substance specified in sections 11054, 11055, 11056, 11057, or 11058 of the California Health and Safety Code in conjunction with, or while conducting, Sidewalk Vending business or activity.

F. The applicant has obtained any other applicable City or county permits, including any City or county health permit required for the preparation and sale of food products.

G. The applicant has obtained a valid City business license and paid the appropriate business license fee.

5.66.050 - Denial of Permit.

If the Director finds that all the requirements of section 5.64.060 of the Municipal Code have not been met, he or she shall deny the application for the Sidewalk Vendor permit. Written notification of denial of the permit application, setting forth the grounds for denial, shall be served on the applicant by personal delivery or by first class and certified or registered mail, return receipt requested, addressed to the applicant at his or her mailing address as set forth in the permit application. Notice of denial of the application shall be deemed to have been served on the date it is personally served on the applicant or when deposited in the United States mail with postage prepaid and addressed to the applicant at his or her mailing address as set forth in the permit application, regardless whether the certified mail receipt is returned to the City signed or unsigned.

5.66.060 - Conditions Imposed on Permit.

Any person issued a permit pursuant to this Chapter shall comply with all operating requirements that are imposed as part of the permit pursuant to sections 5.66.150 and 5.66.160 of this Chapter.

5.66.070 - Permit Expiration.

A permit issued pursuant to this Chapter shall be effective for a period of one year from the date of issuance.

5.66.080 - Permits Nontransferable.

No permit issued pursuant to this Chapter shall be transferable.

5.66.090 - Revocation of Permit.

The Director may revoke a permit issued under this Chapter for any of the following reasons:

- A. The permittee has made a material misrepresentation in the application.
- B. The permittee has committed violations of this Chapter on four (4) or more separate days;
- C. The permittee has failed to maintain the insurance required by this Chapter;
- D. The permittee has failed to comply with applicable federal, state or local laws and regulations;
- E. The permittee has conducted the Vending in a manner which endangers the public health or safety.
- F. The permittee's conviction at any time of an offense involving the sale of a controlled substance specified in sections 11054, 11055, 11056, 11057, or 11058 of the California Health and Safety Code in conjunction with, or while conducting, Sidewalk Vending business or activity.

5.66.100 - Notice of Hearing and Grounds for Revocation.

Prior to the revocation of a permit issued under this Chapter, the permittee shall be notified in writing of the grounds for the revocation of the permit and a hearing shall be held thereon. Written notification of revocation of the permit, setting forth the grounds for the revocation, shall be served on the permittee by personal delivery or by first class and certified or registered mail, return receipt requested, addressed to the permittee at his or her mailing address as set forth in the permit application. Notice of revocation of the permit shall be deemed to have been served on the date it is personally served on the permittee or when deposited in the United States mail with postage prepaid and addressed to the applicant at his or her mailing address as set forth in the permit application, regardless whether the certified mail receipt is returned to the City signed or unsigned. Notice of the hearing shall be given in accordance with Chapter 1.17 of the Municipal Code to the permittee at least ten (10) days prior to the hearing.

5.66.110 - Emergency Temporary Suspension of Permit.

Where the conduct or the activity of the permittee creates an imminent peril to the public health or safety, a permit issued pursuant to this Chapter may be summarily suspended upon notice to the permittee, provided that the permittee shall be entitled to a hearing within three (3) days thereafter and any emergency suspension shall not exceed fifteen (15) days pending a hearing under section 5.66.100.

5.66.120 - Conduct of Hearing on Suspension or Revocation.

The Director shall conduct a hearing and make the determination on the suspension or revocation of a permit. The Director may promulgate rules of procedure for such hearings, which shall recognize the right of the permittee to be heard and to call witnesses on the permittee's behalf.

5.66.130 - Decision of Hearing on Suspension or Revocation.

The decision of the Director shall be rendered within ten (10) days of the close of the hearing. The decision shall be in writing and shall set forth the findings and reasons for the decision, and the permittee shall be notified in writing of his or her right to appeal to the Hearing Officer as set forth in section 5.66.140.

5.66.140 - Appeal to Hearing Officer.

A. Any applicant for a permit under this Chapter, or a permittee, shall have the right to appeal from a decision by the Director to deny a permit application or to revoke a permit, by filing with the City Clerk a written notice of appeal, specifying the grounds for such appeal, within fifteen (15) days after the decision has been served on the applicant or permittee. Such appeal shall be heard by the Hearing Officer, as designated by the City Council from time to time, or by an administrative hearing officer designated by or at the request of the Hearing Officer, upon not less than fifteen (15) days' written notice to the appellant. The Hearing Officer, as the designated administrative hearing officer, shall consider all relevant evidence at the hearing, continue the hearing for good cause, and require such legal briefing as may be required to address any issues raised by the appeal. Within a reasonable time, but not more than thirty (30) days following the conclusion of the hearing, the Hearing Officer or the designated administrative hearing officer shall issue a written decision affirming, denying or modifying the decision from which the appeal was taken, supported by factual findings and determinations

referenced by supporting evidence. The decision of the Hearing Officer or designated administrative hearing officer shall be final. The written decision shall be served on the appellant as provided in Code of Civil Procedure section 1094.6(b), with a copy submitted to the City Clerk. The written decision shall include a notice to the appellant that the decision is subject to judicial review according to the provisions and time limits set forth in Code of Civil Procedure section 1094.6. If a timely appeal is filed, any revocation shall be stayed pending the decision of the Hearing Officer. Otherwise, the revocation shall become effective immediately upon expiration of the period for filing an appeal.

B. No person whose permit is finally denied or revoked shall be eligible to apply for a new permit for a period of one (1) year following such final action.

5.66.150 - Operating Requirements.

A. Except as otherwise permitted in this Chapter or the Municipal Code, no Sidewalk Vendor shall Vend in any of the following locations:

1. Any public property other than a Sidewalk, including, without limitation, streets, alleys, and City-owned parking structures;
2. Within two hundred (200) feet of any other Sidewalk Vendor;
3. Within one hundred (100) feet of a police officer, firefighter, or emergency medical personnel who is actively performing his or her duties or providing services to the public;
4. Within one hundred (100) feet of a street intersection or traffic signal;
5. Within fifteen (15) feet of a fire hydrant, fire call box, police call box, traffic signal controller, or streetlight controller;
6. Within ten (10) feet of any driveway or driveway approach;
7. Within ten (10) feet of a marked crosswalk;
8. Within ten (10) feet of the curb return of an unmarked crosswalk;
9. Within any median strip or dividing section;
10. Within two hundred (200) feet of a Police Station or Fire Station.

B. Sidewalk Vendors must at all times maintain a clearance within a sidewalk sufficient to enable persons to freely pass while walking, running, or using mobility assistance devices.

C. Sidewalk Vending is permitted only between the hours of 8:00 a.m. and 9:00 p.m. or one-half hour after sunset, whichever comes first, except that the hours of operation shall not be more restrictive than the hours of operation imposed on other businesses or uses on the same street.

D. If a Sidewalk Vendor of Food other than solely prepacked Food, the Vendor shall possess hand sanitizer for use by the Sidewalk Vendor and patrons.

E. If a Stationary Sidewalk Vendor, the Vendor shall maintain a clearly designated litter receptacle in the immediate vicinity, marked with a sign requesting use by patrons. The litter receptacle must be large enough to accommodate customer litter without resort to existing litter receptacles located on any block for use by the general public. The Vendor's litter receptacle may not be left on the Sidewalk upon leaving any Vending location.

F. If a Roaming Sidewalk Vendor Vending from a Vending Cart, the Vendor shall maintain a litter receptacle attached to the Vending Cart large enough to accommodate customer litter without resort to existing litter receptacles located on any block for use by the general public and marked with a sign requesting use by patrons.

G. Sidewalk Vendors shall maintain a neat, sanitary, hazard and trash-free ten (10) foot radius of the Vending location during hours of operation, and prior to leaving any Vending location, the Sidewalk Vendor shall pick up, remove, and dispose of all litter generated by the Vending operations within a ten (10) foot radius of the Vending location in the Sidewalk Vendor's litter receptacle. Sidewalk Vendors shall not throw, deposit, or leave, or permit to be thrown, deposited, or left, any litter, Food, or other discarded or abandoned objects, in or upon any street, Sidewalk, gutter, storm drain, inlet, catch basin, or other drainage structure, or upon any public or private land in the City, so that the same might be or become a pollutant.

H. Sidewalk Vendors shall immediately clean up any Food, grease or other fluid or item related to Sidewalk Vending activities that falls on public property.

I. If a Stationary Sidewalk Vendor remains in place for one (1) hour or longer, the Sidewalk Vendor must be located within three hundred (300) feet of a publicly-accessible restroom.

J. Sidewalk Vendors must ensure that Food and Merchandise are securely fastened to the Vending Cart in such a manner that the Food or Merchandise does not fall off or extend outside of the frame of the Vending Cart.

K. All Food and Merchandise shall be stored either inside or affixed to the Vending Cart or carried by the Sidewalk Vendor.

L. Vending Carts shall not be placed on any public property other than a Sidewalk.

M. Vending Carts shall not touch, lean against or be affixed at any time to any building or structure including, but not limited to poles, signs, trees, lampposts, parking meters, mailboxes, traffic signals, fire hydrants, benches, bus shelters, newsstands, trashcans or traffic barriers, or other objects on public property or in the public right-of-way.

P. All signage and advertising related in any way to the Sidewalk Vendor must be attached to the Vending Cart or the Sidewalk Vendor's person, and shall not be electrical, flashing, wind-powered or animated.

Q. A Vending Cart approved by the Riverside County Department of Environmental Health to Vend one type or types of Food may not be used to Vend a different type of Food.

R. Sidewalk Vendors shall possess at all times, while Vending, a copy of a valid current permit issued pursuant to this Chapter, as well as any other permit required by any other appropriate governmental agency. The Sidewalk Vendor permit shall be displayed conspicuously

at all times on the Vending Cart or the Sidewalk Vendor's person. If multiple Sidewalk Vendors are staffing a Vending Cart or working as Roaming Sidewalk Vendors, each person shall wear their permit on their person in a conspicuous manner. With respect to all other required permits, the Sidewalk Vendor shall display a copy of the permit upon request by authorized City employees.

S. If a Sidewalk Vendor of Food, the Vendor shall possess and display in plain view on the Vending Cart a valid current Mobile Food Facility permit from Riverside County Department of Public Health and, if issued by the Riverside County Department of Environmental Health, a grade.

T. Sidewalk Vendors shall comply with all applicable state and local laws, as amended from time to time, including without limitation, Chapter 9.02 (Noise Control) of the Municipal Code, Chapter 9.36 (Panhandling, Soliciting and Aggressive Solicitation the Municipal Code (Aggressive Solicitation), Chapter 8.04 (Food Handlers) of the Municipal Code, applicable California Health and Safety Code and Riverside County Ordinances, state Food labeling and preparation requirements, fire codes and regulations, and the Americans with Disabilities Act of 1990 (Public Law 101-336) and other disability access standards (both state and federal).

U. Not including an attached litter receptacle, Vending Carts shall not exceed a length of four (4) feet, a width of four (4) feet, or a height, including a roof, umbrella, or awning, of ten (10) feet provided that any umbrella or awning shall be no less than seven (7) feet above the surface of the Sidewalk.

V. Vending Carts shall not be accompanied by accessories, including, but not limited to, tables, chairs, benches and umbrellas except that one chair and one umbrella may be provided for the purpose of allowing the Vendor or an employee to be seated in shade.

W. Vending Carts for Merchandise, if stored in the City, shall be fully enclosed by a structure with walls and a roof when not in use for Sidewalk Vending.

X. Vending Carts for Food shall be stored in accordance with all requirements of the Riverside County Department of Public Health and the City's Health Department.

Y. Vending Carts shall have locking wheels to prevent uncontrolled movement.

Z. Vending Carts shall not be left unattended.

AA. Vending Carts shall not be left overnight on any public property or rights-of-way.

BB. Sidewalk Vendors shall not engage in any of the following activities:

1. Vending lottery tickets, alcohol, cannabis, adult oriented material, or tobacco or electronic cigarette products;
2. Vending illegal or counterfeit Merchandise;
3. Damaging public or private property, including trees, shrubs, grass, flowers, plants or vegetation;
4. Causing vehicles to stop in traffic lanes or persons to stand in traffic lanes or parking spaces; or

5. Vending in a manner that blocks or obstructs the free movement of vehicles, including Parked vehicles.

5.66.160 - Administrative Citations.

A. In accordance with Government Code section 51039, a violation of this Chapter by a Sidewalk Vendor who has a valid current permit issued by the City pursuant to this Chapter is punishable only by an administrative citation, in amounts not to exceed the following:

1. One hundred dollars (\$100) for a first violation.
2. Two hundred dollars (\$200) for a second violation within one year of the first violation.
3. Five hundred dollars (\$500) for each additional violation within one year of the first violation.
4. The City may revoke a permit issued to a Sidewalk Vendor for the term of that permit upon the fourth violation or subsequent violations.

B. In accordance with Government Code section 51039, a violation of this Chapter by a person engaged in Sidewalk Vending without a valid current permit issued pursuant to this Chapter is punishable only by an administrative citation, in amounts not to exceed the following, in lieu of the amounts set forth in paragraph A:

1. Two hundred fifty dollars (\$250) for a first violation. or his or her designee.
2. Five hundred dollars (\$500) for a second violation within one year of the first violation.
3. One thousand dollars (\$1,000) for each additional violation within one year of the first violation.
4. Upon proof of a valid permit issued by the City pursuant to this article, the administrative citations set forth in this paragraph shall be reduced to the amounts set forth in paragraph A.

5. It shall constitute a new and separate offense for each and every hour during any portion of which a violation of, or failure to comply with, any provision or requirement of this Chapter is committed, continued, or permitted by any person.

6. A violation of this Chapter shall not be punishable as an infraction or misdemeanor and a person alleged to have violated any provision of this Chapter shall not be subject to arrest except when permitted under law. Further, failure to pay an administrative citation issued pursuant to this Chapter shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized herein shall not be assessed.

7. When assessing administrative citations pursuant to this Chapter, the administrative hearing officer shall take into consideration the person's ability to pay the fine. The administrative hearing officer shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

8. If the person meets the criteria described in subdivision (a) or (b) of California Government Code section 68632, the City shall accept, in full satisfaction, twenty percent (20%) of an administrative citation imposed pursuant to this Chapter.

9. The administrative hearing officer may allow a person to complete community service in lieu of paying the total administrative citation, may waive the administrative citation, or may offer an alternative disposition."

Section 5. Severability. If any sentence, word, phrase, section or provision of this ordinance is held invalid by a court of competent jurisdiction, such provision shall be considered a separate, distinct and independent provision and such holding shall not affect the validity and enforceability of the other provisions of this ordinance.

Section 6. Publication and Certification. The City Clerk shall cause this ordinance to be published at least once in a newspaper of general circulation published and circulated in the City within fifteen (15) days after its passage in accordance with Section 36933 of the Government Code, shall certify to the adoption of this ordinance, and shall cause this ordinance and certification, together with proof of publication, to be entered in the book of ordinances of the Council of this City.

Section 7. Effective Date. This ordinance shall take effect thirty-one days after its adoption.

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 August, 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: _____
Deputy City Clerk

Approved as to form:

John O. Pinkney, City Attorney



Staff Report

TO: Mayor and City Council Members
 FROM: Sean Thuilliez, Police Chief
 DATE: September 3, 2019
 SUBJECT: Approval of Ramona Animal Shelter Contract

Background and Analysis:

The City of Beaumont currently contracts with the Ramona Humane Society (Ramona) for animal sheltering services which is a pay as you use program. Ramona will not increase their rates for the Fiscal Years 2019-2021.

Fiscal Impact:

Due to the terms of the contract of being a pay as you go program, it is difficult to forecast the exact cost for the two year contract, however, the Animal Control Department budgeted a not to exceed amount of \$55,000 that is paid from the General Fund under account 01-2000-7068-0000 and was approved by the City Council under the 2018-2019 Fiscal Year budget. Funds not spent under this account will be returned to the General Fund. Funds for Fiscal Year 2020-2021 will be budgeted for and approved by City Council as part of the 2020/2021 budget cycle.

Recommendation:

1. Renew the contract for a two-year term effective September 1, 2019.

A handwritten signature in blue ink, appearing to be "TP" or similar initials, positioned above the printed name of the City Manager.

