



CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, September 21, 2021

Closed Session: 5:00 PM | Regular Meeting: 6:00 PM

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

AGENDA

MEETING PARTICIPATION NOTICE

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

beaumontca.gov/livestream

Public comments will be accepted using the following options.

1. Written comments will be accepted via email and will be read aloud during the corresponding item of the meeting. Public comments shall not exceed three (3) minutes unless otherwise authorized by City Council. Comments can be submitted anytime prior to the meeting as well as during the meeting up until the end of the corresponding item. Please submit your comments to: **nicolew@beaumontca.gov**
2. Phone-in comments will be accepted by joining a conference line prior to the corresponding item of the meeting. Public comments shall not exceed three (3) minutes unless otherwise authorized by City Council. Please use the following phone number to join the call **(951) 922 - 4845.**
3. In person comments subject to the adherence of the applicable health orders and social distancing requirements.

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

CLOSED SESSION - 5:00 PM

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

CALL TO ORDER

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

Public Comments Regarding Closed Session

- 1. Conference with Legal Counsel Regarding Potential Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4) (One potential case)**
- 2. Conference with Labor Negotiators - Pursuant to Government Code Section 54957.6 City Designated Representatives City Manager Todd Parton and Administrative Services Director Kari Mendoza. Employee Organizations: Beaumont Police Officers Association and SEIU**

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER

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

Report out from Closed Session
Action on any Closed Session Items
Action of any Requests for Excused Absence
Pledge of Allegiance
Invocation
Adjustments to the Agenda
Conflict of Interest Disclosure

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

- 1. Recognition of Gilbert Krieter - 36 Years of Service with the City of Beaumont**
- 2. Proclamation - Knights of Columbus, Pledge of Allegiance**

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

Recommended Action:

Ratify Warrants dated:
September 2, 2021
September 9, 2021

4. Second Reading of Ordinance Rescinding All Prior Approvals for the Legacy Highlands Specific Plan Project

Recommended Action:

Waive the full second reading and adopt by title only, "An Ordinance of the City Council of the City of Beaumont, California, Decertifying the Final Environmental Impact Report; Rescinding Adoption of Findings Statement of Overriding Considerations, Mitigation Monitoring and Reporting Program, Specific Plan No. 07-02, Pre-Zoning Ordinance No. 924, Development Agreement Ordinance No. 925, and Request for the Local Agency Formation Commission to Initiate Annexation Proceedings as to the Legacy Highlands Specific Plan, Site Plan, Land Division, Annexation, Pre-Zoning and Zoning."

5. Third Amendment to the Contract with Lisa Wise Consulting for a One-Year Contract Extension for Continued Work on the Sixth Cycle Housing Element Update

Recommended Action:

Approve a one-year contract extension with Lisa Wise Consulting for ongoing work on the City's Sixth Cycle Housing Element Update.

6. Notice of Termination to T-Mobile Regarding a Communication Site Lease Agreement dated May 13, 1996

Recommended Action:

City staff recommends that the City Council direct the City Manager to provide written notice to T-Mobile of the City of Beaumont's intention to terminate the Communication Site Lease Agreement dated May 13, 1996.

7. Density Bonus Agreement Between the City of Beaumont and LINC-Beaumont 2 LP Related to Plot Plan PP2019-0223

Recommended Action:

Approve the Density Bonus Agreement between the City of Beaumont and LINC-Beaumont 2 Apts LP.

8. Ratification of Emergency Repair Costs to Four Seasons Lift Station Pump

Recommended Action:

Ratify the cost of emergency repairs completed and paid to Evans Hydro in an amount not to exceed \$36,820.89.

9. FY2022 General Fund and Wastewater Fund Budget to Actual through August 2021

Recommended Action:

Receive and file the attached reports.

PUBLIC HEARINGS

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

10. Public Hearing and Consideration of Resolution Denying Certification of Final Partially Recirculated EIR for the Legacy Highlands Specific Plan Project

Recommended Action:

Open the public hearing, take public comment and continue the public hearing to the regular City Council meeting of November 2, 2021.

11. Public Hearing and Consideration of an Ordinance of the City Council of the City of Beaumont Amending Table 17.03-3 “Permitted Uses in Base Zone Districts”; Amending Table 17.19-1 “Permitted Uses for Downtown Base Zone Districts”; Amending Chapter 17.14.030 “Definitions” of The Beaumont Municipal Code and Adding Chapter 17.04.41 Performance Standards for Tire Stores and Tire Repair Facilities

Recommended Action:

Conduct a Public Hearing; and
Waive the First Full Reading and Adopt by Title Only and Ordinance of the City Council of the City of Beaumont Amending Table 17.03-3 “Permitted Uses in Base Zone Districts”; Amending Table 17.19-1 “Permitted Uses for Downtown Base Zone Districts”; Amending Chapter 17.14.030 “Definitions” of The Beaumont Municipal Code and Adding Chapter 17.04.41 Tires to the Beaumont Municipal Code.

12. Public Hearing and Consideration of (PLAN2021-0625) Partial Assignment and Assumption of a Development Agreement Related to the Development of a Portion of the Fairway Canyon Development (Assessor Parcel Numbers: 413-790-010 and a Portion of 413-790-042) Located in the Oak Valley and SCPGA Golf Course Specific Plan, North of San Timoteo Canyon Road, West of Tukwet Canyon Parkway

Recommended Action:

Conduct a public hearing, and
Waive the first full reading and adopt by title only “An Ordinance of the City Council of the City of Beaumont adopting the Partial Assignment and Assumption of Development Agreement between the City of Beaumont and Meritage Homes, LLC.”

13. Public Hearing and Consideration of a Resolution for the First Amendment to the Five-Year FY 22-26 Capital Improvement Plan

Recommended Action:

Conduct a Public Hearing, and
Waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont Amending the Five-Year Capital Improvement Plan for Fiscal Years 2021/2022-2024-2026.”

ACTION ITEMS

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

14. FY2022 Mid-Year Budget Amendment No. 2 to the Capital Improvement Program, Wastewater and General Fund

Recommended Action:

Approve two new positions within the Wastewater Fund,
Approve one new position split between the Wastewater Fund and General Fund,
Approve the Capital Improvement Plan budget adjustments as outlined in Attachment A, and
Approve Wastewater Operating and Capital budget adjustments as outlined in Attachment B.

15. CalPERS Pension Update

Recommended Action:

Discuss the pension liability and its impacts on the budget in future years,
Discuss options to address the liability and projected escalation in pension costs, and
If there is interest to further consider options to address pension costs, provide guidance to staff.

16. Approval of Invoice from Riverside County Fire Department for Fourth Quarter Fire Services Fiscal Year 2021

Recommended Action:

Approve payment of the FY 2021 Fourth Quarter Fire Services invoice from Riverside County Fire Department in the amount of \$838,766.59.

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

Recommended Action:

City staff recommends waiting for the Governor Newsom’s official announcement on the status of the State’s emergency declaration before making any change regarding the local emergency declaration. This is to ensure that Beaumont remains eligible for federal and state emergency aid.

18. Approval of City Attorney Invoices for the Month of August 2021

Recommended Action:

Approve invoices in the amount of \$95,418.60.

LEGISLATIVE UPDATES AND DISCUSSION

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out and City Council Direction

CITY TREASURER REPORT

Finance and Audit Committee Report Out and City Council Direction

CITY CLERK REPORT

CITY ATTORNEY REPORT

CITY MANAGER REPORT

[19.](#) Department Project Schedule Updates - August 2021

FUTURE AGENDA ITEMS

COUNCIL REPORTS

- Santos
- Fenn
- Martinez
- White
- Lara

ADJOURNMENT

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, October 5 2021, at 5:00 p.m., unless otherwise posted.

Beaumont City Hall – Online www.BeaumontCa.gov

Gilbert Krieter is retiring from the City of Beaumont after 36 years of public service. Hired on September 20, 1985, Gilbert was hired on as a *temporary* part-time Bus Driver. By December of the same year, Gilbert became a permanent employee when he was offered a *permanent* part-time Bus Driver position.

After a couple of years as a part-time Bus Driver, Gilbert transferred departments and earned a new title. On May 20, 1987, Gilbert became the City's full-time Animal Control Officer, where he spent a little over 8 years with Beaumont Police Department.

On August 14, 1995, lay-offs occurred in the organization and Gilbert returned to the Transit Department where he was once again part of the City's bus driving team until September 4, 1998. It was in 1998 when Gilbert earned another new title: Equipment Mechanic/Substitute Bus Driver. If the driving team experienced a shortage or needed coverage for any reason, Gilbert was pulled away from his mechanic work and filled the driving need. Gilbert served the city with these two roles until 2001. In 2001, Gilbert no longer needed to be a Substitute Bus Driver, and that part was dropped from his title. Gilbert has served our community as an Equipment Mechanic ever since.

In his 36 years with the City of Beaumont, 5 years were spent as a Bus Driver, 8 years as Animal Control Officer, 23 years as an Equipment Mechanic.

We wish Gilbert Krieter all the best in his next chapter as a retired community member and thank him for his 36 years of dedicated service to this organization and the residents of Beaumont.

Proclamation

Pledge of Allegiance

WHEREAS, as early as 1951, the Knights of Columbus had urged the United States Government to add the term "One Nation under God" to the Pledge of Allegiance; and

WHEREAS, Knights of Columbus was the founding Fraternal Organization that sponsored the statement "One Nation Under God" to be added to the Country's Pledge of Allegiance; and

WHEREAS, in 1954 the United States Congress recognized the statement "One Nation Under God" be added to the United States of America Pledge of Allegiance and be presented to President Dwight David Eisenhower for approval; and

WHEREAS, on Flag Day June 14, 1954 President Dwight David Eisenhower signed the approval for adding " One Nation Under God" to our Pledge of Allegiance; and

WHEREAS, the United States of America and the City of Beaumont California recognizes this Pledge of Allegiance.

NOW, THEREFORE BE IT RESOLVED, ON BEHALF OF THE CITY COUNCIL, DO HEREBY PROCLAIM THE PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA, AND TO THE REPUBLIC FOR WHICH IT STANDS, ONE NATION UNDER GOD INDIVISIBLE WITH LIBERTY AND JUSTICE FOR ALL.

ATTEST:

Mayor

City Clerk

AGENDA ITEM NO.

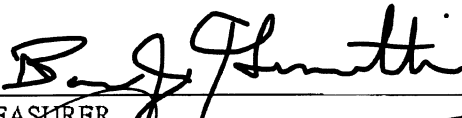


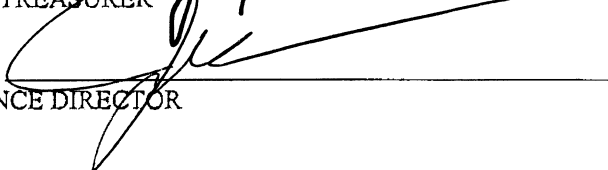
WARRANTS TO BE RATIFIED

Thursday, September 02, 2021

Printed Checks	110016-110089	\$	612,612.21	
	A/P Total	\$	<u>612,612.21</u>	
Wire	Bank of Hemet	\$	3,631,158.38	Transfer to Construction Fund
	Sedgwick	\$	90,000.00	Workers Comp Account
Bank Draft	CalPERS	\$	48,205.39	742 Classic
		\$	46,731.08	743 Classic
		\$	18,750.69	27308 PEPRA
		\$	14,935.44	25763 PEPRA
	Kaiser	\$	178.00	FSA Payment

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2021 - JUNE 30, 2022

SIGNATURE: 
 TITLE: CITY TREASURER

SIGNATURE: 
 TITLE: FINANCE DIRECTOR



WARRANTS TO BE RATIFIED

Thursday, September 02, 2021

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SIGNATURE: _____
TITLE: CITY TREASURER

SIGNATURE: _____
TITLE: FINANCE DIRECTOR



City of Beaumont, CA

Check Report Item 3.

By Check Number

Date Range: 08/27/2021 - 09/03/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3379	LAW OFFICES BURKE, WILLIAMS & SORENSEN,	08/27/2021	Regular	0.00	1,044.00	110016
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>267367</u>	Invoice	06/30/2021	LEGAL SERVICES	0.00	1,044.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		1,044.00	
4433	Imperial Imports Inc	08/30/2021	Regular	0.00	34,432.93	110017
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>77786</u>	Invoice	08/30/2021	CODE ENFORCEMENT VEHICLE PURCHASE	0.00	34,432.93	
	<u>205-0000-8060-0000</u>		VEHICLES		34,432.93	
4433	Imperial Imports Inc	09/01/2021	Regular	0.00	34,051.03	110018
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>77786 CHECK 2</u>	Invoice	09/01/2021	CODE ENFORCEMENT VEHICLE PURCHASE	0.00	34,051.03	
	<u>205-0000-8060-0000</u>		VEHICLES		34,051.03	
4332	AFECO INC	09/02/2021	Regular	0.00	8,391.57	110019
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>158677</u>	Invoice	09/02/2021	Thermal Imager for Vehicle	0.00	8,391.57	
	<u>240-2320-7070-0000</u>		SPEC DEPT SUPPLIES - AM		8,391.57	
1041	ALL AMERICAN TOWING, INC	09/02/2021	Regular	0.00	687.50	110020
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>47253</u>	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	250.00	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		250.00	
<u>47596</u>	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	437.50	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		437.50	
1053	AMERICAN FORENSIC NURSES	09/02/2021	Regular	0.00	302.85	110021
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>74780</u>	Invoice	09/02/2021	PROFESSIONAL SERVICES	0.00	302.85	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		302.85	
1100	AUTOZONE	09/02/2021	Regular	0.00	158.22	110022
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>2882683478</u>	Credit Memo	06/30/2021	VEHICLE MAINTENANCE	0.00	-14.00	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		-14.00	
<u>2882745588</u>	Credit Memo	06/30/2021	VEHICLE MAINTENANCE	0.00	-4.30	
	<u>750-7800-7037-0000</u>		VEHICLE MAINTENANCE		-4.30	
<u>2882797638</u>	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	102.36	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		102.36	
<u>2882797660</u>	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	74.16	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		74.16	
1125	BEAUMONT CHAMBER	09/02/2021	Regular	0.00	180.00	110023

Check Report

Date Range: 08/27/2021 Item 3. 021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08/11/21	Invoice	09/02/2021	2021 STATE OF THE CITY - 4 LUNCHEONS	0.00	180.00	
	<u>100-2050-7035-0000</u>	LOCAL MEETINGS	2021 STATE OF THE CITY - 4 LUN		180.00	
1147	BEAUMONT CHERRY VALLEY WATER DIST.	09/02/2021	Regular	0.00	74,805.47	110024
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
09/02/21	Invoice	09/02/2021	WATER UTILITY	0.00	74,805.47	
	<u>100-3250-7010-0000</u>	UTILITIES	WATER UTILITY		6,990.93	
	<u>100-3250-7010-007A</u>	UTILITIES (IA 7A)	WATER UTILITY		1,860.20	
	<u>100-3250-7010-007B</u>	UTILITIES (IA 7B)	WATER UTILITY		448.80	
	<u>100-3250-7010-008A</u>	UTILITIES (IA 8A)	WATER UTILITY		197.01	
	<u>100-3250-7010-008B</u>	UTILITIES (IA 8B)	WATER UTILITY		583.07	
	<u>100-3250-7010-010A</u>	UTILITIES (IA 10)	WATER UTILITY		818.76	
	<u>100-3250-7010-012A</u>	UTILITIES (IA 12)	WATER UTILITY		608.47	
	<u>100-3250-7010-014B</u>	UTILITIES (IA 14B)	WATER UTILITY		953.67	
	<u>100-3250-7010-014X</u>	UTILITIES (IA 14)	WATER UTILITY		6,315.71	
	<u>100-3250-7010-015X</u>	UTILITIES (IA 15)	WATER UTILITY		1,212.70	
	<u>100-3250-7010-016X</u>	UTILITIES (IA 16)	WATER UTILITY		990.73	
	<u>100-3250-7010-018X</u>	UTILITIES (IA 18)	WATER UTILITY		517.67	
	<u>100-3250-7010-019A</u>	UTILITIES (IA 19A)	WATER UTILITY		1,404.93	
	<u>100-3250-7010-019C</u>	UTILITIES (IA 19C)	WATER UTILITY		82.83	
	<u>100-3250-7010-06A1</u>	UTILITIES (IA 6A1)	WATER UTILITY		4,805.57	
	<u>100-6000-7010-6045</u>	UTILITIES - COMMUNITY	WATER UTILITY		806.52	
	<u>100-6050-7010-0000</u>	UTILITIES	WATER UTILITY		1,035.31	
	<u>100-6050-7010-003X</u>	UTILITIES IA 3	WATER UTILITY		5,213.24	
	<u>100-6050-7010-007A</u>	UTILITIES IA 7A	WATER UTILITY		518.56	
	<u>100-6050-7010-008A</u>	UTILITIES IA 8A (SUNDAN	WATER UTILITY		8,802.62	
	<u>100-6050-7010-008C</u>	UTILITIES IA 8C	WATER UTILITY		29.15	
	<u>100-6050-7010-008D</u>	UTILITIES IA 8D	WATER UTILITY		158.98	
	<u>100-6050-7010-008E</u>	UTILITIES IA 8E	WATER UTILITY		125.27	
	<u>100-6050-7010-014A</u>	UTILITIES IA 14A (OAK VA	WATER UTILITY		433.66	
	<u>100-6050-7010-014B</u>	UTILITIES IA 14B	WATER UTILITY		2,421.46	
	<u>100-6050-7010-017A</u>	UTILITIES IA 17A (TOURN	WATER UTILITY		1,736.94	
	<u>100-6050-7010-018X</u>	UTILITIES IA 18	WATER UTILITY		29.15	
	<u>100-6050-7010-019C</u>	UTILITIES IA 19C	WATER UTILITY		324.10	
	<u>100-6050-7010-020X</u>	UTILITIES IA 20	WATER UTILITY		640.56	
	<u>100-6050-7010-06A1</u>	UTILITIES IA 6A1	WATER UTILITY		512.08	
	<u>100-6050-7010-1601</u>	UTILITIES IA 1601	WATER UTILITY		1,575.98	
	<u>100-6050-7010-5050</u>	UTILITIES, PARK (DEFORG	WATER UTILITY		937.12	
	<u>100-6050-7010-5200</u>	UTILITIES, PARK (PALMER)	WATER UTILITY		15.43	
	<u>100-6050-7010-5250</u>	UTILITIES, PARK (RANGEL)	WATER UTILITY		806.32	
	<u>100-6050-7010-5350</u>	UTILITIES, PARK (SHADO	WATER UTILITY		29.15	
	<u>100-6050-7010-5400</u>	UTILITIES, PARK (SPORTS	WATER UTILITY		7,068.59	
	<u>100-6050-7010-5450</u>	UTILITIES, PARK (STETSON	WATER UTILITY		4,671.58	
	<u>100-6050-7010-5500</u>	UTILITIES, PARK (STEWAR	WATER UTILITY		2,928.59	
	<u>100-6050-7010-5600</u>	UTILITIES, PARK (TREVINO	WATER UTILITY		79.49	
	<u>100-6050-7010-5650</u>	UTILITIES, PARK (VETERA	WATER UTILITY		76.47	
	<u>100-6050-7010-5700</u>	UTILITIES, PARK (WILD FL	WATER UTILITY		2,030.59	
	<u>700-4050-7010-0000</u>	UTILITIES	WATER UTILITY		3,987.51	
	<u>700-4050-7010-019C</u>	UTILITIES (IA 19C)	WATER UTILITY		20.00	
1140	BEAUMONT SAFE & LOCK	09/02/2021	Regular	0.00	161.63	110025
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
75113	Invoice	09/02/2021	DEPT SUPPLIES	0.00	161.63	
	<u>100-2050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		161.63	
1161	BIO-TOX LABORATORIES	09/02/2021	Regular	0.00	1,521.00	110026