City Manager Review: Todd Parton
 City Manager

Attachments:

[Attachment A - Ramona Humane Society Agreement](#)

[Attachment B - Ramona Humane Society Scope of Work](#)

[Attachment C - Ramona Humane Society Payment Provisions](#)



SHELTERING SERVICES AGREEMENT

This Sheltering Services Agreement (“Agreement”) is made and entered into by and between the City of Beaumont, a California general law city (“BEAUMONT”), and Ramona Humane Society, a California non-profit corporation (“CONTRACTOR”). BEAUMONT and CONTRACTOR are at times hereinafter collectively referred to as “Parties” or individually as a “Party”.

RECITALS

WHEREAS, CONTRACTOR is organized for the purpose, among others, of preventing cruelty to animals and assuring that impounded animals are detained and/or euthanized in a humane manner; and

WHEREAS, BEAUMONT is responsible under California Food and Agriculture Code sections 30501, 331105 and 31106 for providing animal control services which include, but are not limited to, providing humane sheltering, impounding stray animals and disposing of unwanted and dead animals and/or livestock; and

WHEREAS, BEAUMONT desires to retain the services of CONTRACTOR to provide, on an independent contractor's basis, Services as set forth in the SCOPE OF WORK, attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, CONTRACTOR agrees to provide such Services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to BEAUMONT that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such Services.

AGREEMENT

NOW, THEREFORE, the consideration hereinafter set forth and subject to and upon the terms, covenants and conditions of this Agreement, the Parties agree as follows.

1. DESCRIPTION OF SERVICES.

CONTRACTOR shall provide all services as outlined and specified in Exhibit A, SCOPE OF WORK, attached hereto and incorporated herein by this reference.

2. PERIOD OF PERFORMANCE.

This Agreement shall be effective on September 1, 2019 (“Effective Date”) through September 30, 2021. The Agreement may be terminated as specified in section 11, TERMINATION.

3. COMPENSATION.

In consideration of services provided by CONTRACTOR pursuant to Exhibit A, SCOPE OF WORK, CONTRACTOR shall be entitled to receive payment as specified in Exhibit B, BEAUMONT AND CONTRACTOR PAYMENT PROVISIONS, attached hereto and incorporated herein. Reimbursement expenses are included within the maximum amount of the Agreement.

4. HOLD HARMLESS/INDEMNIFICATION.

4.1 CONTRACTOR shall indemnify and hold harmless BEAUMONT, its elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as “Indemnities”) from any liability whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, agents or representatives arising out of or in any way relating to or connected with this Agreement, including but not limited to property damage, bodily injury, or death or any other element of damage of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, agents or representatives from this Agreement. CONTRACTOR shall defend Indemnities, at its sole expense, all costs and fees including, but not limited to, attorney’s fees, costs, expenses, cost of investigation, defense and settlements or awards, in any claim or action based upon such alleged acts or omissions.

With respect to any other action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole expense, have the right to counsel of its own choice, with Indemnities’ reasonable approval, which approval shall not unreasonably be withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of BEAUMONT; provided, however, that any adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR’s duty to indemnify Indemnities, as set fourth herein.

4.2 CONTRACTOR’s obligations hereunder shall be satisfied when CONTRACTOR has provided to BEAUMONT the appropriate form of dismissal or satisfaction of judgment relieving BEAUMONT from any liability for the action or claim involved.

4.3 Nothing in the provisions of this Agreement is intended to create duties or obligations to, or rights in, third parties not party to this Agreement, or affect the legal liability of either Party to this Agreement by imposing any standard of care different from the standard of care applicable to either Party under California law respecting the regulation and enforcement of laws regarding animals.

4.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the Indemnities herein from third Party claims.

4.5 In the event there is a conflict between this clause and California Civil Code section 2782, this clause shall be interpreted to comply with Civil Code section 2782. Such interpretation shall not relieve CONTRACTOR from Indemnities to the fullest extent allowed by law.

5. STATUS OF THE PARTIES' OFFICERS/EMPLOYEES/AGENTS.

Neither Party's officers, employees, agents, partners, other contractors or subcontractors shall be deemed to be employees of the other Party at any time. Nothing in this Agreement shall be construed as creating a civil service employer-employee relationship or a joint venture relationship. No officer, employee, agent, partner, other contractor or subcontractor of the other Party shall be eligible for membership in or any benefits from any plan for hospital, surgical, or medical insurance, or for membership in any retirement program, paid vacation, paid sick leave, other leave, with or without pay, collective bargaining rights, grievance procedures, or any other benefits which inures to or accrues to an employee of the other Party. The only performance and rights due the other Party are those specifically stated in this Agreement.

6. LIABILITY INSURANCE.

Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold BEAUMONT harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

6.1 Workers' Compensation.

If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by laws of the State of California. The policy shall include Employers' Liability (Coverage B), including Occupational Disease with limits no less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of BEAUMONT, and, if applicable, to provide a Borrowed Servant/Alternative Employer Endorsement.

6.2 Commercial General Liability.

Commercial General Liability insurance coverage, including, but not limited to, premises liability, products and completed operations liability, personal and advertising injury, professional liability and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name BEAUMONT, its elected and appointed officials, employees, agents and representatives as Additional Insureds. Policy limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

6.3 Vehicle Liability.

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so uses, in an amount not less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. The policy shall name BEAUMONT, its elected officials, employees, agents and representatives as Additional Insureds.

6.4 Accident Basis.

All insurance policies shall cover an occurrence on an accident basis, and not on a claims-made basis.

6.5 Insurers' Rating.

All insurance required by this section is to be placed with insurers with an A.M. Best rating of no less than A:VII.

6.6 Verification of Coverage.

Prior to beginning any work under this Agreement, CONTRACTOR shall furnish BEAUMONT with Certificates of Insurance, and upon request, complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

6.7 Notice of Reduction in or Cancellation of Coverage.

A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be canceled by either Party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to BEAUMONT. In the event that any coverage required by this section is reduced, limited, canceled, or materially affected in any other manner, CONTRACTOR shall provide written notice to BEAUMONT at CONTRACTOR's earliest possible opportunity and in no case later than ten (10) working days after CONTRACTOR is notified of the change in coverage.

6.8 Subcontractors.

CONTRACTOR shall include all subcontractors as insureds under CONTRACTOR's policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

6.9 Variation.

BEAUMONT may approve in writing a variation in the foregoing insurance requirements upon a determination that the coverage, scope, limits, and forms of such

insurance are either not commercially available, or that BEAUMONT's interests are otherwise fully protected.

6.10 Remedies.

In addition to any other remedies BEAUMONT may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, BEAUMONT may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies BEAUMONT may have and are not the exclusive remedy for CONTRACTOR's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order CONTRACTOR to stop work under this Agreement or withhold any payment that becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

7. LICENSE.

CONTRACTOR shall, through the term of this Agreement, maintain all licenses necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the County of Riverside, and all other governmental agencies. CONTRACTOR shall notify BEAUMONT immediately, in writing, of inability to maintain such license. Said inability shall be cause for termination of this Agreement.

CONTRACTOR shall ensure that CONTRACTOR's employees, agents and subcontractors performing services under the terms of this Agreement are in compliance with all required licensing requirements.

CONTRACTOR hereby agrees to notify BEAUMONT immediately, in writing, of inability of CONTRACTOR or any of CONTRACTOR's employees, agents and or subcontractors, to obtain or maintain such license(s). Said inability shall be cause for termination of this Agreement.

8. OSHA REGULATIONS.

CONTRACTOR hereby certifies awareness of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, verifies that all performance under this Agreement shall be in compliance therewith.

9. CONFLICT OF INTEREST.

9.1 CONTRACTOR and CONTRACTOR's employees shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under the Agreement.

9.2 CONTRACTOR agrees to inform BEAUMONT of all CONTRACTOR's interests, if any, which are or which CONTRACTOR believes to be incompatible with any interests of BEAUMONT.

9.3 CONTRACTOR shall not, under any circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of its duties, accept any gratuity or special favor from individuals or organizations with whom CONTRACTOR is doing business or proposing to do business, in accomplishing the work under the Agreement.

9.4 CONTRACTOR shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with this contract. The term of "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personal, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selection of contractors or subcontractors in advance of official announcement.

9.5 CONTRACTOR or employees thereof shall not offer gifts, gratuities, favors, or entertainment directly or indirectly to BEAUMONT officers, employees or agents.

10. MONITORING.

CONTRACTOR hereby agrees to establish procedures for self-monitoring and shall permit an appropriate official of BEAUMONT, State or Federal government to monitor, assess or evaluate CONTRACTOR's performance under this Agreement upon reasonable notice to CONTRACTOR and at any reasonable time.

11. TERMINATION.

11.1 BEAUMONT or CONTRACTOR may terminate this Agreement without cause upon ten (10) days written notice served upon the other Party stating the effective date of termination.

11.2 BEAUMONT may terminate this Agreement with five (5) days written notice for CONTRACTOR's default or if CONTRACTOR refuses or fails to comply with the provisions of this Agreement or fails to make progress to engender performance and does not cure such failure within a reasonable period, not to exceed thirty (30) days. In the event of such termination, BEAUMONT may proceed with the work in any manner deemed proper by BEAUMONT.

11.3 After receipt of the Notice of Termination, pursuant to subsections 11.1 or 11.2 above, CONTRACTOR shall stop all work under this Agreement on the date specified in the Notice of Termination and transfer to BEAUMONT and deliver in the manner, and to the extent, if any, as directed by BEAUMONT, any equipment, data or reports which, if the Agreement had been completed, would have been required to be furnished to BEAUMONT.

11.4 After termination pursuant to subsections 11.1 or 11.2 above, BEAUMONT shall make payment for all services performed in accordance with this Agreement to the date of termination.

11.5 Notwithstanding any of the provisions of this Agreement, CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material data breach of this Agreement, or CONTRACTOR's unwillingness or inability for any reason(s) whatsoever to perform the duties hereunder, or if the Agreement results in termination. CONTRACTOR shall not be entitled to any further compensation under this Agreement.

11.6 In no event shall CONTRACTOR submit an invoice for an amount in excess of the maximum amount of compensation provided in the Agreement, including Exhibits "A" and "B", either for a task or for the entire Agreement, unless the Agreement is modified in writing prior to the submission of such an invoice.

12. OPTIONS UPON BREACH BY CONTRACTOR.

If CONTRACTOR materially breaches any of the terms of this Agreement, BEAUMONT's remedies shall include, but not limited to, any or all of the following:

- Immediately terminate the Agreement;
- Retain the plans, specifications, drawings, reports, documents, and any other work product prepared by CONTRACTOR pursuant to this Agreement;
- Retain a different CONTRACTOR to complete the work described in Exhibit A not performed or completed by CONTRACTOR; or
- Charge CONTRACTOR the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that BEAUMONT would have paid CONTRACTOR pursuant to Section 3 if CONTRACTOR had completed the work.

13. KEEPING AND STATUS OF RECORDS.

13.1 Records Created as Part of CONTRACTOR's Performance.

All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that CONTRACTOR prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of BEAUMONT.

CONTRACTOR hereby agrees to deliver those documents to BEAUMONT upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for BEAUMONT and are not necessarily suitable for any future use. BEAUMONT and CONTRACTOR agree that, until final approval by BEAUMONT, all data, plans, specifications, reports and other documents are

confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

13.2 CONTRACTOR's Books and Records.

CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to BEAUMONT under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the day of the final payment to CONTRACTOR to this Agreement.

13.3 Inspection and Audit of Records.

Any records or documents that subsection 13.2 of this Agreement requires CONTRACTOR to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of, BEAUMONT. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of BEAUMONT or as part of any audit of BEAUMONT, for a period of three (3) years after final payment under the Agreement.

14. NOTICES.

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States mail, postage prepaid.

BEAUMONT:

City of Beaumont
 Attn: Chief of Police
 550 East Sixth Street
 Beaumont, CA 92223

CONTRACTOR:

Ramona Humane Society
 Attn: President/CEO
 690 Humane Way
 San Jacinto, CA 92582

15. INDEPENDENT CONTRACTOR.

At all times during the term of this Agreement, CONTRACTOR shall be an independent contractor and shall not be an employee of BEAUMONT. BEAUMONT shall have the right to control CONTRACTOR only insofar as the results of CONTRACTOR's services rendered pursuant to this Agreement and assignment of personnel pursuant to this Agreement, otherwise BEAUMONT shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement. Notwithstanding any other city, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors

providing services under this Agreement shall not qualify or become entitled to any compensation, benefit, or any incident of employment by BEAUMONT, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of BEAUMONT and entitlement to any contribution to be paid by BEAUMONT for employers contributions and/or employee contributions for PERS benefits.

16. SEVERABILITY.

If any provision in this Agreement is held by court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

17. CAPTIONS AND SECTION HEADINGS.

Caption and section headings used in this Agreement are for convenience only are not part of this Agreement and shall not be used in construing this Agreement.

18. GOVERNING LAW AND VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Additionally, this Agreement has been formed and shall be performed in Riverside County. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such shall be vested exclusively in Riverside County.

19. RECITALS.

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth in full herein.

20. ENTIRE AGREEMENT.

This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the prior written agreement of the Parties.

21. LITIGATION EXPENSES AND ATTORNEY'S FEES.

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

22. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

23. AUTHORIZATION.

Each of the Parties represents and warrants to the other that this Agreement has been duly authorized by all necessary corporate or governmental action on the part of the representing Party and that this Agreement is fully binding on such Party.

24. AMENDMENTS TO THIS AGREEMENT.

From time-to-time, the Parties may determine that the provision of services hereunder could be improved, made more efficient or expanded. Therefore, the Parties agree to meet and confer at the request of either Party and to negotiate in good faith such reasonable amendments to this Agreement as the Parties deem appropriate.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions herein contained, the Parties hereto mutually agree as provided in this Agreement and Exhibits A and B attached hereto and incorporated herein. The Parties have executed this Agreement as of the Effective Date.

CITY OF BEAUMONT

RAMONA HUMANE SOCIETY

By: _____
JULIO MARTINEZ III
Mayor

By: _____
ROBERT MARTIN
Executive Director

ATTEST:

By: _____
STEVEN MEHLMAN, City Clerk

APPROVED AS TO FORM:

John O. Pinkney, City Attorney

SHELTERING SERVICES AGREEMENT
(City of Beaumont)

EXHIBIT A

SCOPE OF WORK

This Exhibit A to the Sheltering Services Agreement (“Agreement”), made and entered into by and between the City of Beaumont (“BEAUMONT”) and Ramona Humane Society (“CONTRACTOR”), having an effective date of September 1, 2019, sets forth the scope of work as follows.

I. CONTRACTOR’s RESPONSIBILITIES

With respect to the Agreement, CONTRACTOR is responsible for the following:

1. Impound, Care and Disposal of Dogs and Other Domestic Animals.

1.1 CONTRACTOR agrees that CONTRACTOR shall, at all times during the operation of this Agreement, care and dispose of dogs and other domestic animals delivered to CONTRACTOR’s facilities by or on behalf of BEAUMONT.

1.2 CONTRACTOR shall impound any dog or cat for ten (10) days only. On the ninth (9th) day of impoundment, CONTRACTOR shall notify BEAUMONT to confirm pick-up of the animal within twenty-four (24) hours, or if longer impoundment is needed for special hold animals that are impounded for evidentiary purposes relative to a criminal investigation, court action or another purpose, as mutually agreed to by the Parties.

1.3 CONTRACTOR shall impound livestock for ten (10) days and charge BEAUMONT the per day fee as specified in Exhibit B, paragraph 2, attached to the Agreement. If impoundment for a period longer than ten (10) days is needed, CONTRACTOR shall assume ownership of the animal beginning on the eleventh (11th) day.

1.4 Notwithstanding any provision contained in subsection 1.1 above BEAUMONT shall initially be responsible for providing medical and/or veterinary services and/or farrier services to any domestic animal delivered to CONTRACTOR that is injured or sick at the time of delivery. CONTRACTOR shall collect any veterinary or other fees and costs incurred by BEAUMONT from the owner or responsible party upon redemption of the animal and such amounts shall be forwarded on a monthly basis to BEAUMONT.

1.5 CONTRACTOR shall be responsible for providing medical and/or veterinary services and/or farrier services to any domestic animal delivered by or on behalf of BEAUMONT where the animal becomes sick after the time of such delivery, except for special hold animals that are impounded for evidentiary purposes relative to a criminal investigation, court action or another purpose as mutually agreed to by the Parties, which costs shall be the responsibility of BEAUMONT.