Check Report

Date Range: 08/27/20 Item 3. 021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
41539	Invoice 100-2050-7068-0000	09/02/2021	PROFESSIONAL SERVICES CONTRACTUAL SERVICES	0.00	1,465.00	
41648	Invoice 100-2050-7068-0000	09/02/2021	PROFESSIONAL SERVICES CONTRACTUAL SERVICES	0.00	56.00	
3721	BULLETPROOF IT, LLC	09/02/2021	Regular	0.00	7,330.00	110027
04202021	Invoice 100-2050-7070-0000 100-2050-7070-0000	06/30/2021	Purchase of Helmets and Visors SPECIAL DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	7,330.00 1,550.00 5,780.00	
2950	CAL RECYCLE - RESOURCES RECYCLING & RECO	09/02/2021	Regular	0.00	5,769.80	110028
0000001383361	Invoice 100-1200-7036-0000	09/02/2021	CCPP FY 2018-19 GRANT SPECIFIC COSTS (C	0.00	5,769.80	
3311	CARPET STATION TILE & WOOD, INC	09/02/2021	Regular	0.00	7,254.00	110029
17088	Invoice 500-0000-7068-0000	06/30/2021	CARPET IN CITY HALL CONTRACTUAL SERVICE	0.00	7,254.00	
1273	CHRISTOPHER CREWS	09/02/2021	Regular	0.00	493.96	110030
04/15/21	Invoice 100-2050-7070-0000	06/30/2021	EMPLOYEE TRAVEL SPECIAL DEPT SUPPLIES	0.00	493.96	
1279	CIGNA HEALTH CARE	09/02/2021	Regular	0.00	11,357.87	110031
2875613	Invoice 100-1200-6020-0000 100-2050-6020-0000 100-6050-6020-0000 700-4050-6020-0000	09/02/2021	EMPLOYEE INSURANCE HEALTH INSURANCE HEALTH INSURANCE HEALTH INSURANCE HEALTH INSURANCE	0.00	11,357.87 1,707.95 4,526.06 3,415.91 1,707.95	
1294	CIVICPLUS	09/02/2021	Regular	0.00	2,146.25	110032
212615	Invoice 100-1230-7071-0000	09/02/2021	SOFTWARE SOFTWARE	0.00	2,146.25	
4435	CLEAN HARBORS ENVIRONMENTAL SERVICES, I	09/02/2021	Regular	0.00	2,602.90	110033
1003717967	Invoice 700-4050-7068-0000	06/30/2021	PROFESSIONAL SERVICES CONTRACTUAL SERVICES	0.00	2,602.90	
1340	CPS HR CONSULTING	09/02/2021	Regular	0.00	2,007.50	110034
SOP53465	Invoice 100-1240-6050-0000	09/02/2021	HIRING COSTS RECRUITMENT AND HIRI	0.00	2,007.50	
1237	DANIEL WILLIAM DOPP	09/02/2021	Regular	0.00	510.00	110035

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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>104</u>	Invoice 100-2050-7070-0000	09/02/2021	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	255.00 255.00	
<u>105</u>	Invoice 100-2030-7039-0000	09/02/2021	EMERGENCY SERVICES CODE ENFORCEMENT	0.00	255.00 255.00	
1391	DEKRA-LITE IND., INC.	09/02/2021	Regular	0.00	280.00	110036
<u>SO062774</u>	Invoice 100-1200-7070-0000	09/02/2021	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	280.00 280.00	
1402	DEPARTMENT OF JUSTICE	09/02/2021	Regular	0.00	887.00	110037
<u>523924</u>	Invoice 100-2050-7031-0000	09/02/2021	PROFESSIONAL SERVICES LIVE SCAN-FINGERPRINTI	0.00	607.00 607.00	
<u>529119</u>	Invoice 100-2050-7068-0000	09/02/2021	PROFESSIONAL SERVICES CONTRACTUAL SERVICES	0.00	175.00 175.00	
<u>529375</u>	Invoice 100-2050-7068-0000	06/30/2021	PROFESSIONAL SERVICES FOR MAY CONTRACTUAL SERVICES	0.00	105.00 105.00	
1424	DIRECTV	09/02/2021	Regular	0.00	115.99	110038
<u>080503076X2108</u>	Invoice 100-6000-7010-6040	09/02/2021	BUILDING UTILITY UTILITIES - POLICE DEPT	0.00	115.99 115.99	
1479	ENTENMANN-ROVIN CO	09/02/2021	Regular	0.00	392.33	110039
<u>0160524-IN</u>	Invoice 100-2050-7065-0000	09/02/2021	EMPLOYEE UNIFORMS UNIFORMS	0.00	260.90 260.90	
<u>0160570-IN</u>	Invoice 100-2050-7065-0000	09/02/2021	EMPLOYEE UNIFORMS UNIFORMS	0.00	131.43 131.43	
3484	ERGOCENTRIC, INC	09/02/2021	Regular	0.00	2,133.02	110040
<u>778477</u>	Invoice 100-2050-7090-0000	09/02/2021	OFFICE EQUIPMENT EQUIPMENT SUPPLIES/M	0.00	2,133.02 2,133.02	
1501	FAIRVIEW FORD	09/02/2021	Regular	0.00	251.25	110041
<u>816162</u>	Invoice 100-2050-7037-0000	09/02/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	93.51 93.51	
<u>819755</u>	Invoice 100-2050-7037-0000	09/02/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	157.74 157.74	
1509	FEDEX	09/02/2021	Regular	0.00	14.73	110042
<u>7-452-54222</u>	Invoice 100-2050-7025-0000	09/02/2021	OFFICE SUPPLIES OFFICE SUPPLIES	0.00	14.73 14.73	
1522	FOX OCCUPATIONAL	09/02/2021	Regular	0.00	570.00	110043

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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>130276</u>	Invoice	09/02/2021	HIRING COSTS	0.00	570.00	
	<u>100-1240-6050-0000</u>	RECRUITMENT AND HIRI	HIRING COSTS	570.00		
1533	FRONTIER COMMUNICATIONS	09/02/2021	Regular	0.00	320.12	110044
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>213-181-1343-03</u>	Invoice	09/02/2021	PHONE UTILITY	0.00	69.47	
	<u>700-4050-7015-0000</u>	TELEPHONE	PHONE UTILITY	69.47		
<u>951-769-8538-06</u>	Invoice	09/02/2021	PHONE UTILITY	0.00	83.32	
	<u>100-1230-7015-6048</u>	TELEPHONE (POOL)	PHONE UTILITY	83.32		
<u>951-769-8539-04</u>	Invoice	09/02/2021	PHONE UTILITIES	0.00	167.33	
	<u>100-1230-7015-6045</u>	TELEPHONE (COMM CTR)	PHONE UTILITIES	167.33		
1553	GALLS INC.	09/02/2021	Regular	0.00	757.09	110045
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>BC1428843</u>	Invoice	09/02/2021	EMPLOYEE UNIFORMS	0.00	757.09	
	<u>100-2050-7065-0000</u>	UNIFORMS	EMPLOYEE UNIFORMS	757.09		
3622	GEOTEK, INC	09/02/2021	Regular	0.00	7,872.00	110046
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>85528</u>	Invoice	06/30/2021	Geotechnical Evaluations	0.00	7,872.00	
	<u>500-0000-8990-0000</u>	CAPITAL OUTLAY	Geotechnical Evaluations	7,872.00		
1579	GOSCH	09/02/2021	Regular	0.00	647.13	110047
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1032873</u>	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	322.89	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	322.89		
<u>1033116</u>	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	324.24	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	324.24		
1583	GRAFIX SYSTEMS	09/02/2021	Regular	0.00	595.49	110048
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>29300</u>	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	595.49	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	595.49		
4218	HAWK ANALYTICS, INC	09/02/2021	Regular	0.00	2,995.00	110049
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV24594</u>	Invoice	09/02/2021	DEPT SUPPLIES	0.00	2,995.00	
	<u>100-2050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	2,995.00		
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	09/02/2021	Regular	0.00	516.52	110050
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>33966</u>	Invoice	09/02/2021	PROFESSIONAL SERVICES	0.00	516.52	
	<u>100-2050-7068-0000</u>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	516.52		
1657	IN GEAR TECHNOLOGY	09/02/2021	Regular	0.00	1,816.30	110051
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>06/07/21</u>	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	1,816.30	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	1,816.30		
1679	INTERWEST CONSULTING GRP, INC.	09/02/2021	Regular	0.00	3,808.37	110052

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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		
71526	Invoice	09/02/2021	GIS SERVICES	0.00	3,808.37	
	<u>100-1230-7071-0000</u>	SOFTWARE	GIS SERVICES	3,808.37		
1773	KAISER FOUNDATION HEALTH PLAN	09/02/2021	Regular	0.00	167,064.51	110053
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SEPTEMBER 2021	Invoice	09/02/2021	HEALTH INSURANCE	0.00	158,359.60	
	<u>100-1200-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE	6,593.29		
	<u>100-1225-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE	5,394.54		
	<u>100-1230-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE	2,996.97		
	<u>100-1240-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE	2,397.57		
	<u>100-1350-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE	3,116.85		
	<u>100-1550-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE	1,978.04		
	<u>100-2000-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE	3,596.32		
	<u>100-2030-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE	-1,198.83		
	<u>100-2050-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE	53,465.81		
	<u>100-2090-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE	10,669.20		
	<u>100-2150-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE	4,195.67		
	<u>100-3100-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE	10,189.61		
	<u>100-3250-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE	6,593.29		
	<u>100-6050-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE	25,054.65		
	<u>700-4050-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE	8,511.39		
	<u>750-7000-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE	3,656.32		
	<u>750-7300-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE	6,113.83		
	<u>750-7400-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE	1,798.23		
	<u>750-7600-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE	599.41		
	<u>750-7900-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE	599.41		
	<u>750-8000-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE	599.41		
	<u>750-8300-6020-0000</u>	HEALTH INS	HEALTH INSURANCE	1,438.62		
SEPTEMBER 2021	Invoice	09/02/2021	MEDICAL INSURANCE	0.00	3,116.91	
	<u>100-0000-2299-0000</u>	COBRA RECEIPTS	MEDICAL INSURANCE - ONODER	1,318.69		
	<u>100-0000-2299-0000</u>	COBRA RECEIPTS	MEDICAL INSURANCE - GARCIA	599.41		
	<u>100-0000-2299-0000</u>	COBRA RECEIPTS	MEDICAL INSURANCE - KEYSER,	1,198.81		
SEPTEMBER 2021	Invoice	09/02/2021	EMPLOYEE HEALTH INSURANCE	0.00	5,588.00	
	<u>100-2050-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE H	1,397.00		
	<u>100-3100-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE	4,191.00		
1847	LEE'S AUTO BODY	09/02/2021	Regular	0.00	4,254.73	110054
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV #22 RO #353	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	4,254.73	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	4,254.73		
4290	LISA WISE CONSULTING, INC	09/02/2021	Regular	0.00	17,797.75	110055
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3989	Invoice	09/02/2021	Housing Element Update	0.00	17,797.75	
	<u>215-0000-7068-0000</u>	CONTRACTUAL SERVICES	Housing Element Update	4,237.24		
	<u>215-0000-7068-0000</u>	CONTRACTUAL SERVICES	Housing Element Update	13,560.51		
1896	M&M CARPET	09/02/2021	Regular	0.00	24,957.89	110056
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1754	Invoice	09/02/2021	CARPET INSTALL AT PD	0.00	24,957.89	
	<u>500-0000-8990-0000</u>	CAPITAL OUTLAY	CARPET INSTALL AT PD	24,957.89		
3193	MISAC	09/02/2021	Regular	0.00	1,800.00	110057

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08/17/21	Invoice	09/02/2021	2021 MISAC ANNUAL CONFERENCE ATTE	0.00	1,800.00	
	100-1230-7066-0000	TRAVEL, EDUCATION, TRA	2021 MISAC ANNUAL CONFERE		1,800.00	
1965	MORITZ EMBROIDERY WORKS	09/02/2021	Regular	0.00	228.32	110058
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
243414	Invoice	09/02/2021	EMPLOYEE UNIFORM	0.00	228.32	
	100-2050-7065-0000	UNIFORMS	EMPLOYEE UNIFORM		228.32	
1984	NAPA AUTO PARTS	09/02/2021	Regular	0.00	199.17	110059
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
159121	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	25.80	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		25.80	
159244	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	176.70	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		176.70	
159358	Credit Memo	09/02/2021	VEHICLE MAINTENANCE	0.00	-47.41	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-47.41	
159658	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	2.07	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		2.07	
160179	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	42.01	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		42.01	
2009	O'REILLY AUTO PARTS	09/02/2021	Regular	0.00	1,272.55	110060
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2678-366056	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	362.14	
	100-2100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		362.14	
2678-366106	Credit Memo	09/02/2021	VEHICLE MAINTENANCE	0.00	-362.14	
	100-2100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-362.14	
2678-366544	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	7.74	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		7.74	
2678-367292	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	102.75	
	750-7900-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		102.75	
2678-368511	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	489.22	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		489.22	
2678-369008	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	37.82	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		37.82	
2678-370342	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	40.04	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		40.04	
2678-370391	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	101.87	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		101.87	
2678-370949	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	155.12	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		155.12	
2678-370998	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	53.50	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		53.50	
2678-370999	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	16.64	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		16.64	
2678-371219	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	118.53	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		118.53	
2678-371646	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	58.77	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		58.77	
2678-371658	Credit Memo	09/02/2021	VEHICLE MAINTENANCE	0.00	-118.53	

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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		-118.53	
<u>2678-371934</u>	Credit Memo	09/02/2021	VEHICLE MAINTENANCE	0.00	-18.00	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		-18.00	
<u>2678-372141</u>	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	33.49	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		33.49	
<u>2678-372388</u>	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	193.59	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		193.59	
	Void	09/02/2021	Regular	0.00	0.00	110061
2039	PARKHOUSE TIRE, INC.	09/02/2021	Regular	0.00	7,014.62	110062
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>2030203440</u>	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	3,527.77	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		3,527.77	
<u>2030203454</u>	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	3,486.85	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		3,486.85	
3455	PRISTINE UNIFORMS, LLC	09/02/2021	Regular	0.00	1,747.66	110063
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>102999</u>	Invoice	09/02/2021	EMPLOYEE UNIFORMS	0.00	795.59	
	<u>100-2050-7065-0000</u>		UNIFORMS		795.59	
<u>10346</u>	Invoice	09/02/2021	EMPLOYEE UNIFORMS	0.00	53.88	
	<u>100-2050-7065-0000</u>		UNIFORMS		53.88	
<u>10353</u>	Invoice	09/02/2021	EMPLOYEE UNIFORMS	0.00	898.19	
	<u>220-0000-7065-0000</u>		UNIFORMS		898.19	
2091	PURCHASE POWER-1183	09/02/2021	Regular	0.00	31.90	110064
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>8000-9000-0779-</u>	Invoice	09/02/2021	POSTAGE	0.00	31.90	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		31.90	
2098	QUILL CORPORATON	09/02/2021	Regular	0.00	96.63	110065
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>18754173</u>	Invoice	09/02/2021	OFFICE SUPPLIES	0.00	12.02	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		12.02	
<u>18778686</u>	Invoice	09/02/2021	OFFICE SUPPLIES	0.00	84.61	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		55.84	
	<u>100-3100-7025-0000</u>		OFFICE SUPPLIES		28.77	
3120	RALPH A ALLEN	09/02/2021	Regular	0.00	335.00	110066
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>2909</u>	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	335.00	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		335.00	
3047	RALPH ANDERSEN & ASSOCIATES	09/02/2021	Regular	0.00	3,200.00	110067
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV-03296</u>	Invoice	09/02/2021	PROFESSIONAL SERVICES	0.00	3,200.00	
	<u>100-1240-7068-0000</u>		CONTRACTUAL SERVICES		3,200.00	
2104	RAMONA HUMANE SOCIETY INC	09/02/2021	Regular	0.00	2,894.42	110068

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Date Range: 08/27/20 Item 3. 021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>COB07312 07/31</u>	Invoice	09/02/2021	Ramona Humane Society Sheltering Servi	0.00	2,894.42	
	<u>100-2000-7068-0000</u>		CONTRACTUAL SERVICES Ramona Humane Society Shelte		2,894.42	
2171	RIVERSIDE COUNTY SHERIFF DEPARTMENT	09/02/2021	Regular	0.00	51,475.00	110069
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>SH0000039418</u>	Invoice	09/02/2021	Riverside Cal-ID Annual Fee	0.00	51,475.00	
	<u>100-2050-7091-0000</u>		CAL-ID FEE Riverside Cal-ID Annual Fee		51,475.00	
4189	RUBEN S. RAMIREZ, JR.	09/02/2021	Regular	0.00	2,250.00	110070
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>CB-WFS3</u>	Invoice	06/30/2021	ENVIRONMENTAL DOCUMENTS FOR WES	0.00	2,250.00	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE ENVIRONMENTAL DOCUMENTS		2,250.00	
2218	RYAN BRIEDA	09/02/2021	Regular	0.00	54.38	110071
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>09/01/21</u>	Invoice	09/02/2021	DEPT SUPPLIES - MURPH STICKERS FOR U	0.00	54.38	
	<u>100-2080-7070-0000</u>		SPECIAL DEPT SUPPLIES DEPT SUPPLIES - MURPH STICKE		54.38	
4434	SCOTT BROSIOUS	09/02/2021	Regular	0.00	2,805.00	110072
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>B072221</u>	Invoice	09/02/2021	AV Contract for Council Meetings	0.00	1,175.00	
	<u>100-1230-7068-0000</u>		CONTRACTUAL SERVICES AV Contract for Council Meeting		1,175.00	
<u>B081721</u>	Invoice	09/02/2021	AV Contract for Council Meetings	0.00	1,630.00	
	<u>100-1230-7068-0000</u>		CONTRACTUAL SERVICES AV Contract for Council Meeting		1,630.00	
3835	SEGURA FAMILY INVESTMENT INC	09/02/2021	Regular	0.00	354.72	110073
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1741</u>	Invoice	09/02/2021	VEHICLE MAINTENANCE	0.00	354.72	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		354.72	
3260	SITONE LANDSCAPE SUPPLY, LLC	09/02/2021	Regular	0.00	3,675.65	110074
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>110534992-001</u>	Invoice	06/30/2021	SiteOne PO not to exceed \$40,000.	0.00	3,675.65	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES SiteOne PO not to exceed \$40,0		3,675.65	
3498	SKM ENGINERRING LLC	09/02/2021	Regular	0.00	4,736.48	110075
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>21517</u>	Invoice	06/30/2021	Professional Engineering Services for PLC	0.00	4,736.48	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO PROFESSIONAL ENGINEERING S		4,736.48	
3031	SMARTHIRE	09/02/2021	Regular	0.00	350.50	110076
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>51209</u>	Invoice	09/02/2021	HIRING COSTS	0.00	350.50	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI HIRING COSTS		350.50	
2382	T MOBILE	09/02/2021	Regular	0.00	1,340.00	110077