1.6 Should an animal which was delivered in good health by or on behalf of BEAUMONT to CONTRACTOR subsequently become ill, CONTRACTOR may, as set forth in Riverside County Ordinance No. 630, as amended from time to time, by humane methods, summarily destroy such dog, cat or other domestic animal (1) if suffering from an incurable, dangerous or contagious disease, provided a veterinarian shall first certify, in writing, as to the severity of the illness and recommendation of euthanasia; or (2) where the subject animal is an unlicensed, vicious dog, cat or other animal. Any such destruction shall be documented in CONTRACTOR's records.

2. Operation and Maintenance of Facilities.

CONTRACTOR shall operate and maintain safe and adequate facilities for the confinement, disposal and handling of any and all animals delivered to said facilities by or on behalf of BEAUMONT. CONTRACTOR shall operate and maintain such facilities on the basis of twenty-four (24) hours per day for seven (7) days per week. CONTRACTOR shall provide services under this Agreement to the public on the following minimum hourly basis:

Monday - Thursday	8:00 a.m. to 5:00 p.m.
Friday - Sunday	8:00 a.m. to 3:30 p.m.

Hours of services provided to the public may be changed by CONTRACTOR with thirty (30) days' written notice to BEAUMONT provided the hours of service to the public do not cause violation of California Food and Agricultural Code ("F&A Code") section 31108, as may be amended from time to time. Facilities may be closed to the public on holidays, as prescribed by Riverside County Ordinance No. 358, as may be amended from time to time.

3. Applicability of Services.

The services to be performed by CONTRACTOR under this Agreement shall apply to live dogs and other domestic animals which are owned, kept, or harbored within, straying or running at large on or into the incorporated territory of BEAUMONT and/or those cites which have contracted with BEAUMONT for animal regulation services.

4. Personnel, Supplies and Equipment.

4.1 CONTRACTOR shall provide all personnel, supplies, drugs and equipment necessary to perform its obligations under this Agreement, including, but not limited to, kennel attendants, clerical staff, and notices and forms. Licensing forms and license tags for dogs are specifically excluded as such forms and tags will be supplied by BEAUMONT.

4.2 CONTRACTOR's employees, volunteers, members or agents shall immediately call attention of regarding this Agreement and the application of State of local law to BEAUMONT and may assist with BEAUMONT's investigation of the same if requested to do so by BEAUMONT's Director of Animal Services or designee.

5. Disposal of Dogs and other Animals.

CONTRACTOR shall dispose of dogs and other animals by:

5.1 Surrendering as many as may be claimed by the rightful owner or by the persons entitled to the possession thereof, prior to other disposal of such animals by CONTRACTOR.

5.2 Finding suitable homes for such of the animals that are not timely claimed.

5.3 Destroying such of the animals that are not disposed of as provided in subsections 5.1 and 5.2 above, in the most advanced and humane manner, and in accordance with State law regulating the destruction of animals as set forth in Riverside County Ordinance No. 630, as may be amended from time to time, or as may be recommended by the California Veterinary Association and Humane Society of the United States.

5.4 Euthanasia methods and practices shall be subject to an operational annual inspection by BEAUMONT.

6. Collection of Impound Fees and Charges.

CONTRACTOR shall collect the impound fees and charges as set forth in Riverside County Ordinance Nos. 771, 630 and 534, as may be amended from time to time, from the owner or responsible party when the animal is claimed and redeemed. CONTRACTOR shall issue receipts for all such fees charged and collected, and maintain copies thereof for review by BEAUMONT. Should CONTRACTOR choose to reduce or waive fees payable by the owner or responsible party, CONTRACTOR does so at its own volition and may not charge BEAUMONT for any fees not collected.

7. Collection of Adoption Fees and Charges.

In accordance with Riverside County Ordinance Nos. 771, 630 and 534, as may be amended from time to time, and F&A Code sections 30503 and 31751.3 (1) no dog or cat that has not been spayed or neutered shall be given away to a new owner unless a lawful exception applies; (2) CONTRACTOR may require a spay/neuter deposit, and (3) CONTRACTOR shall issue receipts for all such fees and charges collected and shall maintain copies thereof for review by BEAUMONT.

8. Documentation, Inspection, Audit, Financial Statements, Reports and Monitoring

All expenditures supported by properly executed accounting documents pertaining in whole or in part of this Agreement shall be clearly identified and readily accessible. CONTRACTOR shall at any time during normal business hours and as often as BEAUMONT may deem necessary, make available to BEAUMONT for examination of all its records and data with respect to all matters covered by this Agreement (revenue, expenditures, operational procedures, etc.) and shall permit BEAUMONT or a designated representative to inspect and audit all such records and data. CONTRACTOR shall provide BEAUMONT with a copy of CONTRACTOR's annual

financial statement and annual budget forthwith upon completion thereof. CONTRACTOR shall also provide all animal documentation necessary for BEAUMONT to fill out State Rabies Reporting Requirements i.e.: number of bites, number of exposures, number of quarantines, number of animals and type of animal euthanized, number of adoptions, etc. Or, if CONTRACTOR is completing an Annual State Rabies Report on its own behalf, CONTRACTOR shall provide a copy of said report to BEAUMONT.

CONTRACTOR shall permit BEAUMONT or its designated representative to inspect and monitor CONTRACTOR's performance under this Agreement, including but not limited to, entry of CONTRACTOR's facilities referred to in section 2, Operation and Maintenance of Facilities, above, at any time during normal business hours and as often as BEAUMONT may deem necessary.

CONTRACTOR shall meet or exceed Drug Enforcement Agency (D.E.A.) standards for storage and use of scheduled narcotics. CONTRACTOR shall permit BEAUMONT to conduct periodic inspections of drug logs and all records to scheduled narcotics.

CONTRACTOR shall provide properly completed forms and euthanasia request forms to BEAUMONT.

II. BEAUMONT RESPONSIBILITY.

With respect to the Agreement, BEAUMONT is responsible for the following:

1. Intake Forms.

BEAUMONT shall provide CONTRACTOR with properly completed intake forms and euthanasia requests for with each delivery of a dog and other domestic animal to CONTRACTOR's facilities by or on behalf of BEAUMONT.

2. Euthanasia Training.

BEAUMONT shall provide CONTRACTOR copies of euthanasia training and/or certificates of all BEAUMONT Animal Control Officers who perform euthanasia within CONTRACTOR's jurisdiction.

3. Delivery of Animals.

BEAUMONT shall insure the humane delivery of all animals to CONTRACTOR's facilities by or on behalf of BEAUMONT.

4. Air-Conditioned Transport.

BEAUMONT will maintain air conditioning in all vehicles used to deliver animals to CONTRACTOR.

**SHELTERING SERVICES AGREEMENT
(City of Beaumont)**

EXHIBIT B

PAYMENT PROVISIONS

Prepared By: Jeff Sheppard	President/CEO	Date 7/23/19
Project : Beaumont Animal Sheltering Services		
Species Intake	Fee*	Comment
• Stray Dogs and Cats	\$81.00	No maintenance fee.
• Hold Pending Hearing, Safe Keeping, Protective Custody	\$81.00	\$15.00 per day maintenance fee until released.
• ACO-Owner Surrender	\$81.00	No maintenance fee.
• New Born Dog or Cat	\$16.46 Per animal	Without mother or injured, requiring immediate euthanasia
• Livestock: Horse, Burro, Cow, Pony	\$75.00	\$15.00 per day maintenance fee until adoption or euthanized.
• Pigs, Sheep, Goat	\$60.00	\$12.00 per day maintenance fee for the first 10 days.
• Fowl: Chicken, Pigeon, Duck, Goose, Dove	\$10.00	No maintenance fee.
• Wild Life: Skunk, Raccoons, Opossum, Foxes, or any Hawk, Eagle, Owl	\$40.00	No maintenance fee.
• Reptiles: Snakes, Turtles, Lizards	\$40.00	No maintenance fee.
• Small Animal: Rodents, Birds, Mice, Gerbils, Guinea Pigs, Hamsters	\$5.00	No maintenance fee.
• Rabbits and Ferrets	\$40.00	No maintenance fee.
• Quarantine of Biting Animals	40.00	\$15.00 per day maintenance fee until released
• Dead on Arrival	N/C	Included

<ul style="list-style-type: none"> Owner Surrender-Shelter 	<p>N/C</p>	<p>No maintenance fee.</p>
<ul style="list-style-type: none"> ACO- Owner Request 	<p>\$ 45.00</p>	<p>No maintenance fee.</p>

*** Per animal unless otherwise stated**

In addition to the forging fees, CONTRACTOR may charge a 2% spay/neuter fee of the total amount due per month.



Staff Report

TO: Mayor and City Council Members
FROM: Edgar Trenado, IT Manager
DATE: August 20, 2019
SUBJECT: Authorize Purchase of Network Security Hardware and Professional Services

Background and Analysis:

The Information Technology (IT) Department is responsible for providing a computer network infrastructure that departments use to securely access software applications and systems to conduct City business. Ransomware and cyber-threats are on the rise and have hit multiple cities within Riverside County. These types of threats have caused significant downtime, loss of data and data leaks. IT proposes a network security upgrade that includes multiple layer security changes for the police and city hall network.

Replacement of outdated technology network equipment is essential to secure the stability, reliability and provide business continuity for public safety. The equipment proposed for replacement at this time includes Fortinet switches and firewalls, these changes will also provide security for city hall and outlying sites. The Police Department server room needs these changes to support the necessary security that is required for Criminal Justice Information Services (CJIS) compliance.

The current equipment vetted for replacement is non-complaint with IT industry standards. Next Gen firewalls (NGFWs) can perform a deeper inspection of packets and provides visibility into any network traffic. NGFWs use a more thorough inspection style, checking packet payloads and matching signatures for harmful activities such as exploit, cyber-attacks and malware to prevent unauthorized access to the system, thus preventing data or system breaches. Additionally, installation assistance from a qualified vendor is needed because of the skillset and resources needed to undertake such project. The necessary upgrades and hardware are detailed below:

- A) Eight firewalls and twenty-seven switches with 1 year support.
- B) Installation and configuration of firewalls and switches.

Fiscal Impact:

The City received the following bids:

A. Firewalls and Switches	Total Bid*
Golden Star Technologies	\$47,177.11
Akins IT	\$55,802.88
Converge One	\$84,801.82

B. Professional Installation	Total Bid*
VPLS	\$42,236.00
CDW-G	\$43,722.00
AKINSIT	\$47,500.00

Staff recommends the lowest responsible bidder for each bid item.

These upgrades and services are part of an approved project, adopted in the Fiscal Year 19/20 - 22/22 Capital Improvement Project List.

Recommendation:

1. Authorize the purchase of hardware from Golden Star Technologies for firewalls and switches plus 1 year warranty in the amount of \$47,177; and
2. Approve and authorize the city manager to sign the VPLS professional services agreement for Fortinet firewall deployment services in the amount of \$42,236.



City Manager Review: Todd Parton
City Manager

Attachments:

- [Attachment A - GST Hardware](#)
- [Attachment B - VPLSProServices](#)

1337 Walker Lane
Corona, CA 92879
www.gstes.com
951-340-2669

Network Refresh



Prepared by:

Golden Star Technology - IE
Cherri Dodson
(951) 340-2669
Fax 951-340-2671
cdodson@gstes.com

Prepared for:

City of Beaumont
550 E. 6th Street
Beaumont, CA 92223
Edgar Trenado
Trenado@beaumontca.gov

Quote Information:

Quote #: 055887
Version: 1
Quote Date: 08/30/2019
Expiration Date: 09/30/2019

Hardware

Line	Item	Description	Price	Qty	Ext. Price	Taxable
1	FG-80E-BDL-950-12	Fortinet FortiGate 80E Network Security/Firewall Appliance - 14 Port - 1000Base-T, 1000Base-X Gigabit Ethernet - AES (256-bit), SHA-256 - USB - 14 x RJ-45 - 2 - SFP (mini-GBIC) - 2 x SFP - Manageable - Desktop	\$880.00	6	\$5,280.00	<input checked="" type="checkbox"/>
2	FG-300E-BDL-950-12	Fortinet FortiGate 300E Network Security/Firewall Appliance - 16 Port - 1000Base-X, 10/100/1000Base-T Gigabit Ethernet - AES (256-bit), AES (128-bit), SHA-256 - USB - 16 x RJ-45 - 16 - SFP - 16 x SFP - Manageable - 1U - Rack-mountable	\$4,840.00	2	\$9,680.00	<input checked="" type="checkbox"/>
3	FAZ-VM-BASE	BASE LIC STACKABLE FORT ANALYZER VM 1GB LOGS	\$900.00	1	\$900.00	<input type="checkbox"/>
4	FAZ-VM-GB5	FORTIANALYZER-VM	\$900.00	1	\$900.00	<input checked="" type="checkbox"/>
5	FC1-10-LV0VM-149-02-12	1YR SUB LICS FOR 1-6 GB/DAY MLIC OF LOGS	\$400.00	1	\$400.00	<input type="checkbox"/>
6	FC2-10-LV0VM-149-02-12	1YR SUB LICS FOR FORTIGUARD IOCLICS FOR 1-11 GB/DAY OF LOGS	\$540.00	1	\$540.00	<input type="checkbox"/>
7	FC210LV0VM-248-02-12	Fortinet FortiCare - 1 Year Extended Service (Renewal) - Service - 24 x 7 Next Business Day - Service Depot - Replacement - Parts - Electronic and Physical Service	\$644.44	1	\$644.44	<input type="checkbox"/>
8	FC1-15-EMS01-297-02-12	SECURITY FABRIC AGENT W/ EPP MLIC LICS SUB FOR 25ENDPOINTS	\$97.22	8	\$777.76	<input checked="" type="checkbox"/>
9	FAC-VM-100-UG	UPG FORTIAUTHENTICATOR VM LICS	\$497.22	2	\$994.44	<input type="checkbox"/>
10	FAC-VM-BASE	FORTIAUTHENTICATOR VM LICS WITH	\$830.56	1	\$830.56	<input type="checkbox"/>

1337 Walker Lane
 Corona, CA 92879
 www.gstes.com
 951-340-2669

Hardware

Line	Item	Description	Price	Qty	Ext. Price	Taxable
11	FC1100ACVM-248-02-12	Fortinet FortiCare 24X7 Comprehensive Support - 1 Year Renewal - Service - 24 x 7 - Technical - Electronic Service	\$199.33	1	\$199.33	<input type="checkbox"/>
12	FC-10-S148P-247-02-12	FortiSwitch-148E-POE 1 Year 24x7 FortiCare Contract	\$114.67	27	\$3,096.09	<input type="checkbox"/>
13	FS-148E-POE	L2+ managed POE switch with 48GE +4SFP, 24 ports POE with max 370W POE limit	\$788.33	27	\$21,284.91	<input checked="" type="checkbox"/>

price guaranteed for 30 days

Subtotal: \$45,527.53

Shipping

Line	Item	Description	Price	Qty	Ext. Price	Taxable
1	GST-SHIPPING	GST-SHIPPING	\$0.00	1	\$0.00	<input type="checkbox"/>

Quote Summary

Description	Amount
Hardware	\$45,527.53

Subtotal: \$45,527.53

Tax: \$2,939.01

Total: \$48,466.54

Customer Signature _____

Date _____

We have prepared a quote for you

Fortinet Firewall Deployment Pro Services

Quote # 023636
Version 1

Prepared for:
City of Beaumont

Edgar Trenado
etrenado@beaumont-ca.gov

Prepared by:
VPLS Solutions, LLC.

Daniel Seah
dseah@vplssolutions.com

Wednesday, August 28, 2019

City of Beaumont
Edgar Trenado
550 E. 6th Street
Beaumont, CA 92223
etrenado@beaumont-ca.gov

Dear Edgar,

Thank you for your inquiry. We are pleased to provide you with this quote.

Unless another VPLS contract form is noted, this quote is subject solely and exclusively to the VPLS Terms and Conditions attached hereto and incorporated by this reference herein. These Terms contain the entire understanding of the parties with respect to the sale of product contained within this quote and supersede all prior communications between the parties, regardless of form. In no event shall pre-printed terms on any customer document (PO, confirmation, etc.) modify or add to the VPLS Terms referenced herein.

Daniel Seah
IT Solutions Manager
VPLS Solutions, LLC.

Services

Description	Price	Qty	Ext. Price
Service - Fixed Fee Fixed fee labor for service or project work for City Wide Fortinet Deployment (Please see the scope of work on page 10-12) Fixed fee labor for service or project work.	\$42,236.00	1	\$42,236.00

Subtotal: \$42,236.00

Fortinet Firewall Deployment Pro Services

Quote Information:

Quote #: 023636

Version: 1

Delivery Date: 08/28/2019

Expiration Date: 09/27/2019

Prepared for:

City of Beaumont

550 E. 6th Street

Beaumont, CA 92223

Edgar Trenado

(951) 572-3209

etrenado@beaumont-ca.gov

Prepared by:

VPLS Solutions, LLC.

Daniel Seah

(714) 262-9893

Fax (866) 599-9593

dseah@vplssolutions.com

Quote Summary

Description	Amount
Services	\$42,236.00
Total:	\$42,236.00

Payment Options

Description	Payments	Interval	Amount
Term Options			
Net 30	1	One-Time	\$42,236.00

Summary of Selected Payment Options

Description	Amount
Term Options: Net 30	
Total of Payments	\$42,236.00

Shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

By signing, I affirm that I am authorized to sign for purchases on behalf of my organization.

VPLS Solutions, LLC.

City of Beaumont

Signature: _____

Signature: _____

Name: Daniel Seah _____

Name: _____

Title: IT Solutions Manager _____

Date: _____

Date: 08/28/2019 _____

Return Policy and Payment Term

VPLS Solutions Return and Cancellation Policy

- If VPLS Solutions made an error on your order, we will give you an RMA to return it at your request.
- Customer convenience returns will be considered on a case by case basis.
- When you know you have product to return, ask for the RMA as soon as you can. The quicker we work together on the issue, the more likely we will achieve a successful resolution together.
- We request that the product is returned within 14 days in order to mitigate risk for VPLS Solutions and our partners.
- When opening packages from VPLS Solutions, please take care to retain packaging in the event that a return becomes necessary.
- Please put the RMA number on the shipping label of the outside carton when returning product.
- We cannot accept returns without an RMA number clearly marked.
- VPLS Solutions reserves the right to charge a restocking or handling fee.
- VPLS Solutions' workmanship on integrated orders is warranted for one full year from date of shipment

How to Request an RMA:

You can request an RMA by phoning the VPLS Solutions Return Support Center at 213-406-9000, or by submitting a request to accounting@vplssolutions.com

Payment Terms:

All unpaid invoices shall bear interest at an amount equal to 1.5% of the outstanding balance per month (or the maximum rate of interest allowed to be contracted for by law, whichever is less), commencing upon the date payment is due. Buyer's failure to make timely payment may result in such action as commencement of proceedings for collection, revocation of credit, stoppage of shipment, delay or cessation of future deliveries, repossession of unpaid delivered goods and termination of any one or more sales agreements.

A 3% Convenience fee will be added to all credit card orders.

Terms and Conditions

Hourly Minimum

VPLS will invoice a minimum of 4 hours for onsite work performed (including travel time and coordination) and a minimum of 2 hours for remote work performed (including coordination). Hourly work in addition to the minimums will be billed in 1-hour blocks of time.

After-Hours Rate

Any work performed outside of normal business hours (8:00AM – 6:00PM, Monday – Friday) will be billed at 1.5 times the standard rate.

Travel Time

Any travel time required to perform this work will be billed at half rate each way.

Reimbursable Expenses

Travel and incidental expenses incurred by VPLS in association with the execution of this Proposal are to be reimbursed to VPLS by Customer at actual cost within 30 days of submission of invoice to Customer.

Overage Hours

For Time and Materials based engagements any additional work that exceeds the number of quoted hours will be billed at the same rate or After-Hours rate if applicable upon written approval from the customer.

Services cancelled or postponed

Any services confirmed with the client but cancelled with less than 24 hours notice will result in a cancellation fee of \$500 or a deduction of 2 hours from a prepaid T&M services block of hours.

Terms and Conditions

The following terms and conditions shall govern this Proposal unless a valid Master Services & Product Agreement between the parties, if any, for professional services has been executed and is in force at the time any Proposal is executed; in which case the terms of the Master Services & Product Agreement shall govern to the extent that they are inconsistent with this Proposal.

1. **Purchase Orders.** Any purchase order submitted by CLIENT in connection with this PROPOSAL shall be deemed subject to the terms of this PROPOSAL; VPLS 's performance of such purchase order shall not constitute VPLS 's acceptance of new or different terms, including pre-printed terms on such order. VPLS shall invoice CLIENT for services in accordance with the terms stated in the PROPOSAL. CLIENT shall make payment to VPLS within thirty (30) days from the date of invoice. Except for taxes due on VPLS 's net income, CLIENT shall pay all taxes.
2. **Limitations of Warranties.** VPLS warrants that services shall be provided by competent personnel in accordance with applicable professional standards. VPLS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. **Intellectual Property.** CLIENT acknowledges that VPLS , its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with services performed hereunder; any VPLS software provided to CLIENT as part of the services provided shall be subject to the vendor's copyright and licensing policy. To the extent such software is prepared by VPLS , it is

provided by nontransferable, nonexclusive license for CLIENT'S internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. CLIENT shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.

4. Confidential Information. The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "CLIENT" lists or other "CLIENT" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this Proposal. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care.
5. Limitation of Liability. **IN NO EVENT SHALL VPLS BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VPLS'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO VPLS BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER.** Without limiting the foregoing, VPLS will have no responsibility for the adequacy or performance of (i) any third party software provided to VPLS under this agreement; (ii) any hardware, and (iii) any services provided by any third party.
6. Non-Solicitation Provision. During the term of this PROPOSAL and for twelve (12) months thereafter, if a party was introduced to the other party, directly or indirectly as a result of this PROPOSAL or any follow-on work, neither party shall solicit for employment any employee nor contractor of the other. Should a party solicit and/or hire an employee or contractor from the other party, the soliciting and/or hiring party shall pay to the other party an administrative fee equal to 1 year's salary of the employee's new salary at the soliciting and/or hiring party's new company.
7. Equal Opportunity/Affirmative Action Employer. VPLS, is an Equal Opportunity/Affirmative Action Employer. All qualified applicants will receive consideration for employment without regard to race, age, color, religion, gender, national origin, disability, sexual orientation, or veteran status.
8. Document Control/Responsibility. CLIENT is responsible for maintaining its own procedures for the reconstruction of lost or altered files, backup or saving of data or programs to the extent deemed necessary by CLIENT and for actually reconstructing any lost or altered files, data or programs. VPLS assumes no responsibility for the protection of CLIENT'S data. VPLS is not liable for damage to software or data caused by service to the computer hardware equipment. CLIENT agrees that it shall have the sole responsibility for safeguarding the software and data during service work performed by VPLS. VPLS is not liable for software damage due to any outside factor, i.e. software virus.
9. Force Majeure. Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.
10. Choice of Law, Mediation and Venue. This PROPOSAL and all matters relating thereto shall be governed

exclusively by the substantive law of the State of California. The Parties will attempt to settle any claim or controversy arising under this Contract through consultation and negotiation in good faith and a spirit of mutual cooperation. The Parties agree that any disputes which arise out of or are based upon this PROPOSAL shall be subject to non-binding mediation. This Section shall not apply to disputes relating to intellectual property or misappropriation thereof or breach of confidentiality which by their nature may require immediate or extraordinary relief from a court of competent jurisdiction. Any dispute relating directly or indirectly to this PROPOSAL or any other contract or agreement between the parties which cannot be resolved through the process of mediation shall be brought in a court of competent jurisdiction in Orange County, California, that being the exclusive venue for any dispute between or any claims held by any of the parties to this Proposal.

11. Miscellaneous. This PROPOSAL constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services Agreement between the parties under the terms of which this PROPOSAL shall be incorporated. This PROPOSAL shall not be amended or modified except by written instrument signed by the parties. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Each party has had an opportunity to consult with advisors of its own choosing, including legal counsel and/or accountants and has been advised regarding the legal and/or tax effects of this document.
12. Severability. The provisions of this Agreement are severable. If any provision of this Agreement or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.

Shipping Terms

VPLS Solutions is pleased to present this Quote to Customer. Customer may place its order by signing below and returning this Quote to VPLS Solutions by facsimile or mail, or by submitting an order to VPLS Solutions, on Customer's purchase order form or other order form approved by VPLS Solutions, signed by Customer and which reference this Quote. Customer's order is subject to VPLS Solutions 's credit and acceptance requirements. VPLS Solutions, as applicable, may accept an order by providing Customer a written confirmation of acceptance, sent by mail, facsimile or other electronic means; by shipping the product; or by beginning performance of value-added work or services. VPLS Solutions, prior to its acceptance of Customer's order, may change this Quote. Customer's receipt of a changed Quote is VPLS Solutions's rejection of this Quote. Customer's order is governed solely by any applicable written agreement signed by VPLS Solutions and Customer in which the parties intend to apply to this order, or if there is no such written agreement, by VPLS Solutions 's standard Terms and Conditions available on request, which appear on VPLS Solutions 's packing slips and invoices and by this reference are incorporated herein. Also, if there is no such written agreements, customer's reference to this Quote in its order is Customer's agreement that only VPLS Solutions's Terms and Conditions apply to the order.

Freight Damage. VPLS Solutions standard freight services do not include freight insurance. For ALL customers, whether Factory Drop Ship or shipped out of VPLS Solutions's warehouse, title and risk of loss pass to you upon delivery of the products to the carrier. All freight damage is your sole responsibility and if freight is damaged or lost during transit, you MUST work with the carrier to resolve any outstanding freight issues.

Freight Insurance. Unless otherwise specified in your purchase order, all orders are booked without freight insurance. If you would like to have freight insurance for this order please contact your VPLS Solutions account manager or specify on your purchase order that you would like premium insured freight. If you would like a quote for premium insured freight please contact your VPLS Solutions account manager.

Fuel Surcharges. Please note that beginning on August 4 VPLS Solutions will be separating out the fuel surcharge from the freight expense and adding this fuel surcharge as a separate line item to all invoices for orders shipped from our warehouse and for orders shipped from our factory drop ship suppliers, except where the freight expense from drop ship order is \$0.

Quotation Summary:

Customer, by its signature below, places its order to VPLS Solutions for the products and services in this Quote.

Orders may be returned via: email to quotes@vplssolutions.com

Phase 1: FortiGate Installation

Phase 1 will include configuration of Qty 6 - FortiGate 80E, Qty 2 - FortiGate 300E and all included services below:

- Review SonicWall firewall setup and current configuration for each appliance
- Annotate all web/application filtering rules, as applicable
- Annotate all NAT/Port-Forwarding rules, as applicable
- Annotate any outstanding configuration for port-over
- Basic FortiGate configuration and setup on both appliances
 - VPLS will perform FIPS-CC compliant setup for CJIS
- IP address, activation, preparation
- MGMT IP within subnet scheme, confirm connectivity
- Firmware and UTM Upgrade
- WAN IP configuration, confirm connectivity
- Activate support portal for TAC cases and license validation
- Work w/ IT team to create optimal subnet/VLAN Scheme based on overall network topology
 - Not to exceed 10 Subnets per site or device
- Create internal LAN based on internal VLAN/Subnet Scheme
- Create necessary default VLANs, gateways, and next-hop connectivity based on internal VLAN/Subnet Scheme
- Create Internal Segmentation Firewall (ISF) configuration to block/allow access from subnet to subnet
- Confirm LAN connectivity to core/aggregation switches
- Create outside WAN rules
 - Not to exceed 50 rules per site or device
- Setup WAN rules for Outside to Inside connectivity
 - Not to exceed 50 rules per site or device
- Configuration of VIP addresses for inbound connectivity
- Test/Remediation
- UTM Setup / Security Profiles
- Work with IT team to determine UTM configuration
 - Not to exceed 5 unique profiles per security profile type
- Setup web-filter policies, as needed
- Rules based on VLAN considerations and FortiAuthenticator requirements
- Setup application policies, as needed
- Rules based on VLAN considerations and FortiAuthenticator requirements
- Setup IPS/AV/DNS policies, as needed
- Rules based on VLAN considerations and FortiAuthenticator requirements
- Intrusion Prevention Rules based on industry-recommended practices
- Setup deep packet SSL (SSL Inspection)
- Assistance with self-signed cert creation
- Deploy self-signed cert for networked devices via GPO or MDM integration
- Verify deep packet SSL functionality for each forwarding rule
- Test full network connectivity from core networks to remote networks
- Setup Forticlient VPN Configuration
- Integrate with directory services and/or FortiAuthenticator
 - VPLS will assign Fortinet NSE-8 certified engineer to this project
 - VPLS has included 4 hours (not to exceed) of remote Go-Live support (day after cutover) per site w/ 300E
 - VPLS has included 2 hours (not to exceed) of remote Go-Live support (day after cutover) per site w/ 80E
 - VPLS has included after-hours onsite cutover (from 3-8PM) per non-PD site and 7AM cutover for PD sites. These will not incur additional costs
 - VPLS has included 8 hours (not to exceed) of onsite discovery

Phase 2: FortiAnalyzer Setup and Configuration

- FortiAnalyzer Setup
- Procure VM and install image with IT team assistance
- Firmware upgrade
- License activation and registration
- Confirm IOC license activation
- Establish connectivity between FortiAnalyzer appliance and installed FortiGate units in Phase 1
- FSSO (Fortinet Single-Sign On) Setup and FortiAuthenticator setup
 - **Not to exceed 10 AD groups per site**
- Verify proper IP/AD reporting and propagation
- Setup archiving
- Create additional rules for AD mapping within FortiAnalyzer
- Setup DC Agents on necessary domain controllers and establish connectivity
- Verify log propagation within FortiAnalyzer
- Point all applicable firewalls to FortiAnalyzer for processing

Phase 3: Endpoint Protection & Compliance

- Activate endpoint registration/telemetry licenses on applicable FortiGate appliances, as determined by IT team
- Create profiles for compliance, telemetry and reporting purposes
- Network Access Control policies based on device detection
 - **Not to exceed 5 device types**
- Rollout of all applicable devices county-wide
- Covers all covered licenses (200 Total)
 - **Customer to uninstall any previous/legacy AV or VPN product if applicable**

Phase 4: FortiAuthenticator Setup

- FortiAuthenticator basic network setup
- Procure VM and install image with IT team assistance
- Firmware upgrade
- License activation and registration
- Activate endpoint license
- 300 Licenses Total
- SAML integration for Office 365, Azure, Active Directory for Single Sign-On
- Integrate with deployed FortiGate units
- Verify forwarding rules match SSO group membership based on SAML integration
- Verify functionality across all FortiGate devices

Phase 5: FortiSwitch Setup

- Setup of county-wide switching for 27 devices
- Assistance with physical connection of appliances to core/aggregation devices
- Management configuration to FortiGate units (acting as controller)
- VLAN configuration for Layer 2 functionality
 - **Not to exceed 10 VLANs/site**
- IP scheme design and configuration
- POE considerations for endpoint connectivity
- QOS configuration for VoIP integration from edge to FortiGate unit

Phase 6: Knowledge Transfer

-Vendor will provide 1 day of knowledge transfer amongst two engineers to demonstrate all configured services

- **Not to exceed 8 hours of knowledge transfer**

-Endpoint management

-FortiAnalyzer report generation and monitoring

- **Not to exceed 5 reports, custom-written reports outside of scope**

-FortiGate management

-FortiAuthenticator management

-Vendor will provide updated network maps and documentation to reflect configuration

-Layer 2/3 topologies

-VLAN/Subnet schemes

***Assumptions:**

-SSL Certificate Rollout will be for county managed devices and not a BYOD environment hosting solution

-All licenses will be readily available for activation beginning on Day 1 of install

-Maintenance windows for scheduled down-time will be planned before each cutover

-SAML integration will be inclusive of Office 365, Azure Services, and AD, as appropriate

-Endpoint protection will be based on license seat counts

-IT Team will assist in VM creation and resource allocation for FortiAnalyzer and FortiAuthenticator

- **Travel time will be billed at 1/2 rate and will not exceed \$1,500 for the entire project.**

Project Management

Vendor will provide project management services during the engagement to communicate project status and ensure delivery of the scope as outlined in this SoW. Project tasks may include, but not limited to:

-Schedule and task management

-Coordination of Vendor resources

-Presenting status regularly via status calls and/or status reports

-Providing task, issue and risk management, including issue escalation

-Controlling change control process



Staff Report

TO: Mayor and City Council Members
 FROM: Todd Parton, City Manager
 DATE: September 3, 2019
 SUBJECT: Approval of Requisition Greater than \$25,000

Background and Analysis:

The City of Beaumont Purchasing Ordinance requires City Council approval for purchases greater than \$25,000 for goods and services. On March 1, 2018, the City entered into an agreement with Webb Municipal Finance, LLC., to provide CFD Administration & Special Tax Consulting Services for a term of three years. We are in year two of the agreement and have received our first invoice for the current fiscal year. The requisition is for the total annual amount including the first invoice received.