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Date Range: 08/27/20 Item 3. 021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9461536786	Invoice	09/02/2021	DEPT SUPPLIES	0.00	1,340.00	
	<u>100-2050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	1,340.00		
2405	THE COUNSELING TEAM	09/02/2021	Regular	0.00	1,650.00	110078
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
79678	Invoice	09/02/2021	HIRING COSTS	0.00	325.00	
	<u>100-1240-6050-0000</u>	RECRUITMENT AND HIRI	HIRING COSTS	325.00		
79697	Invoice	09/02/2021	HIRING COSTS	0.00	325.00	
	<u>100-1240-6050-0000</u>	RECRUITMENT AND HIRI	HIRING COSTS	325.00		
79748	Invoice	09/02/2021	EMPLOYEE SUPPORT SERVICES	0.00	1,000.00	
	<u>100-1240-7068-0000</u>	CONTRACTUAL SERVICES	EMPLOYEE SUPPORT SERVICES	1,000.00		
4293	THE RETAIL COACH, LLC	09/02/2021	Regular	0.00	3,750.00	110079
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3697	Invoice	09/02/2021	Retail Coach Contract	0.00	3,750.00	
	<u>100-1200-7068-0000</u>	CONTRACTUAL SERVICES	Retail Coach Contract	3,750.00		
4267	THERESA MICHEL INVESTIGATIONS	09/02/2021	Regular	0.00	75.00	110080
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
32	Invoice	09/02/2021	HIRING COSTS	0.00	75.00	
	<u>100-1240-6050-0000</u>	RECRUITMENT AND HIRI	HIRING COSTS	75.00		
2430	TIME WARNER CABLE	09/02/2021	Regular	0.00	49.97	110081
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0014188082021	Invoice	09/02/2021	PHONE UTILITY	0.00	49.97	
	<u>100-1230-7015-6055</u>	TELEPHONE (MAPLE AVE)	PHONE UTILITY	49.97		
2430	TIME WARNER CABLE	09/02/2021	Regular	0.00	151.12	110082
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0013594082021	Invoice	09/02/2021	PHONE UTILITY	0.00	151.12	
	<u>100-1230-7015-6040</u>	TELEPHONE (POLICE DPT)	PHONE UTILITY	151.12		
2873	TPX COMMUNICATIONS	09/02/2021	Regular	0.00	516.58	110083
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
146526843-0	Invoice	09/02/2021	PHONE UTILITY	0.00	516.58	
	<u>100-1230-7015-6040</u>	TELEPHONE (POLICE DPT)	PHONE UTILITY	516.58		
4200	VEOLIA NORTH AMERICA, INC	09/02/2021	Regular	0.00	126.33	110084
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
MD58860	Invoice	09/02/2021	DEPT SUPPLIES	0.00	126.33	
	<u>100-2050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	126.33		
2484	VERIZON	09/02/2021	Regular	0.00	76.02	110085
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9884985647	Invoice	09/02/2021	IPADS - 3100	0.00	76.02	
	<u>100-1230-7015-0000</u>	TELEPHONE	IPADS - 3100	76.02		
2510	VERIZON WIRELESS - VSAT	09/02/2021	Regular	0.00	300.00	110086

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Date Range: 08/27/20 Item 3. 021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>CB001021538-4-</u>	Invoice	06/30/2021	DEPT SUPPLIES	0.00	125.00	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		125.00	
<u>CB001021538-4-</u>	Invoice	06/30/2021	DEPT SUPPLIES	0.00	175.00	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		175.00	
2513	VIGILANT SOLUTIONS	09/02/2021	Regular	0.00	30,872.02	110087
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>41969 RI</u>	Invoice	06/30/2021	Purchase of 2 mobile LPR 3 Camera Syste	0.00	30,872.02	
	<u>220-0000-8040-000A</u>		EQUIPMENT		30,872.02	
2517	VOYAGER	09/02/2021	Regular	0.00	53,127.47	110088
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>8690650032135</u>	Invoice	09/02/2021	FUEL EXPENSE	0.00	53,127.47	
	<u>100-2000-7050-0000</u>		FUEL		613.65	
	<u>100-2030-7050-0000</u>		FUEL		197.62	
	<u>100-2050-7050-0000</u>		FUEL		18,757.39	
	<u>100-2100-7050-0000</u>		FUEL		66.09	
	<u>100-2150-7050-0000</u>		FUEL		201.60	
	<u>100-3100-7050-0000</u>		FUEL		829.84	
	<u>100-3250-7050-0000</u>		FUEL		2,132.04	
	<u>100-6050-7050-0000</u>		FUEL		8,935.97	
	<u>700-4050-7050-0000</u>		FUEL		2,134.88	
	<u>750-7100-7050-0000</u>		FUEL		596.07	
	<u>750-7300-7050-0000</u>		FUEL		323.55	
	<u>750-7400-7050-0000</u>		FUEL		5,951.72	
	<u>750-7600-7050-0000</u>		FUEL		3,538.61	
	<u>750-7800-7050-0000</u>		FUEL		1,897.70	
	<u>750-7900-7050-0000</u>		FUEL		1,566.33	
	<u>750-8100-7050-0000</u>		FUEL		513.83	
	<u>750-8200-7050-0000</u>		FUEL		457.95	
	<u>750-8300-7050-0000</u>		FUEL		4,412.63	
3209	VPLS SOLUTIONS LLC	09/02/2021	Regular	0.00	2,800.00	110089
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>18140</u>	Invoice	09/02/2021	PROFESSIONAL SERVICES	0.00	2,000.00	
	<u>100-1230-7068-0000</u>		CONTRACTUAL SERVICES		2,000.00	
<u>18157</u>	Invoice	09/02/2021	PROFESSIONAL SERVICES	0.00	800.00	
	<u>100-1230-7068-0000</u>		CONTRACTUAL SERVICES		800.00	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	117	73	0.00	612,612.21
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	0	0	0.00	0.00
	117	74	0.00	612,612.21

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	117	73	0.00	612,612.21
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	0	0	0.00	0.00
	117	74	0.00	612,612.21

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	8/2021	35,476.93
999	POOLED CASH	9/2021	577,135.28
			612,612.21



WARRANTS TO BE RATIFIED

Thursday, September 09, 2021

Printed Checks	110090-110119	\$	115,965.61
	488-489	\$	15,638.75
	A/P Total	\$	<u>131,604.36</u>

Bank Draft	Global Payments	\$	11,983.12	Credit Card Fees
	Authnet Gateway	\$	60.90	Credit Card Processing Fees
	Guardian	\$	22,547.17	Sep-21
	Affant	\$	650.75	Aug-21

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2021 - JUNE 30, 2022

SIGNATURE: _____
TITLE: CITY TREASURER

SIGNATURE: _____
TITLE: FINANCE DIRECTOR



WARRANTS TO BE RATIFIED

Thursday, September 09, 2021

Printed Checks	110090-110119	\$	115,965.61
	488-489	\$	15,638.75
	A/P Total	\$	<u>131,604.36</u>

Bank Draft	Global Payments	\$	11,983.12	Credit Card Fees
	Authnet Gateway	\$	60.90	Credit Card Processing Fees
	Guardian	\$	22,547.17	Sep-21
	Affant	\$	650.75	Aug-21

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2021 - JUNE 30, 2022

SIGNATURE: _____
TITLE: CITY TREASURER

SIGNATURE: _____
TITLE: FINANCE DIRECTOR



City of Beaumont, CA

Check Item 3. rt

By Check Number

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

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2295	SLOVAK BARON EMPEY MURPHY & PINKNEY	09/09/2021	EFT	0.00	1,989.00	488
Bank Code: APBNK-AP Bank						
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
65321	Invoice	09/09/2021	LEGAL SERVICES	0.00	1,989.00	
	<u>Account Number</u>		<u>Account Name</u>		<u>Distribution Amount</u>	
	100-1300-7068-000B		CONTRACTUAL SERVICES		1,989.00	
			LEGAL SERVICES			
2725	US BANK CORPORATE PAYMENT SYSTEMS	09/09/2021	EFT	0.00	13,649.75	489
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
24013391204003	Invoice	09/09/2021	TOP-LINE - DEPT SUPPLIES	0.00	151.45	
	<u>Account Number</u>		<u>Account Name</u>		<u>Distribution Amount</u>	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		151.45	
			TOP-LINE - DEPT SUPPLIES			
24013391213000	Invoice	09/09/2021	DOMENICOS - DEPT SUPPLIES	0.00	252.37	
	<u>Account Number</u>		<u>Account Name</u>		<u>Distribution Amount</u>	
	100-2050-7070-0000		SPECIAL DEPT SUPPLIES		252.37	
			DOMENICOS - DEPT SUPPLIES			
24040831218900	Invoice	09/09/2021	PRO PIPE - EQUIPMENT MAINTENANCE	0.00	46.89	
	<u>Account Number</u>		<u>Account Name</u>		<u>Distribution Amount</u>	
	100-6050-7090-5999		EQUIP SUPPLIES/MAINT -		46.89	
			PRO PIPE - EQUIPMENT MAINTENANCE			
24071051217939	Invoice	09/09/2021	RVSD SHERIFF BEN CLARK - EMPLOYEE TR	0.00	467.62	
	<u>Account Number</u>		<u>Account Name</u>		<u>Distribution Amount</u>	
	100-2050-7066-0000		TRAVEL, EDUCATION, TRA		467.62	
			RVSD SHERIFF BEN CLARK - EMPLOYEE TR			
24072801214206	Invoice	09/09/2021	RICKLY HYDROLOGICAL - DEPT SUPPLIES	0.00	1,303.20	
	<u>Account Number</u>		<u>Account Name</u>		<u>Distribution Amount</u>	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		1,303.20	
			RICKLY HYDROLOGICAL - DEPT SUPPLIES			
24100851196900	Invoice	09/09/2021	ALTERNATIVE HOSE - DEPT SUPPLIES	0.00	392.62	
	<u>Account Number</u>		<u>Account Name</u>		<u>Distribution Amount</u>	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		392.62	
			ALTERNATIVE HOSE - DEPT SUPPLIES			
24100851196900	Invoice	09/09/2021	ALTERNATIVE HOSE - DEPT SUPPLIES	0.00	392.63	
	<u>Account Number</u>		<u>Account Name</u>		<u>Distribution Amount</u>	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		392.63	
			ALTERNATIVE HOSE - DEPT SUPPLIES			
24100851197900	Invoice	09/09/2021	ALTERNATIVE HOSE - DEPT SUPPLIES	0.00	88.00	
	<u>Account Number</u>		<u>Account Name</u>		<u>Distribution Amount</u>	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		88.00	
			ALTERNATIVE HOSE - DEPT SUPPLIES			
24137461193500	Invoice	09/09/2021	STATERBROS - COMMUNITY EVENT SUPPL	0.00	12.14	
	<u>Account Number</u>		<u>Account Name</u>		<u>Distribution Amount</u>	
	100-1550-7040-0000		RECREATION PROGRAMS		12.14	
			STATERBROS - COMMUNITY EVENT SUPPL			
24137461193500	Invoice	09/09/2021	BMT DO IT BEST - EQUIPMENT MAINTEN	0.00	43.09	
	<u>Account Number</u>		<u>Account Name</u>		<u>Distribution Amount</u>	
	100-6050-7090-5999		EQUIP SUPPLIES/MAINT -		43.09	
			BMT DO IT BEST - EQUIPMENT MAINTENANCE			
24137461195500	Invoice	09/09/2021	BMT DO IT BEST - DEPT SUPPLIES	0.00	3.86	
	<u>Account Number</u>		<u>Account Name</u>		<u>Distribution Amount</u>	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES		3.86	
			BMT DO IT BEST - DEPT SUPPLIES			
24137461196500	Invoice	09/09/2021	BMT DO IT BEST - VEHICLE MAINTENANC	0.00	33.91	
	<u>Account Number</u>		<u>Account Name</u>		<u>Distribution Amount</u>	
	750-7600-7037-0000		VEHICLE MAINTENANCE		33.91	
			BMT DO IT BEST - VEHICLE MAINTENANCE			
24137461196500	Invoice	09/09/2021	BMT DO IT BEST - EQUIPMENT MAINTEN	0.00	10.76	
	<u>Account Number</u>		<u>Account Name</u>		<u>Distribution Amount</u>	
	100-6050-7090-5050		EQUIP SUPPLIES/MAINT-		10.76	
			BMT DO IT BEST - EQUIPMENT MAINTENANCE			
24137461196500	Invoice	09/09/2021	BMT DO IT BEST - BUILDING MAINTENAN	0.00	30.09	
	<u>Account Number</u>		<u>Account Name</u>		<u>Distribution Amount</u>	
	500-0000-8030-0000		INFRASTRUCTURE IMPRO		30.09	
			BMT DO IT BEST - BUILDING MAINTENANCE			
24137461197500	Invoice	09/09/2021	BMT DO IT BEST - BUILDING MAINTENAN	0.00	10.66	
	<u>Account Number</u>		<u>Account Name</u>		<u>Distribution Amount</u>	
	500-0000-8030-0000		INFRASTRUCTURE IMPRO		10.66	
			BMT DO IT BEST - BUILDING MAINTENANCE			
24137461205501	Invoice	09/09/2021	BMT DO IT BEST - VEHICLE MAINTENANC	0.00	13.46	
	<u>Account Number</u>		<u>Account Name</u>		<u>Distribution Amount</u>	
	750-7400-7037-0000		VEHICLE MAINTENANCE		13.46	
			BMT DO IT BEST - VEHICLE MAINTENANCE			
24137461205501	Invoice	09/09/2021	BMT DO IT BEST - BUILDING MAINTENAN	0.00	45.24	
	<u>Account Number</u>		<u>Account Name</u>		<u>Distribution Amount</u>	
	100-6000-7085-6045		BLDG MAINT- COMMUNI		45.24	
			BMT DO IT BEST - BUILDING MAINTENANCE			
24137461209500	Invoice	09/09/2021	BMT DO IT BEST - BUILDING MAINTENAN	0.00	12.51	
	<u>Account Number</u>		<u>Account Name</u>		<u>Distribution Amount</u>	
	500-0000-8030-0000		INFRASTRUCTURE IMPRO		12.51	
			BMT DO IT BEST - BUILDING MAINTENANCE			
24137461212501	Invoice	09/09/2021	BMT DO IT BEST - DEPT SUPPLIES	0.00	2.78	
	<u>Account Number</u>		<u>Account Name</u>		<u>Distribution Amount</u>	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		2.78	
			BMT DO IT BEST - DEPT SUPPLIES			

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<u>24137461212501</u>	Invoice 500-0000-8030-0000	09/09/2021	BMT DO IT BEST - BUILDING MAINTENAN INFRASTRUCTURE IMPRO	0.00	24.63	
<u>24137461216500</u>	Invoice 700-4050-7070-0000	09/09/2021	BMT DO IT BEST - DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	38.59	
<u>24137461216500</u>	Invoice 700-4050-7070-0000	09/09/2021	BMT DO IT BEST - DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	12.91	
<u>24137461217500</u>	Invoice 700-4050-7070-0000	09/09/2021	BMT DO IT BEST - DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	82.94	
<u>24137461217500</u>	Invoice 700-4050-7070-0000	09/09/2021	BMT DO IT BEST - DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	12.37	
<u>24137461218500</u>	Invoice 100-6050-7090-5999	09/09/2021	BMT DO IT BEST - EQUIPMENT MAINTEN EQUIP SUPPLIES/MAINT -	0.00	205.24	
<u>24137461219501</u>	Invoice 100-6000-7085-5400	09/09/2021	BMT DO IT BEST - BUILDING MAINTENAN BLDG MAINT - SPORTS PA	0.00	6.13	
<u>24137461220500</u>	Invoice 700-4050-7070-0000	09/09/2021	BMT DO IT BEST - DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	8.57	
<u>24164071210741</u>	Invoice 100-1230-7025-0000	09/09/2021	FEDEX - OFFICE SUPPLIES OFFICE SUPPLIES	0.00	34.58	
<u>24204291211000</u>	Invoice 205-0000-8060-0000	09/09/2021	TESLA - VEHICLE ORDERING DEPOSIT VEHICLES	0.00	100.00	
<u>24204291211000</u>	Invoice 205-0000-8060-0000	09/09/2021	TESLA - VEHICLE ORDERING DEPOSIT VEHICLES	0.00	100.00	
<u>24207851218174</u>	Invoice 100-1200-7066-0000	09/09/2021	CAPIO - WEBINAR TRAVEL, EDUCATION, TRA	0.00	20.00	
<u>24226381201400</u>	Invoice 100-1550-7040-0000	09/09/2021	WALMART - COMMUNITY EVENT SUPPLIE RECREATION PROGRAMS	0.00	45.51	
<u>24226381203400</u>	Invoice 100-2050-7035-0000	09/09/2021	WALMART - MEETING SUPPLIES LOCAL MEETINGS	0.00	58.98	
<u>24231681209091</u>	Invoice 700-4050-7070-0000	09/09/2021	HARBOR FREIGHT - DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	86.18	
<u>24231681219837</u>	Invoice 100-6050-7090-5999	09/09/2021	FAMILY DOLLAR - EQUIPMENT MAINTENA EQUIP SUPPLIES/MAINT -	0.00	10.78	
<u>24251381196030</u>	Invoice 100-6050-7090-5400	09/09/2021	BMT SAFE & LOCK - EQUIPMENT MAINTE EQUIP SUPPLIES/MAINT -	0.00	53.61	
<u>24251381216030</u>	Invoice 100-6000-7085-5400	09/09/2021	BMT SAFE & LOCK - BUILDING MAINTENA BLDG MAINT - SPORTS PA	0.00	52.83	
<u>24251381222030</u>	Invoice 100-6050-7090-5999	09/09/2021	BMT SAFE & LOCK - EQUIPMENT MAINTE EQUIP SUPPLIES/MAINT -	0.00	8.58	
<u>24270741202900</u>	Invoice 100-2050-7070-0000	09/09/2021	IMAGE ONE CAMERA - DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	125.00	
<u>24270741202900</u>	Invoice 100-2050-7070-0000	09/09/2021	IMAGE ONE CAMERA - DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	32.61	
<u>24323001194207</u>	Invoice 100-2050-7066-0000	09/09/2021	CA PEACE OFFICER - EMPLOYEE TRAINING TRAVEL, EDUCATION, TRA	0.00	250.00	
<u>24323031207200</u>	Invoice 100-0000-2026-0000	09/09/2021	RESOURCE BLDG MATERIAL - ACCOUNTS PAYABLE SUSP	0.00	22.21	
<u>24323031209200</u>	Invoice 100-6050-7090-5400	09/09/2021	RESOURCE BLDG MATERIAL - EQUIPMENT EQUIP SUPPLIES/MAINT -	0.00	20.31	
<u>24377351204000</u>	Invoice 100-6050-7090-0000	09/09/2021	AL'S KUBOTA - EQUIPMENT MAINTENANC EQUIPMENT SUPPLIES/M	0.00	156.43	
<u>24399001211295</u>	Invoice 100-2050-7025-0000	09/09/2021	BEST BUY - OFFICE SUPPLIES OFFICE SUPPLIES	0.00	45.22	

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<u>24427331207120</u>	Invoice 750-7000-7050-0000	09/09/2021	MIMBRES FOOD MART - FUEL FUEL	0.00	24.17	
<u>24431051205838</u>	Invoice 100-6050-7090-5999	09/09/2021	NAPA AUTO PARTS - EQUIPMENT MAINT EQUIP SUPPLIES/MAINT - NAPA AUTO PARTS - EQUIPMEN	0.00	159.27	
<u>24431051205838</u>	Invoice 100-6050-7090-5999	09/09/2021	NAPA AUTO PARTS - EQUIPMENT MAINT EQUIP SUPPLIES/MAINT - NAPA AUTO PARTS - EQUIPMEN	0.00	23.13	
<u>24431051205838</u>	Invoice 700-4050-7070-0000	09/09/2021	O'REILLYs - DEPT SUPPLIES SPECIAL DEPT SUPPLIES O'REILLYs - DEPT SUPPLIES	0.00	190.62	
<u>24435651210200</u>	Invoice 100-0000-2026-0000	09/09/2021	NATIONAL STORMWATER - ACCOUNTS PAYABLE SUSP NATIONAL STORMWATER -	0.00	824.00	
<u>24445001212400</u>	Invoice 100-2050-7070-0000	09/09/2021	WALMART - DEPT SUPPLIES SPECIAL DEPT SUPPLIES WALMART - DEPT SUPPLIES	0.00	36.04	
<u>24492151200717</u>	Invoice 100-1200-7020-0000	09/09/2021	PRESENTER MEDIA - SUBSCRIPTION ADVERTISING PRESENTER MEDIA - SUBSCRIPTI	0.00	59.95	
<u>24492151202637</u>	Invoice 100-1350-7066-0000	09/09/2021	CVENT.COM - STATE CONFERENCE MEETI TRAVEL, EDUCATION, TRA CVENT.COM - STATE CONFEREN	0.00	200.00	
<u>24492151209852</u>	Invoice 100-1550-7040-0000	09/09/2021	AMERICA FLAG - COMMUNITY EVENT SUP RECREATION PROGRAMS AMERICA FLAG - COMMUNITY E	0.00	199.99	
<u>24492151214854</u>	Invoice 100-1050-7035-0000 100-1200-7035-0000	09/09/2021	BMT CHAMBER - GOOD MORNING BREAK LOCAL MEETINGS BMT CHAMBER - GOOD MORNI LOCAL MEETINGS BMT CHAMBER - GOOD MORNI	0.00	66.00	
<u>24492151215740</u>	Invoice 100-1050-7035-0000	09/09/2021	BMT CHAMBER - GOOD MORNING BREAK LOCAL MEETINGS BMT CHAMBER - GOOD MORNI	0.00	22.00	
<u>24492151215854</u>	Invoice 100-1240-7035-0000	09/09/2021	BMT CHAMBER - MEMBER MEETING LOCAL MEETINGS BMT CHAMBER - MEMBER MEE	0.00	22.00	
<u>24492151216713</u>	Invoice 100-6000-7022-6045	09/09/2021	SESAC - LICENSE LICENSE, PERMITS, FEES - SESAC - LICENSE	0.00	195.60	
<u>24492151218741</u>	Invoice 100-2050-7025-0000	09/09/2021	AMERICAN OFFICE - OFFICE SUPPLIES OFFICE SUPPLIES AMERICAN OFFICE - OFFICE SUP	0.00	9.55	
<u>24493981203400</u>	Invoice 100-2050-7035-0000	09/09/2021	FRIJOLEs - MEETING SUPPLIES LOCAL MEETINGS FRIJOLEs - MEETING SUPPLIES	0.00	271.54	
<u>24559301211900</u>	Invoice 100-0000-2026-0000	09/09/2021	CRRA - ACCOUNTS PAYABLE SUSP CRRA -	0.00	575.00	
<u>24559301215900</u>	Invoice 100-2030-7030-0000	09/09/2021	CACEO - MEMBERSHIP J. NUNEZ DUES & SUBSCRIPTIONS CACEO - MEMBERSHIP J. NUNEZ	0.00	95.00	
<u>24692161193100</u>	Invoice 100-6050-7090-5999	09/09/2021	HOME DEPOT - EQUIPMENT MAINTENAN EQUIP SUPPLIES/MAINT - HOME DEPOT - EQUIPMENT MA	0.00	217.34	
<u>24692161195100</u>	Invoice 500-0000-8030-0000	09/09/2021	HOME DEPOT - BUILDING MAINTENANCE INFRASTRUCTURE IMPRO HOME DEPOT - BUILDING MAIN	0.00	225.38	
<u>24692161195100</u>	Invoice 500-0000-8030-0000	09/09/2021	HOME DEPOT - BUILDING MAINTENANCE INFRASTRUCTURE IMPRO HOME DEPOT - BUILDING MAIN	0.00	668.80	
<u>24692161195100</u>	Invoice 100-1200-7025-0000	09/09/2021	UPS STORE - OFFICE SUPPLIES OFFICE SUPPLIES UPS STORE - OFFICE SUPPLIES	0.00	28.03	
<u>24692161196100</u>	Invoice 100-3250-7070-0000	09/09/2021	HOME DEPOT - DEPT SUPPLIES SPECIAL DEPT SUPPLIES HOME DEPOT - DEPT SUPPLIES	0.00	297.79	
<u>24692161197100</u>	Invoice 100-1200-7065-0000	09/09/2021	BIG TIME DESIGN - EMPLOYEE UNIFORMS UNIFORMS BIG TIME DESIGN - EMPLOYEE U	0.00	51.72	
<u>24692161201100</u>	Invoice 700-4050-7068-0000	09/09/2021	DMS CRANE SERVICE - PROFESSIONAL SE CONTRACTUAL SERVICES DMS CRANE SERVICE - PROFESSI	0.00	811.20	
<u>24692161205100</u>	Invoice 700-4050-7070-0000	09/09/2021	HOME DEPOT - DEPT SUPPLIES SPECIAL DEPT SUPPLIES HOME DEPOT - DEPT SUPPLIES	0.00	97.29	
<u>24692161207100</u>	Invoice	09/09/2021	WALL STREET JOURNAL - SUBSCRIPTION	0.00	4.00	

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	<u>100-1200-7030-0000</u>		DUES & SUBSCRIPTIONS WALL STREET JOURNAL - SUBSC		4.00	
<u>24692161208100</u>	Invoice	09/09/2021	BIG TIME DESIGN -	0.00	258.60	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES BIG TIME DESIGN -		258.60	
<u>24692161213100</u>	Invoice	09/09/2021	STARBUCKS - DEPT SUPPLIES	0.00	35.90	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES STARBUCKS - DEPT SUPPLIES		35.90	
<u>24692161217100</u>	Invoice	09/09/2021	HOME DEPOT - DEPT SUPPLIES	0.00	396.64	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES HOME DEPOT - DEPT SUPPLIES		396.64	
<u>24692161222100</u>	Invoice	09/09/2021	BMT POWER EQUIPMENT - DEPT SUPPLIE	0.00	20.00	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES BMT POWER EQUIPMENT - DEP		20.00	
<u>24717051197131</u>	Invoice	09/09/2021	91 EXPRESS LANE -	0.00	5.50	
	<u>100-0000-2026-0000</u>		ACCOUNTS PAYABLE SUSP 91 EXPRESS LANE -		5.50	
<u>24717051219132</u>	Invoice	09/09/2021	BATTERY BARN - VEHICLE MAINTENANCE	0.00	115.51	
	<u>700-4050-7037-0000</u>		VEHICLE MAINTENANCE BATTERY BARN - VEHICLE MAIN		115.51	
<u>24755421196261</u>	Invoice	09/09/2021	WELDORS SUPPLY - VEHICLE MAINTENAN	0.00	80.00	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE WELDORS SUPPLY - VEHICLE MA		80.00	
<u>24755421212162</u>	Invoice	09/09/2021	HILTON GARDEN INN - TRAVEL FOR TRAIN	0.00	679.20	
	<u>750-7000-7066-0000</u>		TRAVEL, EDUCATION, TRA HILTON GARDEN INN - TRAVEL F		679.20	
<u>24767901217075</u>	Invoice	09/09/2021	CED - BUILDING MAINTENANCE	0.00	64.65	
	<u>100-6000-7085-6025</u>		BLDG MAINT - CITY HALL CED - BUILDING MAINTENANCE		64.65	
<u>24801971196690</u>	Invoice	09/09/2021	CA WATER ENVIRONMENTAL - RENEWAL	0.00	192.00	
	<u>700-4050-7030-0000</u>		DUES & SUBSCRIPTIONS CA WATER ENVIRONMENTAL - R		192.00	
<u>24801971204690</u>	Invoice	09/09/2021	CA WATER ENVIRONMENTAL - MEMBERS	0.00	192.00	
	<u>700-4050-7030-0000</u>		DUES & SUBSCRIPTIONS CA WATER ENVIRONMENTAL -		192.00	
<u>24801971218690</u>	Invoice	09/09/2021	CA WATER ENVIRONMENTAL - MEMBERS	0.00	192.00	
	<u>700-4050-7030-0000</u>		DUES & SUBSCRIPTIONS CA WATER ENVIRONMENTAL -		192.00	
<u>24941661221200</u>	Invoice	09/09/2021	BLAUER MANUFACTURING - EMPLOYEE U	0.00	359.91	
	<u>100-2050-7065-0000</u>		UNIFORMS BLAUER MANUFACTURING - EM		359.91	
<u>24943001207708</u>	Invoice	09/09/2021	HOLIDAY INN - EMPLOYEE TRAVEL FOR TR	0.00	116.14	
	<u>750-7000-7066-0000</u>		TRAVEL, EDUCATION, TRA HOLIDAY INN - EMPLOYEE TRAV		116.14	
<u>24943011195010</u>	Invoice	09/09/2021	HOME DEPOT - BUILDING MAINTENANCE	0.00	39.58	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO HOME DEPOT - BUILDING MAIN		39.58	
<u>24943011197010</u>	Invoice	09/09/2021	HOME DEPOT - BUILDING MAINTENANCE	0.00	45.77	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO HOME DEPOT - BUILDING MAIN		45.77	
<u>24943011205010</u>	Invoice	09/09/2021	HOME DEPOT - EQUIPMENT MAINTENAN	0.00	79.69	
	<u>100-6050-7090-5999</u>		EQUIP SUPPLIES/MAINT - HOME DEPOT - EQUIPMENT MA		79.69	
<u>24943011205010</u>	Invoice	09/09/2021	HOME DEPOT - BUILDING MAINTENANCE	0.00	43.05	
	<u>100-6000-7085-6045</u>		BLDG MAINT- COMMUNI HOME DEPOT - BUILDING MAIN		43.05	
<u>24943011208010</u>	Invoice	09/09/2021	HOME DEPOT - EQUIPMENT MAINTENAN	0.00	10.74	
	<u>100-6050-7090-5300</u>		SPEC DEPT EXP - SENECA HOME DEPOT - EQUIPMENT MA		10.74	
<u>24943011208010</u>	Invoice	09/09/2021	HOME DEPOT -	0.00	30.89	
	<u>100-0000-2026-0000</u>		ACCOUNTS PAYABLE SUSP HOME DEPOT -		30.89	
<u>24943011208010</u>	Invoice	09/09/2021	HOME DEPOT - EQUIPMENT MAINTENAN	0.00	59.21	
	<u>100-6050-7090-5450</u>		EQUIP SUPPLIES/MAINT - HOME DEPOT - EQUIPMENT MA		59.21	
<u>24943011209010</u>	Invoice	09/09/2021	HOME DEPOT - BUILDING MAINTENANCE	0.00	106.60	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO HOME DEPOT - BUILDING MAIN		106.60	
<u>24943011211010</u>	Invoice	09/09/2021	HOME DEPOT - EQUIPMENT MAINTENAN	0.00	37.66	
	<u>100-6050-7090-5999</u>		EQUIP SUPPLIES/MAINT - HOME DEPOT - EQUIPMENT MA		37.66	
<u>24943011216010</u>	Invoice	09/09/2021	HOME DEPOT - BUILDING MAINTENANCE	0.00	52.49	
	<u>100-6000-7085-6041</u>		BLDG MAINT - POLICE AN HOME DEPOT - BUILDING MAIN		52.49	
<u>24943011216010</u>	Invoice	09/09/2021	HOME DEPOT - BUILDING MAINTENANCE	0.00	4.01	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO HOME DEPOT - BUILDING MAIN		4.01	
<u>24943011217010</u>	Invoice	09/09/2021	HOME DEPOT - BUILDING MAINTENANCE	0.00	53.84	