<u>Requisition Number</u>	<u>Vendor</u>	<u>Amount</u>
825	Webb Municipal Finance, LLC	199,095.00

Fiscal Impact:

The line item is an expected cost for the FY19-20 budget.

Recommendation:

1. Approve requisition 825 in the amount of 199,095.00 payable to Webb Municipal Finance, LLC.

City Manager Review: Todd Parton
 City Manager

Attachments:

[Attachment A - Webb Municipal Finance Qtr 1 Invoice](#)

RECEIVED
AUG 12 2019

WEBB MUNICIPAL FINANCE, LLC

3750 McCray Street, Riverside, CA 92506
Phone: (951) 200-8600 | Fax: (951) 788-4139
www.webbfinance.com

BY: *Mary R.*

INVOICE

City of Beaumont - Finance
Attention: Todd Parton, City Manager
550 E. 6th Street
Beaumont, CA 92223

Project : M20180062
Project Name : Beaumont FY19-20 CFD
Annual Admin

Invoice # : 20190427
Invoice Date : 7/27/2019
Invoice Group : **

For Professional Services Rendered through: 6/30/2019

Phase Description	Phase Fee	Prior Billings	Percent Complete	Current Total Charges	Billed to Date (includes current)	Remaining Balance
CFD 2016-1 Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 2016-1 Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 2016-2 Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 2016-2 Public Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 2016-2 Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 2016-3	3,960.00 ✗	0.00	25.00	990.00	990.00	2,970.00
CFD 2016-3 Public Service	1,145.00 ✗	0.00	25.00	286.25	286.25	858.75
CFD 2016-3 Service	1,145.00 ✗	0.00	25.00	286.25	286.25	858.75
CFD 2016-4 Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 2016-4 Public Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 2016-4 Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 2018-1 Public Service	1,145.00 ✗	0.00	25.00	286.25	286.25	858.75
CFD 2019-1 Facilities	3,960.00 ✗	0.00	25.00	990.00	990.00	2,970.00
CFD 2019-1 Public Service	1,145.00 ✗	0.00	25.00	286.25	286.25	858.75
CFD 2019-1 Service	1,145.00 ✗	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 1 Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 10 Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 10 Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 11 Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 11 Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 12 Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 12 Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 13 Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 14 Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 14A Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 14B Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 14 Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 15 Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75

Terms: Net due upon receipt: 1 1/2% interest per month charged on past due accounts (18% Per Annum). All disputes must be in writing within 30 days of the date of this invoice.

*Bilal new

Project : M20180062 -- Beaumont FY19-20 CFD Annual Admin

Invoice Group : **

Invoice # :20190427

Phase Description	Phase Fee	Prior Billings	Percent Complete	Current Total Charges	Billed to Date (includes current)	Remaining Balance
CFD 93-1 IA 16 Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 16 Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 17A Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 17A Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 17B Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 17B Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 17C Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 17C Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 18 Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 18 Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 19A Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 19A Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 19C Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 19 C Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 2 Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 20 Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 20 Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 23 Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 3 Facilites	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 3 Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 4 Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 5 Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 6A Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 931- IA 6A1 Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 6A1 Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 6B Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 7A1 Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 7A1 Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 7B Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 7B Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 7C Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 7C Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 7D Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 7D Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 8 Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 8A Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 8A Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 8B Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 8B Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 8C Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00

Albert A. Webb Associates

Project : M20180062 -- Beaumont FY19-20 CFD Annual Admin

Invoice Group : **

Invoice # :20190427

Phase Description	Phase Fee	Prior Billings	Percent Complete	Current Total Charges	Billed to Date (includes current)	Remaining Balance
CFD 93-1 IA 8C Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 8D Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 8D Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 8E Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 8E Services	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 8F Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 8F Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 8 Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
CFD 93-1 IA 9 Facilities	3,960.00 ✓	0.00	25.00	990.00	990.00	2,970.00
CFD 93-1 IA 9 Service	1,145.00 ✓	0.00	25.00	286.25	286.25	858.75
Totals:	199,095.00	0.00	25.00	49,773.75	49,773.75	149,321.25
Total Fee Earned To Date						49,773.75
Less Previous Billings						0.00
Amount Due this Invoice						\$ 49,773.75

Remittance Copy - Please return with your payment payable to:

WEBB MUNICIPAL FINANCE, LLC
3750 McCray Street
Riverside, CA 92506

Phone: (951) 200-8600
Fax: (951) 788-4139
www.webbmfinance.com

City of Beaumont - Finance
Attention: Todd Parton, City Manager
550 E. 6th Street
Beaumont, CA. 92223

Project : M20180062
Project Name : Beaumont FY19-20 CFD
Annual Admin

Invoice # : 20190427
Invoice Date : 7/27/2019
Invoice Group : **

Amount Due This Invoice:

\$ 49,773.75

Terms: Net due upon receipt: 1 1/2% interest per month charged on past due accounts (18% Per Annum). All disputes must be in writing within 30 days of the date of this invoice.



Staff Report

TO: Mayor and City Council Members

FROM: Jeff Hart, Public Works Director

DATE: September 3, 2019

SUBJECT: Review and Approval of Conceptual Design for West Side Fire Station and Authorization for Staff to Initiate the Final Design Phase

Background and Analysis:

In 2014, the City of Beaumont completed the Fire Station Facility Fee Study intended to reasonably estimate and apportion the total cost among undeveloped properties to construct certain fire station facilities which are needed to support the logical and orderly development of the City in accordance with City of Beaumont General Plan.

In September of 2017, Trinity Partners, LLC, (the owner of the future Beaumont Village project) granted the City of Beaumont approximately five (5) acres of land to provide the new Fire and Police Station. This land is located on the northeasterly corner of Potrero Blvd. and the future realigned Western Knolls Ave (Attachment A).

In May of 2018, the City Council awarded a Professional Services Agreement with Claremont Environmental Design Group (CEDG) for Architectural & Engineering (A&E) Services of the West Side Fire Station. Staff has been working with CAL FIRE and CEDG to develop conceptual floor plan and site layout design drawings (Attachment B) and is now ready to move on to the next phase of the project, schematic design and construction documents.

Fiscal Impact:

The cost of preparing the staff report is estimated to be \$250.

Recommendation:

1. Review and approve the conceptual design for the West Side Fire Station and authorize staff to initiate the final design phase.



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Project Location Map](#)

[Attachment B - Beaumont West Side Fire Station Conceptual Plan](#)

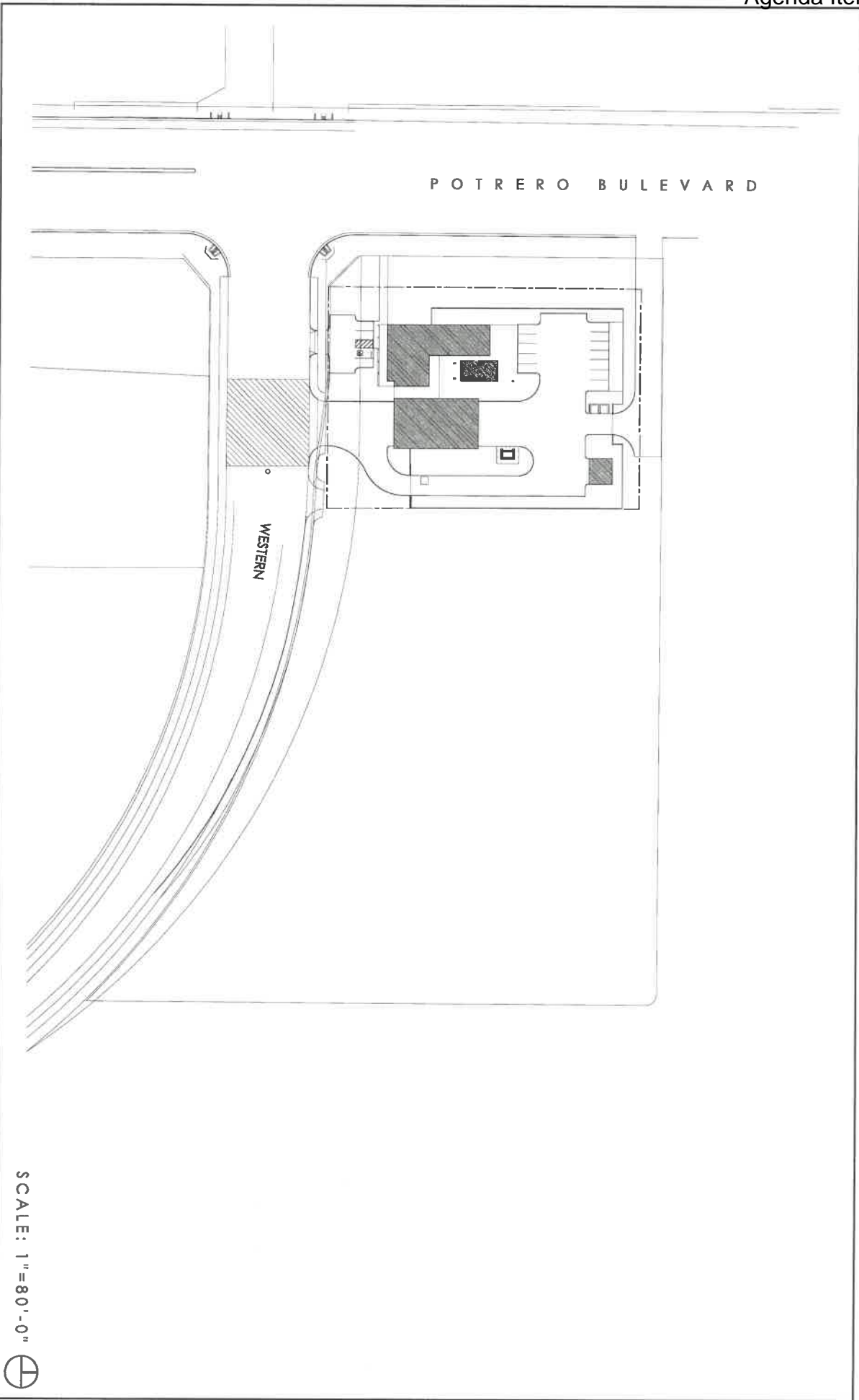
Attachment A
Project Location Map



Vicinity Map

Approximate Location of Fire Station

Attachment B
Beaumont West Side Fire Station Conceptual Plan

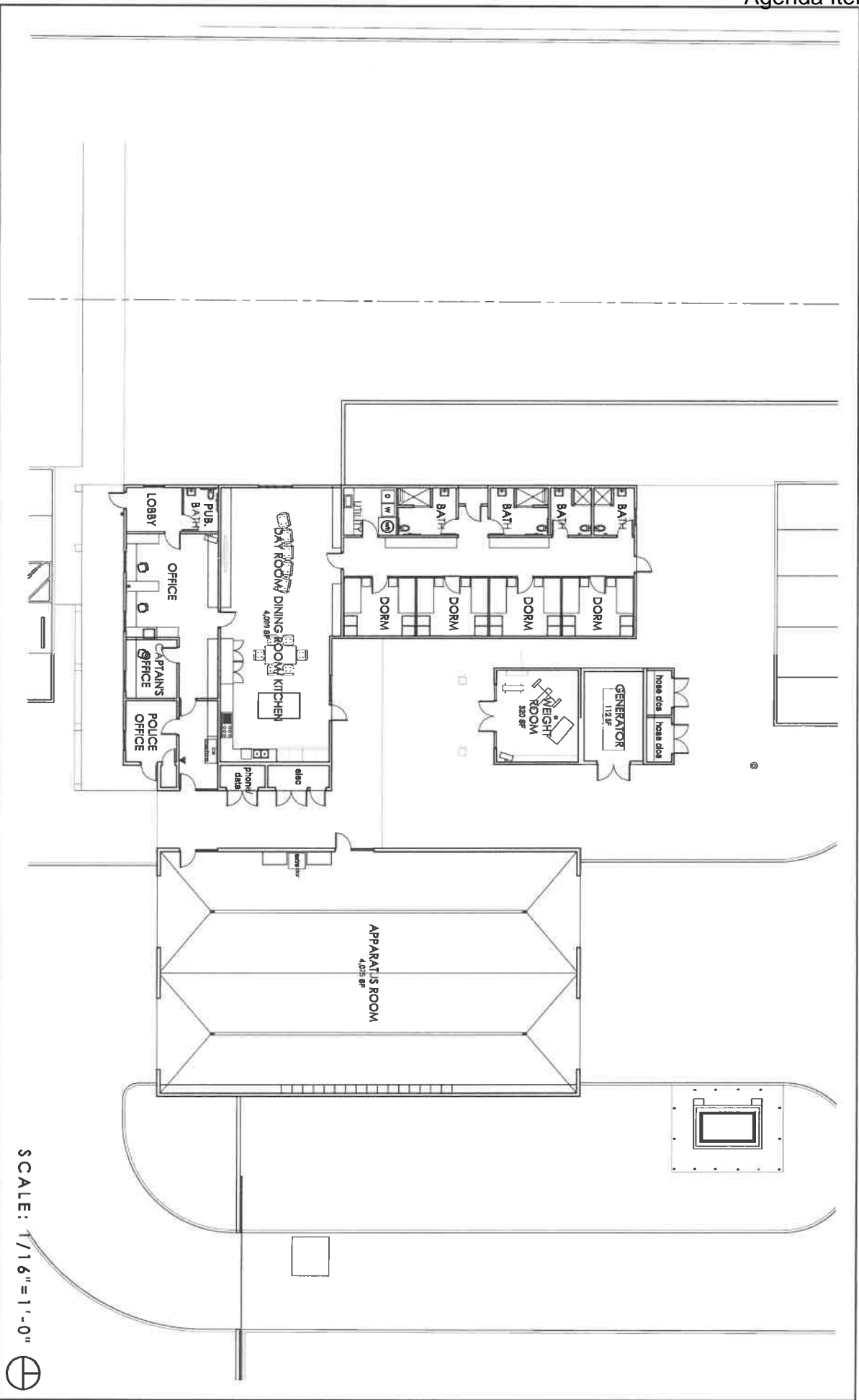


CEDG ARCHITECTS
401 E. COLUMBIA AVENUE, POMONA, CA 91767
909.825.3916 | www.cedgarchitects.com

SCALE: 1" = 80'-0"



BEAUMONT WEST SIDE FIRE STATION
CONCEPT SITE PLAN
AUGUST 29, 2019



SCALE: 1/16" = 1'-0"



CEDG ARCHITECTS
 401 E. COLUMBIA AVENUE, POMONA, CA 91767
 909.625.3916 | www.cedgarchitects.com

BEAUMONT WEST SIDE FIRE STATION
CONCEPT FLOOR PLAN
 AUGUST 29, 2019



Staff Report

TO: Mayor and City Council Members
FROM: Kari Mendoza, Administrative Services Director
DATE: September 3, 2019
SUBJECT: Approval of Compensation Plan and Salary Table

Background and Analysis:

Labor negotiations concluded in late 2018, with several labor groups including the SEIU Local 721, Police Officers Association and the Police Managers Unit. As a result of those negotiations, salary ranges were adjusted and awarded July 1, 2019. Those adjustments are reflected on the attached Compensation Plan along with new positions or title changes.

Fiscal Impact:

All negotiated salary increases were budgeted for in Fiscal Year 19/20 budget.

Recommendation:

1. Approval of the Compensation Plan and Salary Table.

A handwritten signature in blue ink, appearing to be "TP", is positioned above the City Manager Review text.