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	<u>100-6000-7085-6065</u>	BLDG MAINT - 550 CALIF	HOME DEPOT - BUILDING MAIN		53.84	
<u>24943011217010</u>	Invoice	09/09/2021	HOME DEPOT - BUILDING MAINTENANCE	0.00	14.96	
	<u>100-6000-7085-6025</u>	BLDG MAINT - CITY HALL	HOME DEPOT - BUILDING MAIN		14.96	
<u>24943011217010</u>	Invoice	09/09/2021	HOME DEPOT - BUILDING MAINTENANCE	0.00	33.07	
	<u>100-6000-7085-6041</u>	BLDG MAINT - POLICE AN	HOME DEPOT - BUILDING MAIN		33.07	
<u>24943011218010</u>	Invoice	09/09/2021	HOME DEPOT - DEPT SUPPLIES	0.00	12.52	
	<u>700-4050-7070-0000</u>	SPECIAL DEPT SUPPLIES	HOME DEPOT - DEPT SUPPLIES		12.52	
<u>24943011218010</u>	Invoice	09/09/2021	HOME DEPOT - BUILDING MAINTENANCE	0.00	13.82	
	<u>100-6000-7085-6041</u>	BLDG MAINT - POLICE AN	HOME DEPOT - BUILDING MAIN		13.82	
<u>24943011222010</u>	Invoice	09/09/2021	HOME DEPOT - BUILDING MAINTENANCE	0.00	15.44	
	<u>100-6000-7085-6041</u>	BLDG MAINT - POLICE AN	HOME DEPOT - BUILDING MAIN		15.44	
<u>24943011222010</u>	Invoice	09/09/2021	HOME DEPOT - BUILDING MAINTENANCE	0.00	2.66	
	<u>100-6000-7085-5999</u>	BLDG MAINT - ALL PARKS	HOME DEPOT - BUILDING MAIN		2.66	
<u>74943011216010</u>	Credit Memo	09/09/2021	HOME DEPOT - BUILDING MAINTENANCE	0.00	-17.20	
	<u>500-0000-8030-0000</u>	INFRASTRUCTURE IMPRO	HOME DEPOT - BUILDING MAIN		-17.20	
1050	AMAZON CAPITAL SERVICES	09/09/2021	Regular	0.00	760.59	110090
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>1C9T-RDX3-KHKD</u>	Invoice	09/09/2021	DEPT SUPPLIES	0.00	678.94	
	<u>700-4050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		678.94	
<u>1JTC-X1X4-HWH</u>	Invoice	09/09/2021	OFFICE SUPPLIES	0.00	81.65	
	<u>100-2150-7025-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES		81.65	
3831	ANIMAL PEST MANAGEMENT SERVICES, INC	09/09/2021	Regular	0.00	227.50	110091
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>649924</u>	Invoice	09/09/2021	PROFESSIONAL SERVICES	0.00	227.50	
	<u>700-4050-7068-0000</u>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		227.50	
1100	AUTOZONE	09/09/2021	Regular	0.00	79.97	110092
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>2882797639</u>	Invoice	09/09/2021	VEHICLE MAINTENANCE	0.00	79.97	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		79.97	
1139	BEAUMONT POLICE OFFICERS ASSOCIATION	09/09/2021	Regular	0.00	3,705.00	110093
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>08/13/21</u>	Invoice	09/09/2021	POLICE DUES	0.00	3,705.00	
	<u>100-0000-2035-0000</u>	C.O.P.S. DUES	POLICE DUES		3,705.00	
4360	BLECKERT'S POWER SERVICES	09/09/2021	Regular	0.00	6,050.04	110094
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>1048</u>	Invoice	09/09/2021	PROFESSIONAL SERVICES	0.00	6,050.04	
	<u>700-4050-7068-0000</u>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		6,050.04	
1196	CALIFORNIA BUILDING OFFICIALS	09/09/2021	Regular	0.00	1,830.00	110095
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>14489</u>	Invoice	09/09/2021	EMPLOYEE TRAINING	0.00	650.00	
	<u>100-2150-7066-0000</u>	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING		650.00	
<u>14498</u>	Invoice	09/09/2021	EMPLOYEE TRAINING	0.00	70.00	
	<u>240-2330-7066-0000</u>	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING		70.00	
<u>14502</u>	Invoice	09/09/2021	EMPLOYEE TRAINING	0.00	1,040.00	
	<u>100-2150-7066-0000</u>	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING		1,040.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>14561</u>	Invoice 240-2330-7066-0000	09/09/2021	EMPLOYEE TRAINING TRAVEL, EDUCATION, TRA EMPLOYEE TRAINING	0.00	70.00 70.00	
1302	CLINICAL LABORATORY OF SAN BERNARDINO, I	09/09/2021	Regular	0.00	1,455.00	110096
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>21E0909</u>	Invoice 700-4050-7068-0000	09/09/2021	PROFESSIONAL SERVICES CONTRACTUAL SERVICES PROFESSIONAL SERVICES	0.00	1,455.00 1,455.00	
1310	COLONIAL LIFE	09/09/2021	Regular	0.00	289.46	110097
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>CD 08/13/21</u>	Invoice 100-0000-2051-0000	09/09/2021	OPTIONAL EMPLOYEE INSURANCE COLONIAL INS-WITHHOL OPTIONAL EMPLOYEE INSURAN	0.00	289.46 289.46	
4209	COMMERCIAL CLEANING SOLUTIONS INC	09/09/2021	Regular	0.00	14,176.59	110098
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>36334</u>	Invoice 100-6000-7068-6025 100-6000-7068-6026 100-6000-7068-6031 100-6000-7068-6040 100-6000-7068-6041 100-6000-7068-6045 100-6000-7068-6060 700-4050-7068-0000 750-7000-7068-0000 750-7300-7068-0000	09/09/2021	Janitorial Services CONTRACTUAL SVC - CITY CONTRACTUAL SVC - CITY CONTRACTUAL SVC - CITY CONTRACTUAL SVC- POLI CONTRACTUAL SVC- POLI CONTRACTUAL SVC- COM CONTRACTUAL SVC- 713 CONTRACTUAL SERVICES CONTRACTUAL SERVICES CONTRACTUAL SERVICES	0.00	14,176.59 5,792.00 490.00 265.00 2,105.00 265.00 4,056.59 85.00 490.00 498.00 130.00	
1344	CREATIVE BUS SALES, INC	09/09/2021	Regular	0.00	2,019.65	110099
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>5215538</u>	Invoice 750-7400-7037-0000	09/09/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	1,211.07 1,211.07	
<u>5218246</u>	Invoice 750-7400-7037-0000	09/09/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	808.58 808.58	
1501	FAIRVIEW FORD	09/09/2021	Regular	0.00	429.87	110100
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>824533</u>	Invoice 750-7600-7037-0000	09/09/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	84.87 84.87	
<u>C88198</u>	Invoice 100-2030-7037-0000	09/09/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	345.00 345.00	
1518	FLYERS ENERGY	09/09/2021	Regular	0.00	1,315.90	110101
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>CFS-2722556</u>	Invoice 750-7600-7050-0000 750-7800-7050-0000 750-7900-7050-0000	09/09/2021	FUEL EXPENSE FUEL FUEL FUEL	0.00	1,315.90 196.94 588.97 529.99	
3683	MASTER'S COFFEE AND WATER	09/09/2021	Regular	0.00	55.93	110102
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>0000000280510</u>	Invoice 700-4050-7025-0000	09/09/2021	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	0.00	55.93 55.93	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1984	NAPA AUTO PARTS	09/09/2021	Regular	0.00	108.03	110103
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>159027</u>	Invoice	09/09/2021	VEHICLE MAINTENANCE	0.00	9.05	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		9.05	
<u>159623</u>	Invoice	09/09/2021	VEHICLE MAINTENANCE	0.00	48.99	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		48.99	
<u>159648</u>	Credit Memo	09/09/2021	EQUIPMENT MAINTENANCE	0.00	-19.40	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		-19.40	
<u>159864</u>	Invoice	09/09/2021	VEHICLE MAINTENANCE	0.00	16.69	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		16.69	
<u>160226</u>	Invoice	09/09/2021	VEHICLE MAINTENANCE	0.00	18.80	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		18.80	
<u>160846</u>	Invoice	09/09/2021	VEHICLE MAINTENANCE	0.00	33.90	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		33.90	
3538	NUCKLES OIL COMPANY INC	09/09/2021	Regular	0.00	933.30	110104
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>663276</u>	Invoice	09/09/2021	FUEL EXPENSE	0.00	244.71	
	<u>700-4050-7050-0000</u>		FUEL		244.71	
<u>663277</u>	Invoice	09/09/2021	FUEL EXPENSE	0.00	688.59	
	<u>700-4050-7050-0000</u>		FUEL		688.59	
3028	OFFICE SOLUTIONS	09/09/2021	Regular	0.00	36,886.77	110105
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>08/13/21</u>	Invoice	09/09/2021	CUBICLES FOR WEST END ADMIN OFFICES	0.00	36,886.77	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		36,886.77	
2009	O'REILLY AUTO PARTS	09/09/2021	Regular	0.00	728.69	110106
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>2678-371813</u>	Invoice	09/09/2021	VEHICLE MAINTENANCE	0.00	9.92	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		9.92	
<u>2678-372258</u>	Invoice	09/09/2021	VEHICLE MAINTENANCE	0.00	44.16	
	<u>750-7800-7037-0000</u>		VEHICLE MAINTENANCE		44.16	
<u>2678-372392</u>	Invoice	09/09/2021	VEHICLE MAINTENANCE	0.00	6.04	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		6.04	
<u>2678-372589</u>	Invoice	09/09/2021	VEHICLE MAINTENANCE	0.00	29.44	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		29.44	
<u>2678-372595</u>	Invoice	09/09/2021	VEHICLE MAINTENANCE	0.00	296.19	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		296.19	
<u>2678-372668</u>	Invoice	09/09/2021	VEHICLE MAINTENANCE	0.00	58.96	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		58.96	
<u>2678-373721</u>	Invoice	09/09/2021	VEHICLE MAINTENANCE	0.00	94.66	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		94.66	
<u>2678-373854</u>	Invoice	09/09/2021	VEHICLE MAINTENANCE	0.00	189.32	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		189.32	
4170	PACIFIC STAR CHEMICAL, LLC	09/09/2021	Regular	0.00	4,115.36	110107
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>201488</u>	Invoice	09/09/2021	Chemical Supplies for WWTP	0.00	4,115.36	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		4,115.36	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2039	PARKHOUSE TIRE, INC.	09/09/2021	Regular	0.00	2,477.97	110108
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>2030203874</u>	Invoice	09/09/2021	VEHICLE MAINTENANCE	0.00	643.16	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		643.16	
<u>2030204504</u>	Invoice	09/09/2021	VEHICLE MAINTENANCE	0.00	550.87	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		550.87	
<u>2030204556</u>	Invoice	09/09/2021	EQUIPMENT MAINTENANCE	0.00	578.45	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		578.45	
<u>2030204557</u>	Invoice	09/09/2021	EQUIPMENT MAINTENANCE	0.00	705.49	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		705.49	
2072	POLYDYNE, INC.	09/09/2021	Regular	0.00	11,491.14	110109
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>1569883</u>	Invoice	09/09/2021	CHEMICALS & SUPPLIES	0.00	5,745.57	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		5,745.57	
<u>1571576</u>	Invoice	09/09/2021	CHEMICALS & SUPPLIES	0.00	5,745.57	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		5,745.57	
2076	PRINTING & PROMOTION PLUS, INC.	09/09/2021	Regular	0.00	712.11	110110
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>80573</u>	Invoice	09/09/2021	OFFICE SUPPLIES	0.00	712.11	
	<u>100-1225-7025-0000</u>		OFFICE SUPPLIES		712.11	
3652	PRUDENTIAL OVERALL SUPPLY	09/09/2021	Regular	0.00	89.43	110111
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>23202918</u>	Invoice	09/09/2021	WW - Prudential Uniforms	0.00	89.43	
	<u>700-4050-7065-0000</u>		UNIFORMS		89.43	
4115	SAN BERNARDINO VALLEY MUNICIPAL WATER	09/09/2021	Regular	0.00	22,474.90	110112
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>3686</u>	Invoice	09/09/2021	IEBL DISCHARGE FEES MAY 2021	0.00	11,237.45	
	<u>700-4050-7089-0000</u>		BRINE LINE MAINTENANC		11,237.45	
<u>3696</u>	Invoice	09/09/2021	IEBL DISCHARGE FEES JUNE 2021	0.00	11,237.45	
	<u>700-4050-7089-0000</u>		BRINE LINE MAINTENANC		11,237.45	
3716	SCCI, INC	09/09/2021	Regular	0.00	250.00	110113
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>201201</u>	Invoice	09/09/2021	EMPLOYEE TRAINING	0.00	250.00	
	<u>700-4050-7066-0000</u>		TRAVEL, EDUCATION, TRA		250.00	
3874	THE PAPE GROUP INC	09/09/2021	Regular	0.00	830.50	110114
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>7014961</u>	Invoice	09/09/2021	EQUIPMENT MAINTENANCE	0.00	830.50	
	<u>700-4050-7090-0000</u>		EQUIPMENT SUPPLIES/M		830.50	
2456	TURF STAR, INC.	09/09/2021	Regular	0.00	68.51	110115
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>7187886-00</u>	Invoice	09/09/2021	EQUIPMENT MAINTENANCE	0.00	15.02	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		15.02	
<u>7187886-01</u>	Invoice	09/09/2021	EQUIPMENT MAINTENANCE	0.00	53.49	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		53.49	
2459	UFI URBAN FUTURES	09/09/2021	Regular	0.00	1,734.66	110116
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>ADT-2021-26</u>	Invoice	09/09/2021	PROFESSIONAL SERVICES	0.00	200.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	200.00	
<u>CD20211061</u>	Invoice	09/09/2021	PROFESSIONAL SERVICES	0.00	1,534.66	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	1,534.66	
2461	UNDERGROUND SERVICE ALERT	09/09/2021	Regular	0.00	267.41	110117
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>820210051</u>	Invoice	09/09/2021	DIG ALERT - SEWER	0.00	173.35	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES	DIG ALERT - SEWER	173.35	
<u>DSB20204114</u>	Invoice	09/09/2021	DIG ALERT - SEWER	0.00	94.06	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES	DIG ALERT - SEWER	94.06	
3675	ZENITH AMERICAN SOLUTIONS	09/09/2021	Regular	0.00	15.66	110118
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>PD 08/13/21</u>	Invoice	09/09/2021	OPTIONAL EMPLOYEE INSURANCE	0.00	15.66	
	<u>100-0000-2085-0000</u>		ZENITH WITHHOLDING	OPTIONAL EMPLOYEE INSURAN	15.66	
3457	ZONAR SYSTEMS	09/09/2021	Regular	0.00	385.67	110119
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>SI518440</u>	Invoice	09/09/2021	EQUIPMENT SUPPLIES	0.00	385.67	
	<u>760-0000-1615-0000</u>		EQUIPMENT	EQUIPMENT SUPPLIES	385.67	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	57	30	0.00	115,965.61
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	105	2	0.00	15,638.75
	162	32	0.00	131,604.36

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	57	30	0.00	115,965.61
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	105	2	0.00	15,638.75
	162	32	0.00	131,604.36

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2021	131,604.36
			131,604.36



Staff Report

TO: City Council

FROM: Todd Parton, City Manager

DATE: September 21, 2021

SUBJECT: **Second Reading of Ordinance Rescinding All Prior Approvals for the Legacy Highlands Specific Plan Project**

Background and Analysis:

The following project entitlements related to the proposed Legacy Highlands Specific Plan Project ("Project") were previously considered and approved by the City Council on January 15, 2008:

- Resolution No. 2008-05 certifying the Final Environmental Impact Report ("EIR") for the Project,
- Resolution No. 2008-06 adopting Specific Plan No. 07-02,
- Resolution No. 2008-07 requesting initiation of annexation proceedings,
- Ordinance No. 924 adopting a zone change to pre-zone the Project area from County of Riverside W-2 (Controlled Development) to City of Beaumont SP-A (Specific Plan Area) and R-R (Rural Residential), and
- Ordinance No. 925 adopting the Development Agreement between the City of Beaumont and The Preserve LLC.

CEQA Lawsuit and Judgment: Following a final action by the City, a lawsuit was filed under the California Environmental Quality Act ("CEQA") in February 2008, challenging the City's actions. A hearing on the writ petition was conducted in February 2009. The Court found the EIR deficient with respect to water supply impacts and alternatives analysis. Further, the court held that the statement of Overriding Consideration did not comply with CEQA. The remaining challenges to the EIR were found to be without merit. A statement of decision, judgment and peremptory writ of mandate ("Writ") were issued on March 30, 2009, that directed the City to set aside and vacate its certification of the final EIR for the Project. In addition, the court directed City set aside and vacate the land use approvals related to the Project.

Bankruptcy Proceeding: The Preserve, LLC, the Project's applicant, filed a Chapter 11 bankruptcy case in the United States Bankruptcy Court, Central District of California during the CEQA litigation, which was subsequently converted to one under Chapter 7. In December 2008, the United States Bankruptcy Court entered an order granting relief from the automatic stay to permit the CEQA action to proceed.

Enacting Resolution No. 2009-24: On June 30, 2009, the City complied with the judgment and the Writ by enacting Resolution No. 2009-24, which rescinded all prior approvals for the Project. Specifically, the City Council set aside and vacated its (a) adoption of Resolution No. 2008-05; and (b) approvals of the Legacy Highlands Project, including the Legacy Highlands Specific Plan and the development agreement.

Stipulation Voiding Resolution No. 2009-24: In the fall of 2017, The Preserve, LLC, asserted that the City violated the automatic stay of the bankruptcy court by enacting Resolution 2009-24. The City disputed such assertion. Nevertheless, out of an abundance of caution, the parties stipulated that Resolution 2009-24 was enacted in violation of the automatic stay and thus was void, withdrawn and cancelled. In December 2017, the stipulation was approved by the United States Bankruptcy Court.

Partially Recirculated Environmental Impact Report: The purchaser of the Project has prepared a Partially Recirculated Environmental Impact Report ("PREIR") based on the CEQA judgment. The PREIR was circulated for a 45-day review period: December 14, 2020, through January 28, 2021. A final PREIR was prepared and submitted to the City on February 3, 2021, and was ready for review and approval or disapproval by the City. However, in light of the stipulation, the City could not take any action related to the final PREIR until the automatic stay was lifted. To do otherwise would not only be in direct violation of the stipulation, but also in violation of the judgment and the Writ. The purchaser of the Project disagreed with the City's position that it needed to comply with the judgment and writ in the CEQA action.

Motion for Relief from the Automatic Bankruptcy Stay: On May 21, 2021, the City filed a Notice of Motion and Motion for Relief from the Automatic Stay under 11 U.S.C. § 362 in the United States Bankruptcy Court. After reviewing the pleadings submitted by the parties, and after conducting a hearing, the United States Bankruptcy Court granted the City's motion for relief from automatic stay on June 29, 2021. The Court ordered, among other things, that the City may comply with the Statement of Decision, the judgment and the Writ in the Riverside County Superior Court CEQA action, and review and act upon the currently proposed final PREIR.

PROJECT CASE HISTORY:

Project Location: The Project site is located southerly of SR-60 and westerly of SR-79 in unincorporated Riverside County, adjacent to the boundary of the City of Beaumont. The Project site lies within the City of Beaumont Sphere of Influence (SOI) and would be annexed to the City as one of the Project's requested discretionary actions.

Project Summary: The Project would provide for a total of up to 2,868 dwelling units (1,107 single family residential units + 1,761 active adult, low density residential units), 100 acres (approximately 1.20 million square feet) of commercial/industrial uses, a 20-acre school site, various neighborhood parks, undeveloped open space, and all supporting infrastructure and utilities. In addition to approval of the specific plan, the Project required approval by the City Council of a zone change to pre-zone 1,616.89 acres of land from County of Riverside W-2 (Controlled Development) to City of Beaumont SP-A (Specific Plan Area) and R-R (Rural Residential). The Project also required the City Council to request the Local Agency Formation Commission of Riverside County to initiate proceedings for the annexation of the Project area to the City of Beaumont and concurrent detachment from the Riverside County Waste Management Resources District, and annexation to the Beaumont Cherry Valley Water District. The Project applicant also requested approval of a 25-year development agreement between the City of Beaumont and The Preserve, LLC, which would have given The Preserve, LLC, a vested right to develop and construct the Project in accordance with the entitlements received from the City pursuant to its discretionary approvals as well as all existing land use regulations and development standards in existence at the time the development agreement was approved.

CITY ACTIONS TO COMPLY WITH COURT ORDER:

As noted above, on March 30, 2009, the court issued a Writ and judgment directing the City to set aside and vacate its adoption of Resolution No. 2008-05 certifying the final Environmental Impact Report for the Project, adopting findings of facts and a statement of overriding considerations, and adopting the mitigation monitoring program pursuant to CEQA. The writ/judgment also directed the City to set aside and vacate its approvals of the Project, including the Legacy Highlands Specific Plan, and its adoption of Resolution No. 2008-06, Resolution No. 2008-07, Ordinance No. 924, and Ordinance No. 925.

The City has been unable to comply with the judgment and Writ in the Superior Court CEQA action because of the automatic stay imposed by the United States Bankruptcy Court. However, as set forth above, the automatic stay has now been lifted by the

Bankruptcy Court. Therefore, the City must comply with the statement of decision, the judgment and the Writ in the Riverside County Superior Court CEQA action. Once everything has been vacated, the next step will be to review and act upon the currently proposed final PREIR.

The action called upon City Council in order to comply with the judgment and peremptory Writ of mandate issued on March 30, 2009, by the Superior Court, will be to ordain the following rescission of prior approvals:

- Resolution No. 2008-05 certifying the Final Environmental Impact Report for the Project,
- Resolution No. 2008-06 adopting Specific Plan No. 07-02,
- Resolution No. 2008-07 requesting initiation of annexation proceedings,
- Ordinance No. 924 adopting a zone change to pre-zone the Project area from County of Riverside W-2 (Controlled Development) to City of Beaumont SP-A (Specific Plan Area) and R-R (Rural Residential), and
- Ordinance No. 925 adopting the Development Agreement between the City of Beaumont and The Preserve LLC.

Fiscal Impact:

City staff estimates the cost to prepare this report to be \$2,925.

Recommended Action:

Waive the full second reading and adopt by title only, “An Ordinance of the City Council of the City of Beaumont, California, Decertifying the Final Environmental Impact Report; Rescinding Adoption of Findings Statement of Overriding Considerations, Mitigation Monitoring and Reporting Program, Specific Plan No. 07-02, Pre-Zoning Ordinance No. 924, Development Agreement Ordinance No. 925, and Request for the Local Agency Formation Commission to Initiate Annexation Proceedings as to the Legacy Highlands Specific Plan, Site Plan, Land Division, Annexation, Pre-Zoning and Zoning.”

Attachments:

- A. Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, DECERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT; RESCINDING ADOPTION OF FINDINGS, STATEMENT OF OVERRIDING CONSIDERATIONS, MITIGATION MONITORING AND REPORTING PROGRAM, SPECIFIC PLAN NO. 07-02, PRE-ZONING ORDINANCE NO. 924, DEVELOPMENT AGREEMENT ORDINANCE NO. 925, AND REQUEST FOR THE LOCAL AGENCY FORMATION COMMISSION TO INITIATE ANNEXATION PROCEEDINGS AS TO THE LEGACY HIGHLANDS SPECIFIC PLAN, SITE PLAN, LAND DIVISION, ANNEXATION, PRE-ZONING AND ZONING

WHEREAS, The Preserve LLC applied for the approval of the Legacy Highlands Specific Plan for property located south of State Route 60 and west of State Route 79, within the City of Beaumont's sphere of influence, for the development of approximately 1,600 acres, including more than 700 acres of undeveloped open space, up to 2,868 residential units, 100 acres of commercial development, and supporting school, park, and recreation uses (the "Project"); and

WHEREAS, in addition to approval of the specific plan, the Project required approval by the City Council of a zone change to pre-zone 1,616.89 acres of land from County of Riverside W-2 (Controlled Development) to City of Beaumont SP-A (Specific Plan Area) and R-R (Rural Residential). The Project also required the City Council to request the Local Agency Formation Commission of Riverside County to initiate proceedings for the annexation of the Project area to the City of Beaumont and concurrent detachment from the Riverside County Waste Management Resources District, and annexation to the Beaumont Cherry Valley Water District. The Project applicant also requested approval of a 25 year Development Agreement between the City of Beaumont and The Preserve LLC which would have given The Preserve LLC a vested right to develop and construct the Project in accordance with the entitlements received from the City pursuant to its discretionary approvals as well as all existing land use regulations and development standards in existence at the time the Development Agreement was approved.

WHEREAS, the City of Beaumont conducted an extensive environmental review for this Project which included an Environmental Impact Report ("EIR") prepared by the independent firm of Applied Planning, Inc., with technical reports concerning biological resources, traffic and circulation, air quality, and noise. The following is a summary of the City's environmental review for this Project:

1. The City issued a Notice of Preparation ("NOP") of a Draft EIR ("DEIR") and associated Initial Study on March 28, 2005. The NOP and Initial Study

were circulated for public review and comment until April 26, 2005. A total of seven comment letters were received from state, regional and local agencies. Responses to comments on the NOP are included in Appendix A of the DEIR. Relevant comments received in response to the NOP were incorporated into the DEIR.

2. A Notice of Completion ("NOC") was sent with the DEIR to the State Clearinghouse on or around May 2, 2007. The City of Beaumont also provided a NOC and Availability to all organizations and individuals who had previously requested such notice, and published the NOC in The Weekly Record Gazette on April 27, 2007.
3. The DEIR was distributed for public review on May 2, 2007 for a 45-day review period with the comment period expiring on June 16, 2007. The City received 15 written comments on the DEIR at the close of the public review period. The Final Environmental Impact Report ("FEIR") includes responses to comments received through September 4, 2007, well past the public review period.
4. The Planning Commission held a duly noticed and advertised public hearing on November 13, 2007 to consider the FEIR, the specific plan, annexation, pre-zone, and the development agreement. The public hearing was closed, and the matter was continued to December 11, 2007 for further consideration and action; however, the Planning Commission was unable to take action on the matter due to a lack of a quorum of eligible Planning Commission members to vote on the matter. Accordingly, the matter was forwarded to City Council without a recommendation from the Planning Commission.
5. On January 15, 2008, the City Council held a duly noticed and advertised hearing on the matter. At the close of the public hearing, the City Council took the following actions:
 - a. Approved Resolution No. 2008-05 certifying the Final Environmental Impact Report for the Project;
 - b. Approved Resolution No. 2008-06 adopting Specific Plan No. 07-02;
 - c. Approved Resolution No. 2008-07 requesting initiation of annexation proceedings;
 - d. Approved Ordinance No. 924 adopting a zone change to pre-zone the Project area from County of Riverside W-2 (Controlled

- Development) to City of Beaumont SP-A (Specific Plan Area) and R-R (Rural Residential); and
- e. Approved Ordinance No. 925 adopting the Development Agreement between the City of Beaumont and The Preserve LLC.
6. On or about February 14, 2008, Cherry Valley Pass Acres and Neighbors ("CVPAN") and Cherry Valley Environmental Planning Group ("CVEPG") filed a petition for a writ of mandate and complaint for declaratory relief in an action entitled Cherry Valley Pass Acres and Neighbors v. City of Beaumont, et al., Case No. RIC492830 in the Riverside County Superior Court based, in part, on the following alleged violations of the California Environmental Quality Act ("CEQA"):
 - a. Failure to adequately analyze the Project's water impacts;
 - b. Failure to properly analyze cumulative impacts;
 - c. Failure to properly analyze growth inducing effects;
 - d. Failure to properly analyze Project alternatives; and
 - e. Failure to adopt an adequate statement of Overriding Considerations.
 7. The Preserve LLC filed a chapter 11 bankruptcy case in the United States Bankruptcy Court, Central District of California (Case No. 2:10-bk-18429-BB) on September 25, 2008, which was subsequently converted to one under chapter 7. On December 16, 2008, United States Bankruptcy Judge Sheri Bluebond entered an order granting relief from the automatic stay to permit the CEQA action to proceed.
 8. After reviewing the pleadings submitted by the parties, and after conducting a trial on the petition and complaint filed by CVPAN and CVEPG, Judge Mac Fisher of the Riverside County Superior Court issued a Statement of Decision on February 3, 2009, finding the EIR deficient with respect to water supply impacts and alternatives analysis. Further, the Court held that the statement of Overriding Consideration did not comply with CEQA. The remaining challenges to the EIR were found to be without merit.
 9. In accordance with the Statement of Decision, on March 30, 2009, Judge Fisher issued a judgment and writ of mandate directing the City to set aside and vacate its certification of the FEIR for the Project. In addition, the court directed to City to set aside and vacate the land use approvals related to the Project.
 10. On June 30, 2009, the City of Beaumont complied with the Judgment and the Writ by enacting Resolution No. 2009-24, which rescinded all prior

approvals for the Project. Specifically, the City Council set aside and vacated its (a) adoption of Resolution No. 2008-05; and (b) approvals of the Legacy Highlands Project, including the Legacy Highlands Specific Plan and the Development Agreement.

11. In the fall of 2017, The Preserve LLC asserted that the City of Beaumont violated the automatic stay by enacting Resolution No. 2009-24. The City disputed such assertion. Nevertheless, out of an abundance of caution, the parties stipulated that Resolution No. 2009-24 was enacted in violation of the automatic stay and thus was void, withdrawn and cancelled. On December 20, 2017, the Stipulation was approved by the United States Bankruptcy Court.
12. The purchaser of the Project has prepared a Partially Recirculated Environmental Impact Report (“PREIR”) based on the Statement of Decision. The PREIR was circulated for a 45-day review period: December 14, 2020 through January 28, 2021. A Final PREIR was prepared and submitted to the City on February 3, 2021 and was ready for review and approval or disapproval by the City. However, in light of the 2017 Stipulation, the City could not take any action related to the Final PREIR until the automatic stay was lifted. To do otherwise would not only be in direct violation of the Stipulation, but also in violation of the Judgment and the Writ. The purchaser of the Project disagreed with the City’s position that it needed to comply with the Judgment and Writ in the CEQA action.
13. On May 21, 2021, the City of Beaumont filed a Notice of Motion and Motion for Relief from the Automatic Stay under 11 U.S.C. § 362 in the United States Bankruptcy Court. After reviewing the pleadings submitted by the parties, and after conducting a hearing, Judge Bluebond of the United States Bankruptcy Court granted the City’s motion for relief from automatic stay on June 29, 2021. The Court ordered, among other things, that:
 - a. The City may take the PREIR Actions¹ as required or permitted by local and state law including, but not limited to complying with the Statement of Decision, the Judgment and the Writ in the Riverside County Superior Court CEQA action, and reviewing and acting upon the currently proposed Final PREIR; and

¹ The PREIR Actions is defined in the United States Bankruptcy Order to include, but are not limited to, reviewing and acting upon the Final PRIER, complying with the judgment and the writ in the Riverside County Superior Court, the related entitlements, the Legacy Highlands development agreement, specific plan, site plan, land division, annexation, pre-zoning and zoning, mitigation monitoring and reporting program, Findings of Facts and a Statement of Overriding Considerations, Resolution No. 2008-05, Resolution No. 2008-06, Resolution No. 2008-07, Ordinance No. 924 and Ordinance No. 925.

- b. The City Council and the Planning Commission shall retain any and all discretion and authority under CEQA, other state law as well as local law with regards to the PREIR Actions.

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

SECTION 1: Rescission of Prior Approvals

1. The City Council hereby sets aside and vacates its adoption of Resolution No. 2008-05 certifying the Final Environmental Impact Report for the Legacy Highlands Specific Plan, adopting Findings of Facts and a Statement of Overriding Considerations, and adopting the Mitigation Monitoring Program pursuant to the California Environmental Quality Act ("CEQA"); and
2. The City Council hereby sets aside and vacates its approvals of the Legacy Highlands Project, including the Legacy Highlands Specific Plan, and its adoption of Resolution No. 2008-06, Resolution No. 2008-07, Ordinance No. 924, and Ordinance No. 925.

SECTION 2: Effective Date

This ordinance shall take effect immediately upon its adoption.

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 17th day of August, 2021, by the following roll call vote:

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

Remainder of page intentionally left blank.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Beaumont, California, held on the 7th day of September, 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

Lloyd White, Mayor Pro Tem

Attest:

Steven Mehlman, City Clerk

Approved as to form:

John Pinkney, City Attorney



Staff Report

TO: City Council
FROM: Christina Taylor, Community Development Director
DATE: September 21, 2021
SUBJECT: **Third Amendment to the Contract with Lisa Wise Consulting for a One-Year Contract Extension for Continued Work on the Sixth Cycle Housing Element Update**

Background and Analysis:

On October 20, 2020, the City Council awarded a contract to Lisa Wise Consulting (LWC) for work on the City's Sixth Cycle Housing Element Update. The contract was initially approved for one year and is set to expire October 20, 2021.

Work on the Housing Element Update will be ongoing through the end of 2021. The scope of work for LWC also includes preparation of an accessory dwelling unit ordinance and objective design standards. Preparation and presentation of these items will continue beyond adoption of the housing element. There is no monetary change requested as part of this contract amendment. City staff is requesting City Council extend the contract for one additional year which will allow ample time to complete all work included in the contract scope.

Fiscal Impact:

This contract amendment provides solely for a one-year extension to the contract term. There are no changes to the fees or other costs associated with the contractor. City staff estimates it cost approximately \$175 to prepare this report.

Recommended Action:

Approve a one-year contract extension with Lisa Wise Consulting for ongoing work on the City's Sixth Cycle Housing Element Update.

Attachments:

- A. Contract Amendment

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

THIS THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 21st day of SEPTEMBER 2021, by and between the CITY OF BEAUMONT, a general law city, (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and LISA WISE CONSULTING, INCORPORATED, a California corporation whose address is 983 Osos Street, San Luis Obispo, CA 93401 (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

:

RECITALS

This Third Amendment is made with respect to the following facts and purpose that the parties agree are true and correct:

A. On October 20, 2020 the CITY and CONTRACTOR entered into that certain agreement entitled “Agreement of Services by Independent Contractor” (“Agreement”).

C. Term of Agreement states “...this agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.”

AMENDMENT

Section 1 of the Agreement is hereby amended to extend the ‘Term of Agreement’ for an additional one-year term, effective October 21, 2021, as allowed in Beaumont Municipal Code 3.01.040.

The recitals to this Amendment are deemed incorporated herein by this reference. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect. In the event of a conflict between the Agreement and this Amendment, this Amendment shall control.

[Signatures on following page]

SIGNATURE PAGE TO

CITY OF BEAUMONT
THIRD AMENDMENT

CITY:

CITY OF BEAUMONT

By: _____
Mike Lara, Mayor

CONTRACTOR:

LISA WISE CONSULTING

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney



Staff Report

TO: City Council
FROM: Todd Parton, City Manager
DATE: September 21, 2021
SUBJECT: Notice of Termination to T-Mobile Regarding a Communication Site Lease Agreement dated May 13, 1996

Background and Analysis:

In 1996, Pacific Bell Mobile Services entered into a Communications Site Lease Agreement with the City of Beaumont to place mobile communications equipment on the roof of City Hall, 550 East Sixth Street. The original term of the lease was five (5) years with three automatic renewals of five (5) years at the sole discretion of Pacific Bell Mobile Services or their assigns/successors. Since its original effective date this lease has been transferred to T-Mobile which did not require consideration or approval by the City. A copy of the lease is included as Attachment A to this report.

This lease has been automatically extended since June 30, 1996. The most recent automatic extension occurred July 1, 2018, and expires on June 30, 2023. After the first fifteen (15) years, the City of Beaumont may terminate the lease by providing written notice at least one hundred and eighty (180) days prior to the expiration date. Should the City of Beaumont opt to terminate this lease it must provide written notice by January 1, 2023.

Due to the age of the lease, there are many provisions that need to be reevaluated and many updates that need to be included. These issues range from the authorities granted by right to the lessee to the value of the monthly rental payment paid to the City. The original contract established a monthly rental rate of \$1,250 which has been increased annually by three percent (3%). The current monthly rental rate is now calculated to be approximately \$2,395.

Fiscal Impact:

City staff estimates that it cost approximately \$390 to prepare this report.

Recommended Action:

City staff recommends that the City Council direct the City Manager to provide written notice to T-Mobile of the City of Beaumont's intention to terminate the Communication Site Lease Agreement dated May 13, 1996.

Attachments:

- A. Communications Site Lease Agreement dated May 13, 1996

CM-451-11 (Apr 5)

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") is dated this 13 day of May 1996, by and between PACIFIC BELL MOBILE SERVICES, A CALIFORNIA CORPORATION ("Lessee") and THE CITY OF BEAUMONT ("Lessor").

The parties hereto agree as follows:

1. **Premises.** Lessor owns the real property legally described in Exhibit "A" commonly known as 550 East Sixth Street, Beaumont, CA 92263 (Assessor's Parcel Number 418-061-013). Subject to the following terms and conditions, Lessor leases to Lessee that portion of Lessor's property depicted in Exhibit "B", including any applicable easements for access and utilities (the "Premises").

2. **Use.** The Premises may be used by Lessee for any lawful activity in connection with the provision of mobile/wireless communications services, including without limitation, the transmission and reception of radio communication signals on various frequencies and the construction, maintenance and operation of communications facilities.

3. **Building Permit.** Upon the full execution of this Lease, Lessee shall apply for and provided Lessee complies with all adopted state and local building codes thereof, Lessor shall issue a local building permit at Lessee's sole cost and expense. Lessee shall pay Lessor a "Permit Phase Fee" as set forth in Section 4.

4. **Term.** The term of this Lease ("Term") shall be five (5) years commencing with the issuance of a local building permit allowing Lessee to construct its mobile/wireless communications facilities on the Premises, or June 30, 1996, whichever is earlier ("Commencement Date"). Lessee shall have the right to extend the Term of this Lease for five (5) additional terms ("Renewal Term") of five (5) years each. The terms and conditions for each Renewal Term shall be the same terms and conditions of this Lease, except that Rent shall be increased as set forth hereinbelow. This Lease shall automatically be extended for each successive five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least thirty (30) days prior to the expiration of the first five (5) year Term or any Renewal Term.

After the fifteenth (15th) anniversary of the Commencement Date, all Renewal Terms are subject to Lessee's and Lessor's mutual approval, which approval shall be deemed given unless the party deciding not to renew the lease notifies the other party in writing of such intention at least one hundred eighty (180) days prior to the expiration of the Renewal Term.

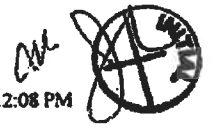
5. **Rent.** Following the full execution of this Lease, Lessee shall pay Lessor a Permit Phase Fee of Three Hundred Dollars (\$300.00). Lessee shall pay Lessor, as rent, the sum of One Thousand Two Hundred Fifty Dollars (\$1,250.00) ("Rent") per month. Rent shall be increased on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the Rent for the previous year. Rent shall be payable in advance on the 1st day of each month, in advance, to Lessor's address specified in Section 17, Miscellaneous.

Upon the Commencement Date, Lessee shall pay Lessor, in advance, the Rent for the first twelve (12) months of the Term of this Lease in the amount of Fifteen Thousand Dollars (\$15,000.00). Beginning on the first day of the thirteenth (13th) month of the Term of this Lease, Lessee shall pay Lessor the regular monthly Rent as determined by this Section and the terms and conditions of this Lease.

If the Commencement Date is other than the first day of a calendar month, Lessee may pay on the first day of the Term the prorated Rent for the remainder of the calendar month in which the Term commences, and thereafter, Lessee shall pay a full month's Rent on the first day of each calendar month.

6. **Improvements; Access.**

(a) Lessee shall have the right at any time following the full execution of this Lease and prior to the Commencement Date to enter the Premises for the purpose of making necessary inspections, engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Lessee's Facilities (as defined herein) and for the purpose of preparing for the construction of Lessee's Facilities. During any Tests, pre-construction work or construction, Lessee will have insurance as set forth in Section 12, Insurance, and will notify Lessor of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Lessor.



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(b) Subject to all the provisions of this Lease, Lessee may construct, maintain and operate on the Premises radio communications facilities, including but not limited to radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and improvements ("Lessee's Facilities"). In connection therewith and subject to Lessor's prior approval of plans as set forth herein, Lessee shall do all work reasonably necessary to prepare the Premises for Lessee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. Lessee's plans are subject to Lessor's reasonable approval which shall not be unreasonably withheld. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense, in conformance with applicable law and plans approved by Lessor, and in a good and workmanlike manner. Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee. All of Lessee's Facilities shall remain the property of Lessee and are not fixtures.

(c) Lessor shall provide access to Lessee, Lessee's employees, agents, contractors and subcontractors to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Lessee. Except during normal business hours, Lessee shall notify Lessor in advance of any access needed by Lessee by calling Lessor's police dispatcher at a number to be provided by Lessor. Lessor represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Lessee to the extent required to construct, maintain, install and operate Lessee's Facilities on the Premises.

(d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow access. If Lessee causes any damage to access roadways, Lessee shall promptly repair same, at its sole cost and expense.

(e) Subject to the issuance of a local building permit, Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Subject to Lessor's approval of the location and construction schedule, which approval shall not be unreasonably withheld, Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's properties in order to service the Premises and Lessee's Facilities. Upon Lessee's request, if required by the utility company, Lessor shall execute easement(s) or license(s) evidencing this right.

(f) Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facilities.

(g) Lessee shall remove all Lessee's Facilities at its sole expense on the cancellation, expiration or early termination of the Term or any Renewal Term. Lessee shall repair any damage to the Premises caused by such removal and shall return the Premises to the condition which existed on the Commencement Date, reasonable wear and tear and damages beyond the control or without the fault or neglect of Lessee excepted. Lessee shall remove all of Lessee's Facilities which are above ground. Upon removal of Lessee's Facilities, Lessee, however, shall not be required to remove any foundation, cables or wires, which are located below ground.