City Manager Review: Todd Parton
City Manager

Attachments:

[Compensation Plan](#)
[Salary Table](#)



- COMPENSATION PLAN -

Adopted by City Council September 3, 2019

Position	MOU Assigned To	Salary Range	
		First Step	Top Step
Account Technician	SEIU	43	53
Administrative Services Director	Employment Contract	84	94
Administrative Services Manager	Professional/Technical/Manager	62	72
Animal Control Officer I	SEIU	43	53
Animal Control Officer II	SEIU	47	57
Assistant City Manager	Employment Contract	95	105
Assistant Director of Community Services	Professional/Technical/Manager	70	80
Assistant Director of Public Works	Professional/Technical/Manager	60	70
Assistant Engineer	SEIU	57	67
Assistant Fire Marshal	Professional/Technical/Manager	61	71
Assistant Planning Director	Professional/Technical/Manager	60	70
Assistant to the City Manager I/II/III	Professional/Technical/Manager	48	70
Associate Planner	SEIU	57	67
Budget Specialist	Professional/Technical/Manager	58	68
Building/Grounds/Maintenance Supervisor	Professional/Technical/Manager	55	65
Building/Grounds/Maintenance Worker	SEIU	37	47
Building Inspector	SEIU	51	61
Building Official	Professional/Technical/Manager	80	90
Building Permit Technician I	SEIU	39	49
Building Permit Technician II	SEIU	45	55
Bus Driver – Lead	SEIU	37	47
Bus Driver I	SEIU	31	41
Bus Driver II	SEIU	37	47
Chief of Police	Employment Contract	94	104
Chief Plant Operator – Wastewater	Professional/Technical/Manager	75	85
City Engineer / Public Works Director	Employment Contract	92	102
City Manager	Employment Contract	102	112
Communications Supervisor	Professional/Technical/Manager	48	58
Community Enhancement Officer I	SEIU	45	55
Community Enhancement Officer II	SEIU	49	59
Collection Crew Supervisor	Professional/Technical/Manager	51	61
Community Development Analyst	Professional/Technical/Manager	54	64
Community Development Director	Employment Contract	84	94
Community Services Director	Employment Contract	82	92
Community Services Manager	Professional/Technical/Manager	56	66
Customer Service Coordinator I	SEIU	31	41
Customer Service Coordinator II	SEIU	37	47
Customer Service Coordinator III	SEIU	43	53
Customer Service Coordinator IV	Professional/Technical/Manager	54	64
Customer Service Coordinator Lead	Professional/Technical/Manager	50	60
Deputy Chief of Police	Police Management	90	100

Position	MOU Assigned To	Salary Range	
		First Step	Top Step
Deputy City Clerk	Professional/Technical/Manager	62	72
Deputy City Manager	Professional/Technical/Manager	78	88
Economic Development Manager	Professional/Technical/Manager	70	80
Engineering Development Technician I	SEIU	39	49
Engineering Development Technician II	SEIU	45	55
Equipment Operator	SEIU	39	49
Executive Assistant	Professional/Technical/Manager	42	52
Finance Director	Employment Contract	84	94
Information Technology Manager	Professional/Technical/Manager	71	81
HR/Payroll Technician	SEIU	42	52
IT Analyst I	SEIU	40	50
IT Analyst II	SEIU	48	58
Lead Building/Grounds Maint Worker	SEIU	43	53
Lead Dispatcher	POA	47	57
Lead Recreation Specialist	SEIU	19	29
Lifeguard I/II/III	SEIU	16	26
Maintenance Helper	SEIU	23	33
Mechanic	SEIU	43	53
Management Analyst	SEIU	57	67
Planning Director	Professional/Technical/Manager	66	76
Police Cadet		24	24
Police Commander	Police Management	81	91
Police Corporal	Police Officers Association	63	73
Police Lieutenant	Police Management	80	90
Police Officer	Police Officers Association	57	67
Police Records Specialist	Police Officers Association	32	42
Police Sergeant	Police Officers Association	69	79
Police Services Analyst	Police Officers Association	55	65
Principal Engineer	Professional/Technical/Manager	68	78
Public Safety Dispatcher I	Police Officers Association	35	45
Public Safety Dispatcher II	Police Officers Association	41	51
Police Trainee		43	43
Public Works Inspector	SEIU	56	66
Public Works Manager	Professional/Technical/Manager	68	78
Quality of Life Officer I	SEIU	40	50
Quality of Life Officer II	SEIU	44	54
Quality of Life Officer III	SEIU	48	58
Quality of Life Officer Trainee	SEIU	30	30
Records Supervisor	Professional/Technical/Manager	48	58
Recreation Specialist	SEIU	16	26
Resources Director	Professional/Technical/Manager	66	76
Resources Manager	Professional/Technical/Manager	54	64
Senior Accountant	Professional/Technical/Manager	66	76
Senior Center Manager	Professional/Technical/Manager	54	64
Solid Waste Recycling Manager	Professional/Technical/Manager	58	68
Special Projects/PIO	Professional/Technical/Manager	58	68

Position	MOU Assigned To	Salary Range	
		First Step	Top Step
Senior Planner	Professional/Technical/Manager	66	76
Support Services Director	Professional/Technical/Manager	66	76
Street Maintenance Supervisor	Professional/Technical/Manager	48	58
Street Maintenance Worker	SEIU	43	53
Support Services Supervisor	Police Officers Association	55	65
Support Services Specialist I	Police Officers Association	29	39
Support Services Specialist II	Police Officers Association	35	45
Support Services Trainee	Police Officers Association	28	38
Transit Director	Professional/Technical/Manager	74	84
Transit Operations Supervisor	Professional/Technical/Manager	55	65
Vehicle Maintenance Supervisor	Professional/Technical/Manager	48	58
Wastewater Collection System Worker I	SEIU	43	53
Wastewater Collection System Worker II	SEIU	47	57
Wastewater Plant Operator I	SEIU	44	54
Wastewater Plant Operator II	SEIU	50	60
Wastewater Plant Operator III	SEIU	54	64
Wastewater Plant Operator IV	SEIU	58	68
Wastewater Plant Operator V	SEIU	62	72
Wastewater Plant Supervisor	Professional/Technical/Manager	63	73

Unfunded

City of Beaumont

Salary Range Table
Effective 9/3/19

Step	Annual	Monthly	Bi-Weekly	Hourly
0	\$ 17,638.44	\$ 1,469.87	\$ 678.40	\$ 8.48
1	\$ 18,075.24	\$ 1,506.27	\$ 695.20	\$ 8.69
2	\$ 18,532.80	\$ 1,544.40	\$ 712.80	\$ 8.91
3	\$ 18,990.36	\$ 1,582.53	\$ 730.40	\$ 9.13
4	\$ 19,468.80	\$ 1,622.40	\$ 748.80	\$ 9.36
5	\$ 19,947.24	\$ 1,662.27	\$ 767.20	\$ 9.59
6	\$ 20,446.44	\$ 1,703.87	\$ 786.40	\$ 9.83
7	\$ 20,966.40	\$ 1,747.20	\$ 806.40	\$ 10.08
8	\$ 21,486.36	\$ 1,790.53	\$ 826.40	\$ 10.33
9	\$ 22,027.20	\$ 1,835.60	\$ 847.20	\$ 10.59
10	\$ 22,588.80	\$ 1,882.40	\$ 868.80	\$ 10.86
11	\$ 23,150.40	\$ 1,929.20	\$ 890.40	\$ 11.13
12	\$ 23,712.00	\$ 1,976.00	\$ 912.00	\$ 11.40
13	\$ 24,315.24	\$ 2,026.27	\$ 935.20	\$ 11.69
14	\$ 24,918.36	\$ 2,076.53	\$ 958.40	\$ 11.98
15	\$ 25,542.36	\$ 2,128.53	\$ 982.40	\$ 12.28
16	\$ 26,187.24	\$ 2,182.27	\$ 1,007.20	\$ 12.59
17	\$ 26,832.00	\$ 2,236.00	\$ 1,032.00	\$ 12.90
18	\$ 27,518.40	\$ 2,293.20	\$ 1,058.40	\$ 13.23
19	\$ 28,204.80	\$ 2,350.40	\$ 1,084.80	\$ 13.56
20	\$ 28,911.96	\$ 2,409.33	\$ 1,112.00	\$ 13.90
21	\$ 29,619.24	\$ 2,468.27	\$ 1,139.20	\$ 14.24
22	\$ 30,368.04	\$ 2,530.67	\$ 1,168.00	\$ 14.60
23	\$ 31,116.84	\$ 2,593.07	\$ 1,196.80	\$ 14.96
24	\$ 31,907.16	\$ 2,658.93	\$ 1,227.20	\$ 15.34
25	\$ 32,697.60	\$ 2,724.80	\$ 1,257.60	\$ 15.72
26	\$ 33,508.80	\$ 2,792.40	\$ 1,288.80	\$ 16.11
27	\$ 34,361.64	\$ 2,863.47	\$ 1,321.60	\$ 16.52
28	\$ 35,214.36	\$ 2,934.53	\$ 1,354.40	\$ 16.93
29	\$ 36,087.96	\$ 3,007.33	\$ 1,388.00	\$ 17.35
30	\$ 37,003.20	\$ 3,083.60	\$ 1,423.20	\$ 17.79
31	\$ 37,918.44	\$ 3,159.87	\$ 1,458.40	\$ 18.23
32	\$ 38,875.20	\$ 3,239.60	\$ 1,495.20	\$ 18.69
33	\$ 39,852.84	\$ 3,321.07	\$ 1,532.80	\$ 19.16
34	\$ 40,830.36	\$ 3,402.53	\$ 1,570.40	\$ 19.63
35	\$ 41,849.64	\$ 3,487.47	\$ 1,609.60	\$ 20.12
36	\$ 42,910.44	\$ 3,575.87	\$ 1,650.40	\$ 20.63
37	\$ 43,971.24	\$ 3,664.27	\$ 1,691.20	\$ 21.14
38	\$ 45,073.56	\$ 3,756.13	\$ 1,733.60	\$ 21.67
39	\$ 46,196.76	\$ 3,849.73	\$ 1,776.80	\$ 22.21
40	\$ 47,361.60	\$ 3,946.80	\$ 1,821.60	\$ 22.77
41	\$ 48,547.20	\$ 4,045.60	\$ 1,867.20	\$ 23.34
42	\$ 49,753.56	\$ 4,146.13	\$ 1,913.60	\$ 23.92
43	\$ 51,001.56	\$ 4,250.13	\$ 1,961.60	\$ 24.52
44	\$ 52,270.44	\$ 4,355.87	\$ 2,010.40	\$ 25.13
45	\$ 53,580.84	\$ 4,465.07	\$ 2,060.80	\$ 25.76
46	\$ 54,932.76	\$ 4,577.73	\$ 2,112.80	\$ 26.41
47	\$ 56,305.56	\$ 4,692.13	\$ 2,165.60	\$ 27.07
48	\$ 57,699.24	\$ 4,808.27	\$ 2,219.20	\$ 27.74
49	\$ 59,155.20	\$ 4,929.60	\$ 2,275.20	\$ 28.44
50	\$ 60,632.04	\$ 5,052.67	\$ 2,332.00	\$ 29.15
51	\$ 62,150.40	\$ 5,179.20	\$ 2,390.40	\$ 29.88
52	\$ 63,689.64	\$ 5,307.47	\$ 2,449.60	\$ 30.62
53	\$ 65,291.16	\$ 5,440.93	\$ 2,511.20	\$ 31.39
54	\$ 66,913.56	\$ 5,576.13	\$ 2,573.60	\$ 32.17
55	\$ 68,598.36	\$ 5,716.53	\$ 2,638.40	\$ 32.98
56	\$ 70,304.04	\$ 5,858.67	\$ 2,704.00	\$ 33.80

Step	Annual	Monthly	Bi-Weekly	Hourly
57	\$ 72,072.00	\$ 6,006.00	\$ 2,772.00	\$ 34.65
58	\$ 73,860.84	\$ 6,155.07	\$ 2,840.80	\$ 35.51
59	\$ 75,711.96	\$ 6,309.33	\$ 2,912.00	\$ 36.40
60	\$ 77,604.84	\$ 6,467.07	\$ 2,984.80	\$ 37.31
61	\$ 79,539.24	\$ 6,628.27	\$ 3,059.20	\$ 38.24
62	\$ 81,536.04	\$ 6,794.67	\$ 3,136.00	\$ 39.20
63	\$ 83,574.36	\$ 6,964.53	\$ 3,214.40	\$ 40.18
64	\$ 85,654.44	\$ 7,137.87	\$ 3,294.40	\$ 41.18
65	\$ 87,796.80	\$ 7,316.40	\$ 3,376.80	\$ 42.21
66	\$ 90,001.56	\$ 7,500.13	\$ 3,461.60	\$ 43.27
67	\$ 92,247.96	\$ 7,687.33	\$ 3,548.00	\$ 44.35
68	\$ 94,556.76	\$ 7,879.73	\$ 3,636.80	\$ 45.46
69	\$ 96,927.96	\$ 8,077.33	\$ 3,728.00	\$ 46.60
70	\$ 99,361.56	\$ 8,280.13	\$ 3,821.60	\$ 47.77
71	\$ 101,816.04	\$ 8,484.67	\$ 3,916.00	\$ 48.95
72	\$ 104,374.44	\$ 8,697.87	\$ 4,014.40	\$ 50.18
73	\$ 106,974.36	\$ 8,914.53	\$ 4,114.40	\$ 51.43
74	\$ 109,657.56	\$ 9,138.13	\$ 4,217.60	\$ 52.72
75	\$ 112,403.16	\$ 9,366.93	\$ 4,323.20	\$ 54.04
76	\$ 115,211.16	\$ 9,600.93	\$ 4,431.20	\$ 55.39
77	\$ 118,081.56	\$ 9,840.13	\$ 4,541.60	\$ 56.77
78	\$ 121,035.24	\$ 10,086.27	\$ 4,655.20	\$ 58.19
79	\$ 124,071.96	\$ 10,339.33	\$ 4,772.00	\$ 59.65
80	\$ 127,171.20	\$ 10,597.60	\$ 4,891.20	\$ 61.14
81	\$ 130,353.60	\$ 10,862.80	\$ 5,013.60	\$ 62.67
82	\$ 133,598.40	\$ 11,133.20	\$ 5,138.40	\$ 64.23
83	\$ 136,947.24	\$ 11,412.27	\$ 5,267.20	\$ 65.84
84	\$ 140,358.36	\$ 11,696.53	\$ 5,398.40	\$ 67.48
85	\$ 143,873.64	\$ 11,989.47	\$ 5,533.60	\$ 69.17
86	\$ 147,471.96	\$ 12,289.33	\$ 5,672.00	\$ 70.90
87	\$ 151,153.56	\$ 12,596.13	\$ 5,813.60	\$ 72.67
88	\$ 154,939.20	\$ 12,911.60	\$ 5,959.20	\$ 74.49
89	\$ 158,808.00	\$ 13,234.00	\$ 6,108.00	\$ 76.35
90	\$ 162,780.84	\$ 13,565.07	\$ 6,260.80	\$ 78.26
91	\$ 166,857.60	\$ 13,904.80	\$ 6,417.60	\$ 80.22
92	\$ 171,017.64	\$ 14,251.47	\$ 6,577.60	\$ 82.22
93	\$ 175,302.36	\$ 14,608.53	\$ 6,742.40	\$ 84.28
94	\$ 179,691.24	\$ 14,974.27	\$ 6,911.20	\$ 86.39
95	\$ 184,163.16	\$ 15,346.93	\$ 7,083.20	\$ 88.54
96	\$ 188,780.76	\$ 15,731.73	\$ 7,260.80	\$ 90.76
97	\$ 193,502.40	\$ 16,125.20	\$ 7,442.40	\$ 93.03
98	\$ 198,327.96	\$ 16,527.33	\$ 7,628.00	\$ 95.35
99	\$ 203,299.20	\$ 16,941.60	\$ 7,819.20	\$ 97.74
100	\$ 208,374.36	\$ 17,364.53	\$ 8,014.40	\$ 100.18
101	\$ 213,574.44	\$ 17,797.87	\$ 8,214.40	\$ 102.68
102	\$ 218,919.96	\$ 18,243.33	\$ 8,420.00	\$ 105.25
103	\$ 224,390.40	\$ 18,699.20	\$ 8,630.40	\$ 107.88
104	\$ 230,006.40	\$ 19,167.20	\$ 8,846.40	\$ 110.58
105	\$ 235,747.20	\$ 19,645.60	\$ 9,067.20	\$ 113.34
106	\$ 241,633.56	\$ 20,136.13	\$ 9,293.60	\$ 116.17
107	\$ 247,665.60	\$ 20,638.80	\$ 9,525.60	\$ 119.07
108	\$ 253,863.96	\$ 21,155.33	\$ 9,764.00	\$ 122.05
109	\$ 260,208.00	\$ 21,684.00	\$ 10,008.00	\$ 125.10
110	\$ 266,718.36	\$ 22,226.53	\$ 10,258.40	\$ 128.23
111	\$ 273,395.16	\$ 22,782.93	\$ 10,515.20	\$ 131.44
112	\$ 280,238.40	\$ 23,353.20	\$ 10,778.40	\$ 134.73
113	\$ 287,247.96	\$ 23,937.33	\$ 11,048.00	\$ 138.11



Staff Report

TO: Mayor and City Council Members

FROM: Jeff Hart, Public Works Director

DATE: September 3, 2019

SUBJECT: Receive and File the Potrero Bridge Project Summary and Construction Change Order Update

Background and Analysis:

Potrero Bridge Project Update:

Potrero Boulevard Phase 1 and 1A construction activities are nearing completion with an estimated completion date in September 2019. Please see lists below of recent, and remaining project milestones to be completed.