7. **Interference with Communications.** Lessee's Facilities shall not disturb the communications configurations, equipment and frequency which exist on Lessor's properties on the Commencement Date ("Pre-existing Communications") and Lessee's Facilities shall comply with all noninterference rules of the Federal Communications Commission ("FCC"). Lessor shall not permit the use of any portion of Lessor's Property in a way which interferes with the communications operations of Lessee described in Section 2, above, and Lessee shall not use Lessee's Facilities so as to interfere with the Pre-existing Communications operations of Lessor. If either party changes its communications operations after the Commencement Date, that party shall coordinate such change with the other party so as to ensure the changed communications operations do not interfere with the other party's communications operations. In the event any such interference does not cease after reasonable attempts by the parties to terminate such interference, the parties acknowledge that continuing interference will cause irreparable injury to the party being interfered with, and therefore, the injured party shall have the right to bring action to enjoin such interference or to terminate this Lease upon notice to the other party. Notwithstanding the foregoing, Pre-existing Communications operating in the same manner as on the Commencement Date shall not be deemed interference.

8. **Taxes.** Lessee shall pay personal property taxes assessed against Lessee's Facilities.

9. **Termination.** This Lease may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant, condition or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of termination to Lessor prior to the Commencement Date; (iii) by Lessee if it does not obtain licenses, permits or other approvals necessary to the construction or



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operation of Lessee's Facilities; (iv) by Lessee if Lessee is unable to occupy or utilize the Premises due to a ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies; (v) by Lessor if Lessee's Facilities cause Lessor to be unable to use its police communications facilities due to a ruling or directive of the FCC or other governmental or regulatory agency; or (vi) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength or interference. If after the Commencement Date, Lessee provides thirty (30) days written notice to Lessor of termination of this Lease pursuant to Section 9(vi), Lessee shall pay Lessor six (6) months Rent as payment for such early termination.

10. **Destruction of Premises.** If the Premises or Lessee's Facilities are destroyed or damaged so as in Lessee's reasonable judgment render the effective use of Lessee's Facilities unsuitable, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying Lessor no more than thirty (30) days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of this Lease shall cease as of the date of the damage or destruction.

11. **Condemnation.** If a condemning authority takes all of the Premises, or a portion which in Lessee's opinion is sufficient to render the Premises unsuitable for Lessee's use, then this Lease shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for Lessee shall include, the value of Lessee's Facilities, moving expenses, prepaid Rent, business dislocation expenses and any other amounts recoverable under condemnation law). Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain, shall be treated as a taking by a condemning authority.

12. **Insurance.** Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of \$5,000,000.00 per occurrence, (2) Automobile Liability with a combined single limit of \$1,000,000.00 per accident, (3) Workers Compensation as required by law, and (4) Employer's Liability with limits of \$1,000,000.00 per occurrence.

Each party to this Lease shall each maintain throughout the Term and each Renewal Term standard form property insurance ("All Risk" coverage) equal to at least 90% of the replacement cost covering their respective property. Each party waives any rights of recovery against the other for injury or loss due to hazards covered by their property insurance and each party shall require such insurance policies to contain a waiver of recovery against the other. Lessee shall name Lessor as an additional insured with respect to the above Commercial General Liability insurance. Within ten (10) business days after the full execution of this Lease, Lessee shall provide Lessor with a certificate of insurance evidencing its coverage. Either party shall have the right to self-insure with respect to any of the above insurance.

13. **Assignment.** Lessee may assign this Lease at any time upon notice to and approval of Lessor, not to be unreasonably withheld, conditioned or delayed. Lessee shall have the right to assign the Lease without Lessor's approval to any corporate parent or affiliate, or to any purchaser of all or substantially all of Lessee's stock or assets.

14. **Title and Quiet Enjoyment.**

(a) Lessor warrants that it has full right, power and authority to execute this Lease; Lessor further warrants that Lessee shall have quiet enjoyment of the Premises during the Term of this Lease or any Renewal Term.

(b) Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises, Lessee shall have the right to terminate this Lease immediately upon written notice to Lessor.

15. **Repairs.** Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors or subcontractors.

16. **Environmental.** Lessor represents to the best of its knowledge after reasonable investigation that the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes. In addition, except for the presence of asbestos which Lessor represents is in a non-friable condition, and the location of which on the Premises has been disclosed by Lessor to Lessee, Lessor



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represents to the best of its knowledge after reasonable investigation that no hazardous materials, hazardous substances, hazardous wastes, pollutants, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks are located on or near the Premises. Notwithstanding any other provision of this Lease, Lessee relies upon the representations stated herein as a material inducement for entering into this Lease.

17. Miscellaneous.

(a) If any provision of the Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(b) This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) Any notice or demand required to be given herein shall be made by certified or registered mail, fax, return receipt requested, or reliable overnight mail to the address of the respective parties set forth below:

Lessor: City of Beaumont, P. O. Box 158, Beaumont, CA 92263
Attn: City Manager

Lessee: Pacific Bell Mobile Services, 2955 Redhill Avenue, Suite 100, Costa Mesa, CA 92626
Attn: Charles Vranek, Network Deployment Manager

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

(d) This Lease shall be governed under the laws of the State of California.

(e) Terms and conditions of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease will so survive.

(f) Upon request either party may require that a Memorandum of Lease be recorded in the form of Exhibit "C". Concurrent with the expiration or earlier termination of this Lease, Lessee shall record a quitclaim deed or other instrument evidencing the termination of Lessee's interest in Lessor's property.

(g) This Lease constitutes the entire Lease and understanding between the parties, and supersedes all offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

[SIGNATURE PAGE FOLLOWS]

RV


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IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

**LESSOR
THE CITY OF BEAUMONT**

ATTEST WITNESS

Date: _____

ATTEST WITNESS

[Handwritten Signature]

Date: 5-14-96

By: _____

Name: _____

Title: _____

By: *[Handwritten Signature]*

Name: Jan Leja

Title: Mayor

Tax ID: 95-6000676

**LESSEE
PACIFIC BELL MOBILE SERVICES,
A CALIFORNIA CORPORATION**

ATTEST WITNESS

[Handwritten Signature]

Date: 5/20/96

By: *[Handwritten Signature]*

Name: Charles Vranek

Title: Network Deployment Manager

[Handwritten initials]
[Circular stamp]

CM-451-11 (Apr 5)

EXHIBIT A

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

The Lessor's property of which Premises are a part is legally described as follows:

550 East Sixth Street
Beaumont, CA 92263
APN: 418-061-013

All that real property located in the State of California, County of Riverside, described as follows:

PORTIONS OF LOTS 9, 10 AND 12 AND ALL OF LOTS 11, 13 THROUGH 25, INCLUSIVE AND THOSE PORTIONS OF ALLEY VACATED WITHIN BLOCK 86 OF AMENDED MAP OF THE TOWN OF BEAUMONT, AS SHOWN BY MAP RECORDED IN BOOK 6, PAGE 16, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 25 OF SAID BLOCK 86, SAID POINT BEING THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF SIXTH STREET AND THE EAST RIGHT OF WAY LINE OF MAGNOLIA AVENUE;
THENCE EAST ALONG THE NORTH LINE OF SIXTH STREET 339.98 FEET (RECORDED BY SAID MAP AS 340.00 FEET) TO THE SOUTHEAST CORNER OF SAID LOT 13 OF SAID BLOCK 86;
THENCE NORTH 00° 01' 25" EAST ALONG THE WEST LINE OF ORANGE AVENUE, AS SHOWN BY SAID MAP, 217.11 FEET;
THENCE NORTH 89° 54' 48" WEST 212.85 FEET;
THENCE SOUTH 00° 05' 10" WEST 60.34 FEET;
THENCE NORTH 89° 54' 52" WEST 127.06 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID MAGNOLIA AVENUE;
THENCE SOUTH 00° 01' 18" WEST ALONG THE EAST LINE OF MAGNOLIA AVENUE 157.28 FEET TO THE POINT OF BEGINNING.



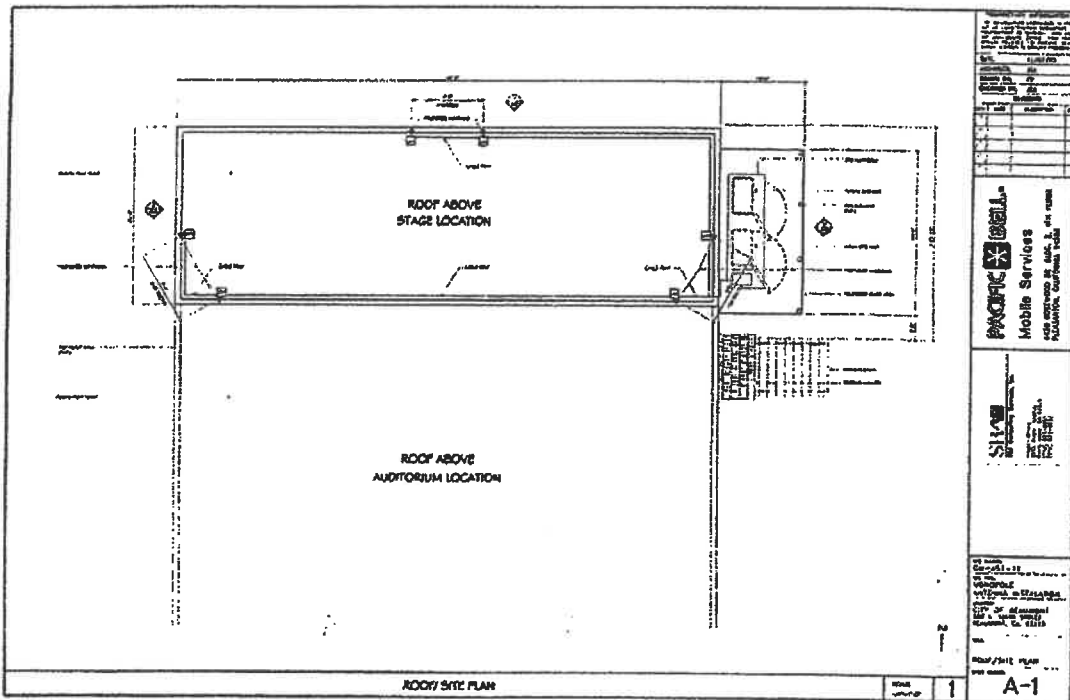
CM-451-11 (Apr 5)

EXHIBIT B

DESCRIPTION OF PREMISES

The location of the Premises within the Lessor's property together with access, ingress, egress, easements and utilities are more particularly described or depicted as follows:

Approximately three hundred sixty (360) square feet of space on the ground for the placement of Lessee's communications equipment and space on the rooftop of the Building for the placement of antennas (collectively the "Premises"), and an unimpaired, non-exclusive easement and right of way in and over the common areas at the Property and the following portions of the Property (collectively the "Access Areas"): All areas providing physical access by personnel, equipment and utilities including, but not limited to, ramps, loading docks, walkways, staircases, and ladders; the roof of any building on which Lessee's equipment is installed; and all utility ducts and conduits (including, telephone and optical conduits) and other means by which power, and communications signals may be delivered to or from the Premises.



A final drawing or copy of a property survey depicting the above will replace this Exhibit "B" when initialed by Lessor.

Notes

1. This Exhibit may be replaced by a land survey or Site Plan of the Premises once it is received by Lessee.
2. Setback of the Premises from the Lessor's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

0102786.1

4/24/96 12:08 PM



CM-451-11 (Apr 5)

EXHIBIT C

RECORDING REQUESTED BY:

WHEN RECORDED, RETURN TO:

Pacific Bell Mobile Services
4410 Rosewood Drive
Building 1, 4th Floor
Pleasanton, CA 94588

Attn: Barbara Hendricks,
Property Manager

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is executed as of May ____, 1996, by and between THE CITY OF BEAUMONT ("Lessor"), and PACIFIC BELL MOBILE SERVICES, A CALIFORNIA CORPORATION ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee have executed that certain Communications Site Lease Agreement ("Lease") dated as of May ____, 1996, covering certain premises and related improvements ("Premises") situated on certain real property located in the City of Beaumont, County of Riverside, State of California, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Lessor and Lessee desire to record notice of the Lease in the Official Records of Riverside County, California;

NOW, THEREFORE, in consideration of the foregoing, Lessor and Lessee hereby declare as follows:

1. Demise. Lessor has leased the Premises to Lessee (together with access rights) and Lessee has hired the Premises from Lessor, subject to the terms, covenants and conditions contained in the Lease.
2. Expiration Date. The term of the Lease ("Term") is scheduled to commence on or before June 30, 1996 and shall expire five (5) years thereafter, subject to Lessee's option to extend the Term pursuant to Section 4 of the Lease for five (5) additional terms of five (5) years each.
3. Lease Controlling. This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

[SIGNATURE PAGE FOLLOWS]

CM-451-11 (Apr 5)

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Lease as of the date and year first written above.

LESSOR
THE CITY OF BEAUMONT,

By: _____
Name: _____
Title: _____

By: _____
Name: Jan Leja
Title: _____

LESSEE
PACIFIC BELL MOBILE SERVICES,
A CALIFORNIA CORPORATION

By: _____
Name: Charles Vranek
Title: Network Deployment Manager

STATE OF CALIFORNIA)
COUNTY OF _____)

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

WITNESS my hand and official seal.

Signature: _____

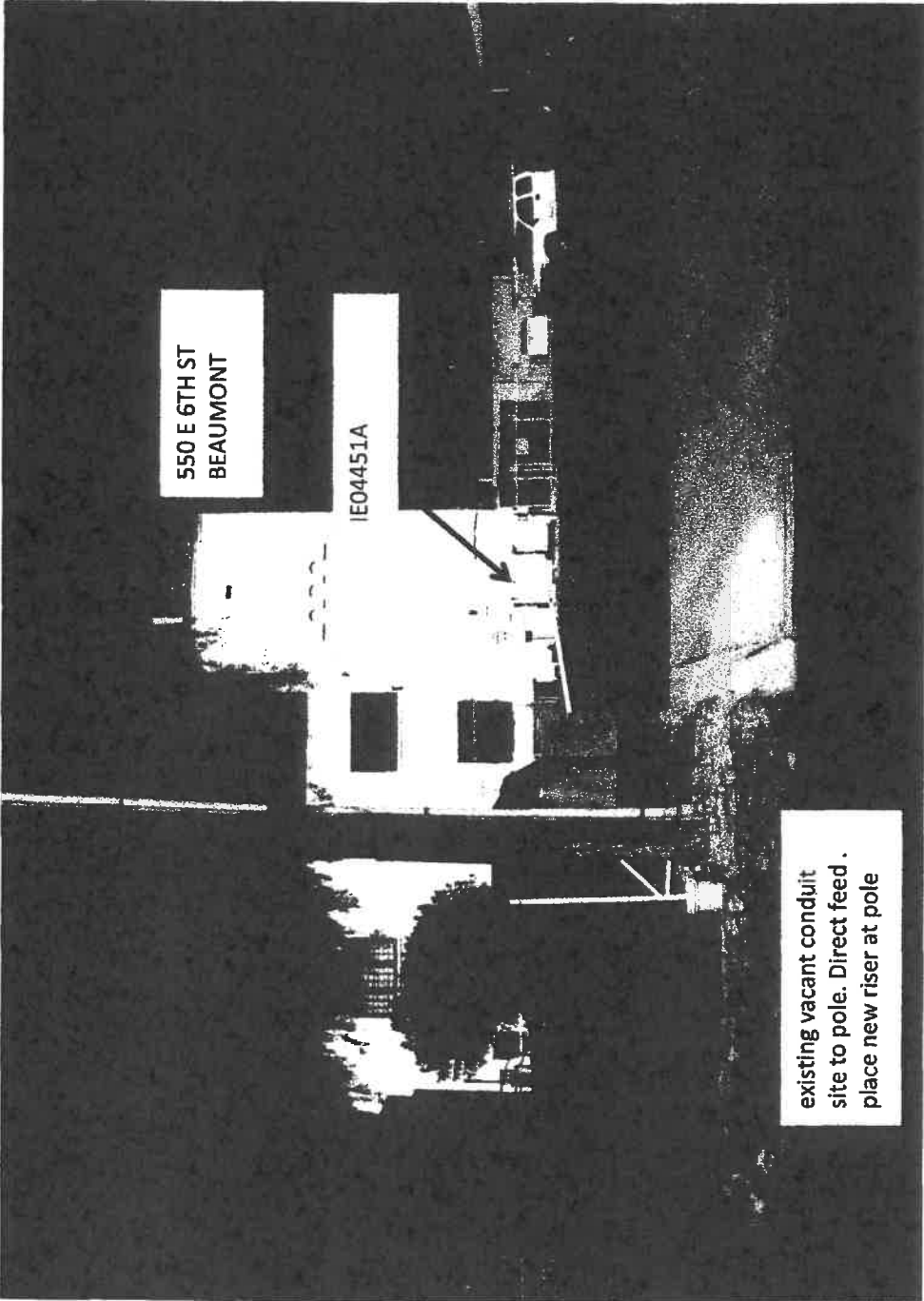
STATE OF CALIFORNIA)
COUNTY OF _____)

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

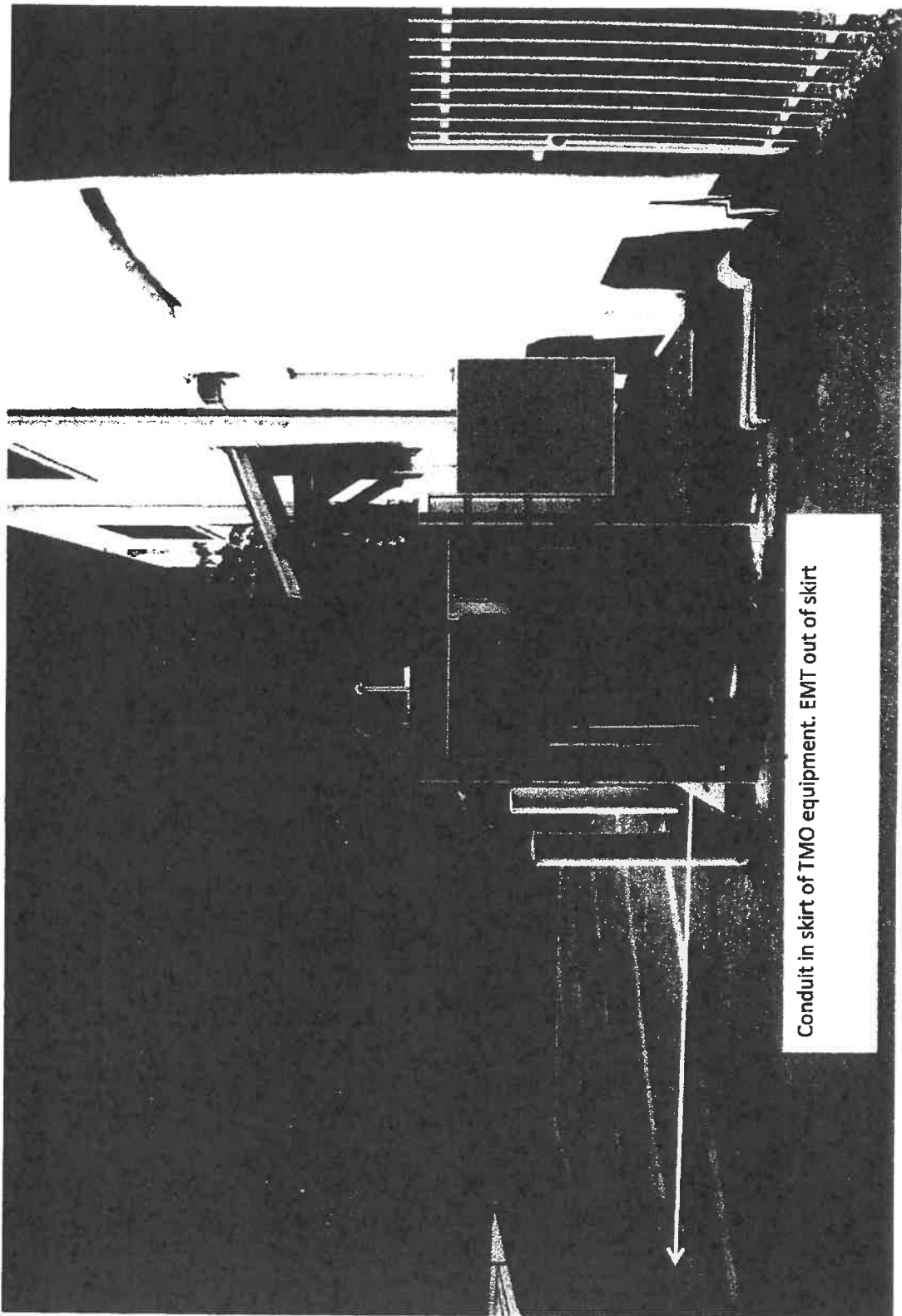
WITNESS my hand and official seal.