Recent project milestones include:

- Permanent erosion control
- Drainage system for both east and westbound 60 freeway
- Slope paving and specialty cuts
- AC paving on Potrero (CCO 05)
- Installation of metal beam guard rails at bridge ends
- Installation of chain link fence/gate
- Grinding of bridge deck and skid test
- Joint seal/Armor plate bridge

Remaining project milestones for completion include:

- Southern California Edison service drops at Western Knolls and the north side of Potrero Blvd.
- Final signing and striping on Potrero
- Install and energize lights on new bridges
- Install survey monuments
- Bridge fence

Change Order No. 5A Update:

The original construction change order #5 (CCO 5) plans called for a two-lane paved surface (single lane each way) from the south side of the Potrero bridge abutment, to approximately 600’ north of 4th Street. CCO 5A will allow Potrero Blvd. to be paved at full width (122 feet) in the areas that were going to be reduced to two lanes. The pavement thickness will be 0.60’ hot mix asphalt (HMA) on top of 1.25’ of Class II base, while the 0.15’ HMA final cap will be placed in Phase II of the project in order to minimize construction damage and provide a clean, uniform surface upon completion. This contract change order will also extend the construction management contract for Falcon Engineering by two months to allow for project closeout. The resident engineer for this project has reviewed and recommended this change order.

The following table is an overview of project funding available for Phase 1/1A of the project:

Funding Source	Funding Amount
Federal	\$13,443,872.00
Local (from RSI Communities)	\$1,700,000.00
Local (from ASM Beaumont Investors)	\$340,000.00
Local (from RSI Denley Investment)	\$1,445,000.00
Local (from Lassen Development)	\$2,890,000.00
Local (from Lassen Development for Utility Improvements) (CCOs #9 and #12)	\$1,912,559.16
Local (from Lassen Development for Utility Improvements) (CCOs #14)	\$1,348,191.17
Local (from USEF Crossroads)	\$1,133,000.00
Local (from Wolverine)	\$652,644.27
TOTAL	\$24,865,266.60

The following is a revised comprehensive breakdown in project costs:

Potrero	Budget Amount	Actual	Remaining
Design	\$617,277.62	\$597,804.64	\$19,472.98
Environmental	\$1,170,816.84	\$1,169,263.00	\$1,553.84
Right of Way	\$987,185.00	\$982,603.92	\$4,581.08
Utilities	\$438,895.08	\$43,428.19	\$395,466.89
Construction Management	\$2,549,468.34	\$2,523,890.29	\$25,578.05
Construction	\$14,031,991.40	\$13,916,744.96	\$115,246.44
Contingency	\$5,069,632.32	\$4,676,894.32	\$392,738.00
Total	\$24,865,266.60	\$23,910,629.32	\$954,637.28

The contract change orders to date are summarized below:

CCO No.	Description	Reason for Change	Federal Funds	Other Funds	Total
1	Encroachment Permit	Not identified in Plans	\$65,010.00	\$8,690.00	\$73,700.00
2	Dispute Resolution Board (DRB) Agreement	Mandatory agreement for federal contracts over \$10 Million. Costs shared by the City and Contractor.	\$15,878.00	\$2,122.00	\$18,000.00
3	Maintain Traffic	Furnishing and installing additional traffic control devices to maintain safety.	\$44,105.00	\$5,895.00	\$50,000.00
4	Maintain Electrical	Keep and maintain temporary electrical system and replace previously damaged systems.	\$17,642.00	\$2,358.00	\$20,000.00
5	Potrero Widening to Ultimate	Safety, erosion and to tie into new development.	\$844,250.40	\$112,949.60	\$957,200.00
5A	Potrero Full Width Paving	Paving Potrero full width 122 feet, from STA 454+00 to STA 464+70.	\$491,741.16	\$65,788.49	\$557,529.65
6	Modify AC Specifications	Modify specification to more readily available mix to avoid project delays.	\$0.00	\$0.00	(\$22,800.00)
7	Modification	Allows for	\$0.00	\$0.00	\$0.00

	to Lane Closure Chart	earlier traffic closures.			
8	ADL Variance	No hazardous material found on site.	N/A	\$0.00	(\$42,294.16)
9	Water Line Improvements	Addition of 2 24" Domestic and 1 24" Reclaimed Water Line including 4 Utility Block-outs to accommodate future development	\$0.00	\$140,847.10	\$140,847.10
10	Brine Line Improvements (Change Order 1 for the Brine Line)	Addition of 12" Brine Line during construction	\$0.00	\$238,615.70	\$0.00
11	Brine Line Improvements (Remaining Work) (Force Account) (Change Order 2 for the Brine Line)	Addition of 12" Brine Line during construction	\$0.00	\$324,043.15	\$0.00
12	Water Line Improvements (Remaining Work)	Addition of 2 24" Domestic and 1 24" Reclaimed Water Line including 4 Utility Block-outs to accommodate future development	\$0.00	\$1,526,712.06	\$1,526,712.06
13	Remove & Install Chain Link Fence	Improve safety for motorists, pedestrians, and surrounding businesses.	\$0.00	\$128,700.00	\$128,700.00

14	Waterline Improvements (Exterior of Bridge)	Extending 2 24" Domestic and 1 24" Reclaimed Water Line from bridge structure to west of 4th Street to accommodate future development	\$0.00	\$1,158,378.37	\$1,158,378.37
15	Installation of 8" Drain at Abutments	Plan sheets showed installation of drain which is typically a bid item. Payment method does not exist in the original contract.	\$0.00	\$28,447.21	\$28,447.21
16	Concrete Barrier and Permanent Crash Cushion Installation	Install concrete barrier to extend to STA 326+00 to provide overlap for the existing MGS. Use type SCI-100 GM crash cushion for end treatment.	\$0.00	\$134,699.93	\$134,699.93
17	Eliminate and Credit Bid Item #1088 "Prepare and Stain Concrete"	This work was deleted to create and keep the continuity of the architectural treatment for phase 1 and future phase 2 projects.	\$0.00	\$0.00	(\$94,520.00)
			\$1,478,626.56	\$3,878,246.61	\$4,634,600.16

Fiscal Impact:

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

Recommendation:

1. Receive and file the Potrero Bridge Project Summary and Construction Change Order Update.



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - CCO5A Paving Potrero Blvd Full Width](#)

DATE: August 20, 2019
 FROM: JEFF HART, PUBLIC WORKS DIRECTOR
 CITY OF BEAUMONT
 TO: ORTIZ ENTERPRISES, INC.

PUBLIC WORKS DEPARTMENT

**CONTRACT CHANGE ORDER No. 005A
 SR-60/POTRERO BOULEVARD INTERCHANGE PROJECT PHASE 1/1A**

INSTRUCTIONS TO THE CONTRACTOR AT THE REQUEST OF THE CITY ENGINEER:




Paving Potrero Blvd. full width 122' from station 454+00 to Station 464+70. The section thickness will be 0.60' HMA over 1.25' Class II Base. The 0.15' HMA cap layer will be placed in the Potrero Phase II Project. This Contract Change Order will also extend the Construction management contract by two months to allow for Project closeout.

Method of Payment: Agreed Price and Agreed Unit Price

TOTAL AMOUNT OF CHANGE ORDER # 005-S-1	\$557,529.65
CONTRACT AMOUNT RECONCILIATION	
CONTRACT AMOUNT	\$ 13,981,454.00
PREVIOUS APPROVED CHANGE ORDERS 1-17	\$ 18,621,182.86
<u>CHANGE ORDER NO. 005-S-1</u>	<u>\$ 557,529.65</u>
TOTAL COST OF CONTRACT AS PER CHANGE ORDER NO. 005-S-1 =	\$ 19,178,712.51

The undersigned Contractor approves the foregoing Change Order # 5A as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order # 5A. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change Order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Execution of this Change Order by the Contractor constitutes a binding accord and satisfaction that fully satisfies, waives, and releases the Owner from all claims, demands, costs, and liabilities, in Contract, law or equity, arising out of or related to the subject of the change order, whether known or unknown, including but not limited to direct and indirect costs and/or damages for delay, disruption, acceleration, loss of productivity, and stacking of trades, as well as any and all consequential damages.

 _____ JEFF HART, PUBLIC WORKS DIRECTOR	8/29/19 _____ DATE
 _____ TODD PARTON, CITY MANAGER	8/29/2019 _____ DATE
 _____ ORTIZ ENTERPRISES, INC.	8-26-19 _____ DATE

**CALIFORNIA DEPARTMENT OF TRANSPORTATION
REQUEST FOR CONCURRENCE**

To: Ali Tadjali
Construction Oversight Engineer
District 08

Date: August 20, 2019
Resident Engineer: Kurt Pegg
Caltrans EA No: 08-341414

Re: CCO No 5-S-1

Description of Change: Supplemental Funding

Estimate of Extra Work at Agreed Unit Prices:

Directed by the Engineer and in accordance with the applicable sections of the Special Provisions compensate the Contractor for the following extra work:

This change order provides for:
Paving Polero Blvd. full width from station 454+00 464+70
Method of Payment: Agreed Prices

Methods of Payment:	Extra Work @ Force Account	<u>\$0.00</u>
	Extra Work @ Agreed Lump Sum	<u>\$557,529.65</u>
	Extra Work @ Agreed Unit Price	<u>0.00</u>
	Increase in Items @ Contract Unit Prices	<u>0</u>
	Decrease in Items @ Contract Unit Prices	<u>0</u>
	Adjustment of Comp @ Agreed Lump Sum	<u>0</u>
	Adjustment of Comp @ Agreed Unit Price	<u>0</u>
		<u>0.00</u>
Supplemental Fund:	Approximate Cost:	<u>0.00</u>
	Time Adjustment:	<u>Deleted</u> days

Type of Change:
Safety: Bridge: Design Change: Other: X

Designer of Record Approval: _____ Date: _____
County Approval: _____ Date: _____
FHWA / Caltrans Approval:
FHWA Approval: _____ Date: _____
Construction Oversight Engineer: _____ Date: _____

Concurrence (As Needed):
Bridge Oversight Concurred By: _____ Date: _____
Electrical Oversight Concurred By: _____ Date: _____
Landscape Oversight Concurred By: _____ Date: _____

Request Submitted By: Kurt Pegg, PE Tel No: (951) 500 7979
Fax No: _____

Attachments:	CCO	<u>5-S-1</u>
	CCO Memo.	<u>X</u>
	Plans	<u>X</u>

File: Cal.49 5-S-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
CHANGE ORDER MEMORANDUM
 CEM-4903 (REV 06/2016)

DATE
 08/20/2019

TO Ortiz Enterprises, INC			FILE CONTRACT NO. 08-341414	
FROM City of Beaumont			CO-RTE-PM Riv-60-28.7/30.2	
CHANGE ORDER NO. 005			FED NO. DEM10L-5209 (008)	
SUPPLEMENT NO. 1.00	CATEGORY CODE		CONTINGENCY BALANCE (Including this change) \$	
CHANGE ORDER AMOUNT \$ 557,529.65	<input checked="" type="checkbox"/> INCREASE <input type="checkbox"/> DECREASE		HEADQUARTERS APPROVAL REQUIRED? <input type="checkbox"/> YES <input type="checkbox"/> NO	
SUPPLEMENTAL FUNDS PROVIDED \$ 0.00			IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? <input type="checkbox"/> YES <input type="checkbox"/> NO	
ORIGINAL CONTRACT TIME: 220 DAY(S)	TIME ADJUSTMENT THIS CHANGE: Def DAY(S)	PREVIOUSLY APPROVED TIME ADJUSTMENTS: 0 DAY(S)	PERCENTAGE TIME ADJUSTED (Including this change) 0 %	TOTAL # OF UNRECONCILED DEFERRED TIME (Including this change)

THIS CHANGE ORDER PROVIDES FOR (Use additional pages as needed):

This change order provides for:

Supplemental funding to pave Potrero Blvd. full width from station 454+00 to 464+70. Originally CCO 005 had Potrero Blvd. being paved full width on both sides of the new overcrossings but funding limitations caused the CCO to be modified so that only two lanes would be paved on each side of the bridges to the tie ins at 4th Street and Olivewood. Phase I of the Project is near completion and funds remain to pave the south side of Potrero Blvd. full width and tie it into fourth street. The roadway section will be built through the raised median section with the median curb being placed in phase II of the Potrero interchange. This will help protect the subgrade of the new roadway and allow the newly constructed storm drainage inlets to function properly as well as facilitate the construction of phase II and make the transition striping easier to join Potero Blvd. to fourth street. 0.15' final cap will be left off of the Potrero structural section to help with the construction of phase II and make for a finished roadway at the completion of phase II.

This Change Order will also add supplemental funding to Falcon Engineering Services current contract to extend the project completion date to the middle of September, 2019 and closeout.

Method of Payment:

Unit Price
 Agreed lump sum pricing

The Resident Engineer recommends this change order to be approved.

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
CHANGE ORDER
 CEM-4900 (REV 05/2015)

Sheet 1 of 1

Change Requested by: Engineer Contractor

CHANGE ORDER NO. 005	SUPL. NUMBER 1.0	CONTRACT NUMBER 08-341414	CO-RTE-PM Riv-60-28.7/30.2	FEDERAL NUMBER(S) DEMI01L-5209 (008)
-------------------------	---------------------	------------------------------	-------------------------------	-----------------------------------------

TO
 Ortiz Enterprises, Inc. , contractor

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the engineer.**

Description of work to be done, estimate of quantities, and prices to be paid. (Segregate between additional work at contract price, agreed price, and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the Bid Item List.

This change order provides for:

This Contract Change Order provides for paving Potrero Blvd. full width from station 454+00 to 470+00. It also extends the CM budget by two months to complete the work and closeout the Potrero Phase I Project.

Method of Payment:

Unit prices
 Agreed Lump Sum

The Resident Engineer recommends this change order to be approved.

Estimated Cost: Increase Decrease \$ 557,529.65

For this order, the time of completion will be adjusted as follows: **Deferred Time**

SUBMITTED BY		
SIGNATURE	(PRINT NAME AND TITLE)	DATE
	Kurt Pegg, Resident Engineer	08/20/2019
APPROVAL RECOMMENDED BY		
SIGNATURE	(PRINT NAME AND TITLE)	DATE
ENGINEER APPROVAL BY		
SIGNATURE	(PRINT NAME AND TITLE)	DATE

We, the undersigned contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified above, and will accept as full payment the prices shown above. **NOTE: If you do not sign this order, you are directed to proceed with the ordered work. You may file a Request for Information within the time specified.**

CONTRACTOR ACCEPTANCE BY		
SIGNATURE	(PRINT NAME AND TITLE)	DATE
	DOUG DAWSON ACEA MGR	8-20-19

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STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
CHANGE ORDER MEMORANDUM
 CEM-4903 (REV 06/2016)

DATE
 08/20/2019

CHANGE ORDER NUMBER 005	SUPPLEMENT NO 1.00	CONTRACT NUMBER 08-341414
----------------------------	-----------------------	------------------------------

CONCURRED BY:		ESTIMATE OF COST	
CONSTRUCTION ENGINEER/BRIDGE ENGINEER	DATE	THIS REQUEST	TOTAL TO DATE
		ITEMS	
		FORCE ACCOUNT	\$0.00
		AGREED PRICE	\$0.00
		ADJUSTMENT	\$557,529.65
		TOTAL	\$0.00
			\$557,529.65
PROJECT ENGINEER	DATE	FEDERAL PARTICIPATION	
PROJECT MANAGER	DATE	<input type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input checked="" type="checkbox"/> NONE	
FIWA REP.	DATE	<input type="checkbox"/> NON-PARTICIPATING (Maintenance) <input type="checkbox"/> NON-PARTICIPATING	
ENVIRONMENTAL	DATE	FEDERAL SEGREGATION (If more than one funding source or P.I.P. type)	
MAINTENANCE	DATE	<input checked="" type="checkbox"/> CHANGE ORDER FUNDED PER CONTRACT <input type="checkbox"/> CHANGE ORDER FUNDED AS FOLLOWS	
OTHER (SPECIFY)	DATE	FEDERAL FUNDING SOURCE	PERCENT
HQ OR DISTRICT PRIOR APPROVAL BY	DATE		
RESIDENT ENGINEER SIGNATURE	DATE		



Staff Report

TO: Mayor and City Council Members

FROM: Kristine Day, Assistant City Manager

DATE: September 3, 2019

SUBJECT: Wastewater Treatment Plant Expansion/Renovation and Brine Pipeline Installation Project Status Update; and Authorize an Additional \$100,000.00 for the City Manager to Execute Agreements for Archaeological, Biological and Tribal Monitoring for the Brine Line and the Wastewater Treatment Plant for a Total Amount Not to Exceed \$350,000.00

Background and Analysis:

Reach 1

- The contractor continues to work three crews on pipe installation, paving, ground water assessment and boring.
- Construction team met on 8/28/2019, to review the groundwater monitoring wells for pipe installation. The contractor installed 43 monitoring sites and have been collecting weekly data for four weeks. As of 8/28/2019, 9 of the 43 areas still show some ground water above the installation depth of the pipe. Several construction areas were able to be adjusted up and still maintain appropriate pipe depth. De-watering at this point should be minimal. The Construction team will continue to monitor.
- Approximately 48,812 linear feet of brine line have 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 four crews in separate areas focusing on pipe installation, bore pits and paving. Specific locations can be seen on the look ahead schedule.
- Connection plans for the brine line to SAWPA and the monitoring stations are still in progress with the design team.
- Approximately 32,961 linear feet of brine line have 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

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	\$48,500.00
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		\$526,681.09

The project accounting for the Brine Line Project is as follows:

Brine Line	Budget Amount	Actual	Remaining
Design	\$2,082,357.37	\$1,729,288.35	\$353,069.03
Construction Management	\$3,436,471.38	\$1,304,972.62	\$2,131,498.76
Permit	\$508,240.25	\$276,681.09	\$231,559.16
Construction	\$31,884,226.35	\$17,261,266.53	\$14,622,959.82
Contingency	\$2,600,000.00	\$1,342,275.20	\$1,257,724.80
Total	\$40,511,295.35	\$21,914,483.79	\$18,596,811.57

Wastewater Treatment Plant Expansion/Renovation Project:

- Construction work continues on the MBR/RO Startup, aeration basin formwork & Reinforcing, Electrical Building PEMB erection, installation of fine screens and gates, MBR metals and gates, Headworks Duct Bank 104, A-Basin False Work, MBR Metal Building assembly, Fine Screens Canopy, and Recycled Water Pump Station F/R/P slab.

- Upcoming pours include duct-bank 104, aeration basin walls, aeration basin SOG, and MVSG Pad.
- Contractor will continue to dig/lay/backfill the 30” MBR/RO effluent line and 24” storm drain.
- 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 Modifications	Conflict with Construction	NTE \$15,000.00
6	EDI/Fine Coarse Bubble Diffuser Equipment	Design Change	\$24,298.00
7	Various Changes – MBR/RO Structural, Site Civil & 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
WWTP Contingency	Budget Amount	Change Orders 1-8	Remaining
	\$4,000,000.00	\$333,352.13	\$3,666,647.87

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	\$1,268,018.24	\$4,040,567.48
Equipment	\$252,906.00	\$210,793.50	\$42,112.50
Permits	\$324,776.76	\$50,801.32	\$273,975.44
Construction	\$53,910,737.00	\$16,357,537.13	\$37,553,199.87
Contingency	\$4,000,000.00	\$158,696.67	\$3,841,303.33
Total	\$66,506,803.71	\$20,602,496.12	\$45,904,307.59

Archaeological, Biological and Tribal Monitoring:

The Wastewater Treatment Plant Expansion/Renovation and Brine Pipeline Installation Projects are required to have archaeological, biological and tribal monitoring. On December 4, 2018, City Council authorized the City Manager to execute agreements in an amount not to exceed \$250,000. The Project requires additional tasks requested by regulatory permitting agencies as part of the regulatory permitting consultation process. Some of these requirements are needed for Army Corps of Engineers (408 Permit), CEQA Documents, and California Department of Fish and Wildlife. As a result, staff is recommending increasing this authorization by \$100,000 for a total not to exceed amount of \$350,000.

Fiscal Impact:

No additional fiscal impacts beyond the project budget.

Recommendation:

1. Receive and file the project updates.
2. Authorize an Additional \$100,000.00 for the City Manager to Execute Agreements for Archaeological, Biological and Tribal Monitoring for the Brine Line and the Wastewater Treatment Plant for a Total Amount Not to Exceed \$350,000.00.

City Manager Review: Todd Parton
City Manager

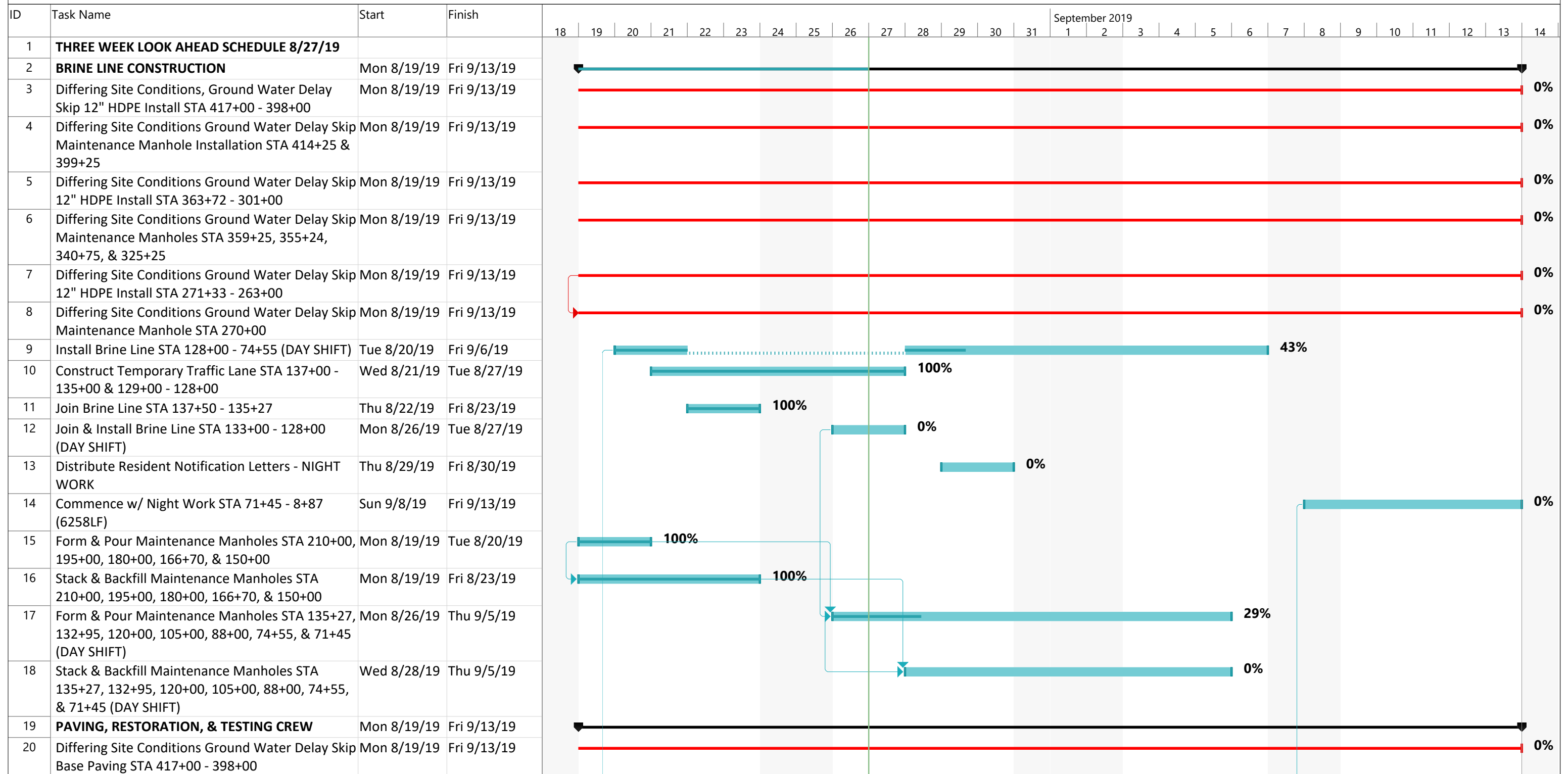
Attachments:

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

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

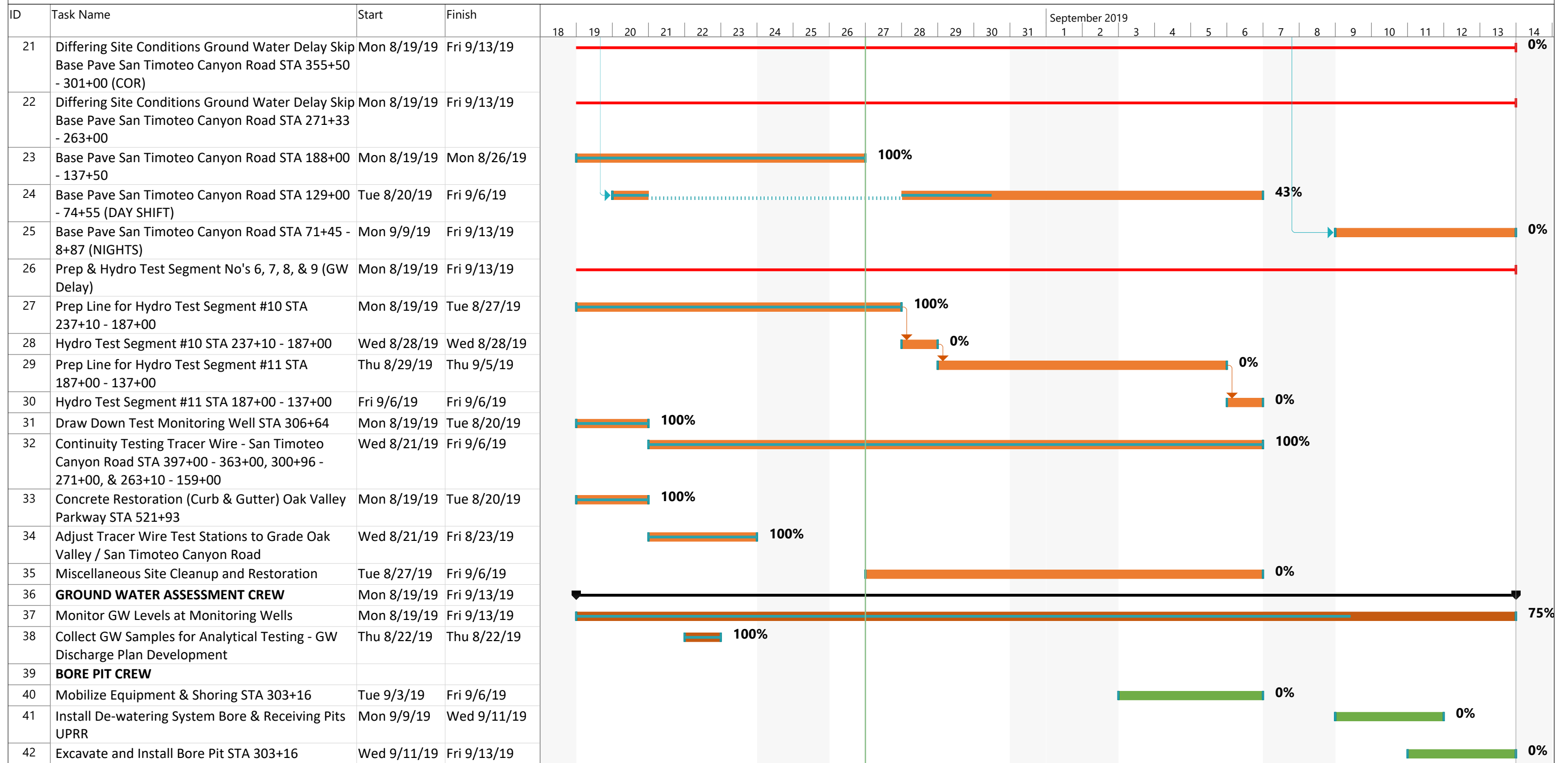
[Attachment C - WWTP - 3 Week Schedule](#)

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			

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 8/26/19			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	8/19	8/20	8/21	8/22	8/23	8/24	8/26	8/27	8/28	8/29	8/30	8/31	9/2	9/3	9/4	9/5	9/6	9/7	9/9	9/10	9/11	9/12	9/13	9/14
Yard/Site Piping/Demo																										
Install Ductbank DB 201.1/201.2/205.1/300 (Pending SCE LayOut)	4555	Southern																								
6" MBR Drain to MH	12110	WML-Ernie																								
Dig/Lay/Backfill 24" Storm Drain	4160	WML-Ernie																								
Backfill between Road & Aeration Basin	4084	WML-Robert																								
Dig/Lay/Backfill MBR 30" Effluent	4170	WML-Ernesto																								
Grade & F/R/P MV Switch Gear Pad (ON HOLD)	N/A	WML-Jaime																								
Install Ductbank 38	4535	WML/Southern																								
Ex/Grade/Set Transformer Pad for Headworks	4505	WML-Robert							Set																	
Ex/Grade/Set Transformer Pad for MBR	4620	WML-Robert							Set																	
MH # 4, #5 and #6 Coatings		Parada																								
Dig/Lay/Encase/Backfill 30" Aeration Basin Feed	4155	WML-Ernesto																								
Headworks Screen																										
Duct Bank 50.1 /104	4510	WML/Southern																								
Concrete Coating	6055	Parada																								
Install Gates G1121 & G1123	6040	WML-Jaime																								
Grit Chamber																										
Concrete Coating	7110	Parada																								
Fine Screens																										
Install Fine Screens	9110	WML-Jaime																								
Install Gates	9100/9105	WML-Jaime																								
Install Misc. Metals	9075	WML-Jaime																								
MBR Building																										
Metal Building Assembly	12200	G&W																								
MBR 2' Wall/Equipment Pads	12175/85/90	WML-Jaime																								
42" MBR Feed	12330	WML - Martin																								
MBR Misc Metals	12205	WML-Jaime																								
MBR Gate Install	12160	WML-Jaime																								
RO Equipment Delivery/Anchor	12195	WML-Jaime																								
Aeration Basin																										
F/R/S Aeration Basin Walls	11055/75/80/85	WML-Jaime																								
F/R/S Aeration Basin SOG	11040	WML-Jaime																								
False Work for Walkways	11140	Vertical Horizons																								
Recycled Water Pump Station																										
F/R/P/ Slab	14040	WML-Jaime																								
Electrical Building																										
Install Electrical Control Panels	20055	Southern																								



Staff Report

TO: Mayor and City Council Members
FROM: Kyle Warsinski, Economic Development Manager
DATE: September 3, 2019
SUBJECT: Appointment to the Post Secondary Education Representative of the Economic Development Committee

Background and Analysis:

A letter of recommendation has been received by Superintendent Roger Schultz of the Mt. San Jacinto Community College District to consider appointing Mr. Von Lawson as the Post Secondary Education Representative on the Economic Development Committee. This position has been recently vacated and requires an appointment by the City Council.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

1. Appoint Mr. Von Lawson as the Post Secondary Education Representative of the Economic Development Committee.

A handwritten signature in blue ink, appearing to be "TP", is positioned above the City Manager Review text.

City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - MSJC Recommendation Letter](#)



Mt. San Jacinto Community College District
1499 N. State Street, San Jacinto, CA 92583

Roger W. Schultz, Ph.D.
Superintendent/President

Board of Trustees
Tom Ashley
Vicki Carpenter
Sherrie Guerrero, Ed.D.
Dorothy McGargill
Ann Motte

August 26, 2019

City Council
City of Beaumont
550 E 6th Street
Beaumont, CA 92223

Dear City Council Members:

On behalf of Mt. San Jacinto College I would like to nominate Mr. Von Lawson, Dean of Career Education for the San Jacinto and San Gorgonio Pass Campuses to The City of Beaumont Economic Development Committee.

Mr. Lawson is not only knowledgeable about economic development, current and future career growth, and expanding opportunities for the citizens of Beaumont, but is also a resident of the San Gorgonio Pass Area.

It is for the reasons outlined above and more, which I am confident in nominating Mr. Lawson to support and participate in the important work done by the Economic Development Committee. I know that he would be a valuable asset and shares the passion needed to fully participate in a meaningful way.

We value the part that we can play in expanding opportunities to the citizens of Beaumont and thank you for the continued opportunities.

If you need anything else, please don't hesitate to contact me or my assistant at the number below.

Thank you,

Roger W. Schultz, Ph.D.
Superintendent/President

RWS/kg

San Jacinto Campus
1499 N. State Street
San Jacinto, CA 92583
951.487.6752

Menifee Valley Campus
28237 La Piedra Road
Menifee, CA 92584
951.672.6752

San Gorgonio Pass Campus
3144 W. Westward Avenue
Banning, CA 92220
951.922.1327

Temecula Education Complex
27447 Enterprise Circle West
Temecula, CA 92590
951.308.1059

Temecula Higher Education Center
43200 Business Park Drive
Temecula, CA 92590
951.308.1059