Signature: _____

C.V.



existing vacant conduit
site to pole. Direct feed .
place new riser at pole



Conduit in skirt of TMO equipment. EMT out of skirt



Staff Report

TO: City Council

FROM: Christina Taylor, Community Development Director

DATE: September 21, 2021

SUBJECT: **Density Bonus Agreement Between the City of Beaumont and LINC-Beaumont 2 LP Related to Plot Plan PP2019-0223**

Background and Analysis:

Beaumont Municipal Code Chapter 17.10 Affordable Housing Incentives/Density Bonus Provisions provides incentives for the production of housing for low income households. At its meeting on October 8, 2019, the City of Beaumont Planning Commission approved a proposed 48-unit affordable housing rental complex on a 1.48 acre parcel located on the east side of Allegheny Avenue north of Sixth Street. The project includes 24 two-bedroom units, 23 one-bedroom units and one (1) three-bedroom managers unit constructed in two (2) buildings. The project provides a 1,752 square foot community room with laundry facilities and 9,700 square feet of private and common open space. The site also provides 28 parking spaces.

The project utilized a 35% density bonus in accordance with CA Government Code Sec. 65915 in order to achieve the planned forty-eight (48) units. The overall density of the project is 32.4 units per acre. All units, except the managers unit, will be restricted by the tax credit and bond regulatory agreements and rented to low-income families. A minimum of eight (8) units are required to be income restricted to "eligible households" meaning a household whose income does not exceed the qualifying limit for "lower income households" pursuant to Health and Safety Code Section 50079.5.

Beaumont Municipal Code Chapter 17.10 requires a Density Bonus Housing Agreement to ensure that the requirements for the Municipal Code and State density bonus law are satisfied. Planning Commission recommended City Council approve the proposed agreement. The Density Bonus Agreement is attached as Attachment A.

Fiscal Impact:

The cost to prepare this staff report and agreement is approximately \$500.

Recommended Action:

Approve the Density Bonus Agreement between the City of Beaumont and LINC-Beaumont 2 Apts LP.

Attachments:

- A. Density Bonus Agreement
- B. Site Project Plan

RECORDED AT THE REQUEST OF AND
WHEN RECORDED RETURN TO:

City of Beaumont
550 East Sixth Street
Beaumont, CA 92223
Attn: Community Development Director

(Space Above For Recorder's Use)

This Density Bonus Housing Agreement is recorded at the request and for the benefit of the City of Beaumont and is exempt from the payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

DENSITY BONUS HOUSING AGREEMENT

BY AND BETWEEN

**(i) THE CITY OF BEAUMONT,
A California Municipal Corporation**

and

(ii) LINC-BEAUMONT 2 APTS LP,

A CALIFORNIA LIMITED PARTNERSHIP

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DENSITY BONUS HOUSING AGREEMENT

This Density Bonus Housing Agreement (hereinafter “Agreement”) is entered into as of the ___ day of _____, 2021 (hereinafter the “Effective Date”) by and between (i) the CITY OF BEAUMONT, a California municipal corporation (hereinafter “City”), and (ii) LINC-BEAUMONT 2 APTS LP, a California limited partnership (hereinafter “Developer”). City and Developer are hereinafter sometimes referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

A. City is a municipal corporation organized and existing pursuant to the Constitution and laws of the State of California.

B. Developer is an experienced developer and operator of multifamily rental affordable Projects in California.

C. City adopted the “Affordable Housing Incentives/Density Bonus” Ordinance, Chapter 17.10 of the Beaumont Municipal Code, to facilitate the development of affordable housing and implement the goals, objectives and policies of the Housing Element of the City’s General Plan. City has allocated its existing authority to develop “low rent housing project(s)” to the Project (as defined below) in accordance with Article XXXIV of the California Constitution and California Health and Safety Code Sections 37000-37002.

D. Developer is the owner of that certain real property located in the City of Beaumont, County of Riverside, State of California, more particularly described in the legal description attached hereto as **Exhibit “A”** and more particularly depicted in **Exhibit “B”**, both of which exhibits are incorporated herein by this reference (the “Property”), and Developer has agreed to develop and operate thereon a 48-unit multifamily affordable rental housing development, with all of such units, other than the one (1) management unit, affordable residential units (the “Project”).

E. Pursuant to California law (Government Code Section 65915, *et seq.*) (the “State Density Bonus Law”) and implementing ordinance in Chapter 17.10 of the Beaumont Municipal Code of the City of Beaumont Zoning Code (the “City Density Bonus Ordinance”), applicants who entitle and build residential projects that include specified levels of affordable housing are entitled to apply for and receive certain density bonuses and additional incentives that contribute significantly to the economic feasibility of lower income housing.

F. On April 5, 2019, Developer submitted to City an application for a project requesting a density bonus (the “Application”). The Project complies with the affordable housing requirements set forth in the City Density Bonus Ordinance and State Density Bonus Law. For purposes of this Agreement, the Project shall be the “housing development” as defined in the State Density Bonus Law.

G. Pursuant to the Application, Developer has agreed to restrict eight (8) of the units in the Project, to be rented to and occupied by “Eligible Households” in order for Developer to obtain the “Density Bonus Units” (as those terms are defined in Section 1 below).

H On May 28, 2019, City’s Planning Commission approved the Application and recommended to the City Council the approval of this Agreement, subject to the terms and conditions of the City’s Planning Commission as specified therein. The Planning Commission Minute Order and Conditions of Approval is attached hereto and incorporated herein as **Exhibit “C”**.

I. On _____, 2021, the City Council adopted Resolution No. -___, which approved the Density Bonus Agreement, subject to execution by the Parties of this Agreement and the terms and conditions of the City Council as specified in the Resolution.

J. City has complied with the procedures set forth in the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) (“CEQA”). The Project is categorically exempt from the CEQA Environmental pursuant to Section 15332 (Class 32, In-fill Development Projects) of the CEQA guidelines (Title 14, Chapter 3 of the California Code of Regulations). The Notice of Exemption is attached hereto and incorporated herein as **Exhibit “F”**.

J. This Agreement (which includes by this incorporation by reference the attached Exhibits) is intended to set forth the terms and conditions for the implementation of the Project’s requirement to provide affordable housing units in exchange for receiving the Density Bonus Units and additional incentives set forth herein.

K. The development of the Project on the Property pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the City, and the welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein by this reference, and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS

1.1 Definitions. In addition to the terms that may be defined elsewhere in this Agreement, the following terms when used in this Agreement shall be defined as follows:

1.1.1 *“Adjusted for family size appropriate to the unit”* means, pursuant to the State Density Bonus Law (Government Code section 65915(c)(1)) as it exists on the Effective Date, the same definition in Health and Safety Code section 50052.5 as it exists on the Effective Date (a copy of which is attached as **Exhibit “D and E”**).

1.1.2 *“Affordable Rent”* means the maximum Monthly Rent that may be charged to and paid by an Eligible Household for the Affordable Units, as annually determined pursuant to Health and Safety Code Section 50053(b), as of the date hereof, a copy of which is attached as **Exhibit “E”**, and the regulations promulgated pursuant to and incorporated therein.

1.1.3 *“Affordable Units”* means eight (8) of the Units that are required to be rented to and occupied by Eligible Households. The Affordable Units shall comprise four (4) two (2) bedroom, one (1) bath Units and four (4) three-bedroom two (2) bath Units.

1.1.4 *“Agreement”* means this Density Bonus Housing Agreement.

1.1.5 *“Base Units”* means the forty (40) Units that Developer would be authorized to develop on the Property without application of the State Density Bonus Law, including one (1) management unit.

1.1.6 *“City”* means the City of Beaumont, California, and the City’s successors and assigns.

1.1.7 *“City Council”* means the City Council of the City of Beaumont.

1.1.8 *“City Attorney”* means the City Attorney for the City of Beaumont.

1.1.9 *“City Manager”* means the City Manager for the City of Beaumont.

1.1.10 *“City’s Planning Commission”* means the Planning Commission for the City of Beaumont.

1.1.11 *“Density Bonus Agreement Term”* means the period during which this Agreement shall be in full force and effect, as provided for in Section 6.1 below.

1.1.12 *“Density Bonus Units”* mean the eight (8) Units in addition to the Base Units that Developer shall develop pursuant to the density allowance in the State

Density Bonus Law and the terms and conditions of this Agreement, of which Developer would not be entitled to develop without providing the Affordable Units.

1.1.13 **“Developer”** means LINC-Beaumont 2 Apts LP, a California limited partnership, and its permitted successors and assigns to all or any part of the Property.

1.1.14 **“Effective Date”** means the date the City Council of City approves this Agreement and from then on this Agreement shall be in full force and effect.

1.1.15 **“Eligible Household”** means a Household whose income does not exceed the qualifying limit for “lower income households” pursuant to Health and Safety Code Section 50079.5 as it exists on the Effective Date, a copy of which is attached as **Exhibit “E”**, which, as of the date of this Agreement means persons and families whose income does not exceed the qualifying limit for lower income households as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, as published from time to time by HCD in the California Code of Regulations.

1.1.16 **“Household”** means all persons residing in a Unit.

1.1.17 **“Housing Regulations”** means the regulations published from time to time by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50093, as they exist as of the Effective Date.

1.1.19 **“Median Income”** means the Riverside County, California area median income, adjusted for family size appropriate to the unit, as periodically published by the State of California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations, or successor regulation. Upon request by Developer, City shall provide to Developer the amount of the Median Income.

1.1.20 **“Monthly Rent”** means the total of monthly payments for (a) use and occupancy of each Affordable Unit and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by Developer which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone or cable service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Developer. In the event that all utility charges are paid by the landlord rather than the tenant, no utility allowance shall be deducted from the rent.

1.1.21 **“Project”** means that certain residential development as more particularly described in Recital D and Section 2 of this Agreement.

1.1.22 **“Property”** means that certain real property more particularly described in the legal description in **Exhibit “A”** and improvements thereon.

1.1.23 **“Regulatory Agreement”** means that certain Regulatory

Agreement and Declaration of Covenants and Restrictions included herein.

1.1.24 “*State Density Bonus Law*” means Government Code Sections 65915-65918 as they exist on the Effective Date, a copy of which is attached hereto as **Exhibit “D”**.

1.1.25 “*Substitute Affordable Units*” means an equivalent Unit in terms of number of bedrooms and plan type as an Affordable Unit.

1.1.26 “*Termination and Release of Regulatory Agreement*” means that certain instrument included herein.

1.1.27 “*Unit*” means a residential dwelling unit within the Project to be rented by Developer pursuant to this Agreement.

1.1.28 “*Unrestricted Units*” means the Units within the Project to be rented by Developer to a Household without restriction.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” — Legal Description of the Property

Exhibit “B” — Map showing Property and its Location

Exhibit “C” — Planning Commission Minute Order and Conditions of Approval

Exhibit “D” — Government Code Sections 65915-65918

Exhibit “E” — Health and Safety Code Sections 50052.5, 50053, 50079.5

Exhibit “F” — Notice of Exemption

2. DEVELOPMENT OF THE PROPERTY

2.1 Project. Developer shall develop, operate, and maintain the Property as a forty-eight (48) unit residential rental community.

2.2 The Project shall have forty-eight (48) Units, to be owned, occupied, operated, and maintained pursuant to the terms and conditions of this Agreement. Developer expressly understands and agrees that the State Density Bonus Law at the time of this Agreement allows up to a fifteen percent (15%) increase in the number of the Base Units because Developer shall restrict fifteen percent (15%) of the Base Units for occupancy by Eligible Households. Developer shall not construct or develop, or otherwise claim a right to construct or develop, more than eight (8) Density Bonus Units on the Property.

2.3 Unrestricted Units. The Project shall have no more than forty (40) Unrestricted Units with unit sizes as may be determined by the Developer. Developer may alter the unit distribution of the Unrestricted Units in Developer’s discretion, provided that the

Project has the minimum number of Affordable Units and the minimum distribution thereof as specified in this Agreement.

2.4 Affordable Units. The Project shall have no less than eight (8) of the Units designated as Affordable Units pursuant to the terms and conditions of this Agreement. The Affordable Units shall be consistent with the Planning Commission approval, and the Affordable Units shall be located throughout the Project, not clustered in one area or building, and shall be distributed in the same proportion as the Unrestricted Units within the Project. Developer may, subject to City’s written approval, which shall not be unreasonably withheld, increase the number of Affordable Units or alter the unit distribution as provided in this Section, provided that the Project has the minimum number of Affordable Units and the minimum distribution thereof as specified herein. Developer may elect to substitute a Substitute Affordable Unit for an Affordable Unit during the Density Bonus Agreement Term. In that event the affordability requirements hereunder with respect to the Affordable Unit shall be transferred to the Substitute Affordable Unit.

2.5 Minimum Development Standards For Affordable Units. The Affordable Units shall be constructed with the same exterior appearance and interior features, fixtures, and amenities, and shall use the same type and quality of materials as provided for the balance of the Unrestricted Units in the Project.

2.6 Permits and Processing; Compliance with Laws. Developer at its sole cost and expense shall secure or cause to be secured any and all permits that may be required by City or any other federal, state, or local governmental entity having or claiming jurisdiction over the Property or Project. Upon securing any and all permits, Developer shall carry out and perform the development, operation, and maintenance of the Project in conformity with all applicable federal, state, and local laws and regulations, and all conditions of approval issued by the City Council and City’s Planning Commission for the Project.

2.7 Relocation Prior to Development of Project. If relocation is required prior to the completion of development of the Project, Developer shall have the sole and exclusive responsibility for providing relocation assistance and paying all relocation costs as may be required to comply with applicable federal and state laws and regulations. Developer shall indemnify, defend (with counsel of City’s choosing and the consent of Developer, which shall not be unreasonably withheld, and which may be joint defense counsel upon City’s and Developer’s consent), and hold harmless City and all of its officials, officers, employees, representatives, volunteers and agents from any and all alleged or actual claims, causes of action, liabilities, and damages from any third party for relocation assistance, benefits and costs in connection with the Project prior to the completion of the development of the Project.

2.8 Mechanic’s Liens; Indemnification. The Developer shall take all actions reasonably necessary to remove any mechanic’s liens or other similar liens (including design professional liens) against the Property or Project, or any part thereof, by reason of work, labor, services, or materials supplied or claimed to have been supplied to Developer or anyone holding the Property or Project, or any part thereof, through or

under Developer. Upon request by the City, Developer shall provide to the City information from the Title Company. Prior to the recording of this Agreement (or memorandum thereof) pursuant to Section 4.1 below, Developer shall provide evidence from the Title Company of any recordings against the Property or Project. City hereby reserves all rights to post notices of non-responsibility and any other notices as may be appropriate upon a filing of a mechanic's lien. Developer shall indemnify, defend (with counsel of City's choosing and the consent of Developer, which shall not be unreasonably withheld, and which may be joint defense counsel upon City's and Developer's consent), and hold harmless City and all of its officials, officers, employees, representatives, volunteers and agents from any and all alleged or actual claims, causes of action, liabilities, and damages from any third party by reason of a mechanic's lien or work, labor, services, or materials supplied or claimed to have been supplied to Developer or anyone holding the Property or Project, or any part thereof, through or under Developer, except to the extent caused by the gross negligence or willful misconduct of City.

3. AFFORDABILITY

3.1 Total Affordability Term. Each Affordable Unit shall be restricted to use and occupancy by an Eligible Household for a total period of no less than thirty (30) years (the "Total Affordability Term"). The Total Affordability Term for an Affordable Unit shall commence on the date that the Affordable Unit receives all required occupancy permits from the City. By way of explanation of the foregoing two sentences, it is possible that the Total Affordability Period for one Affordable Unit will neither commence on the same date nor terminate on the same date as another Affordable Unit, and it is possible that the Total Affordability Terms for all Affordable Units will commence on different days and terminate on different days.

3.2 Memorializing Commencement of Total Affordability Term. Developer shall keep detailed records of the commencement date of the Total Affordability Term for each Affordable Unit and each Substitute Affordable Unit. City shall have the right to review and verify said records to ensure that the commencement date specified by Developer for an Affordable Unit or Substitute Affordable Unit coincides with the date that the initial Affordable Unit received all permits from City required for occupancy of the Unit. In the event that a conflict exists between the date specified by Developer for the commencement of the Total Affordability Term for an Affordable Unit and the date specified by City's issuance of all required permits for occupancy of the Unit, the date specified by City's issuance of all required permits for occupancy of the Unit shall control.

3.3 Article XXXIV Authority. City represents that it has obtained and allocated to the Project (as a "low rent housing project", as such term is used in Article XXXIV of the California Constitution) the authority, and the Project has been approved, as required under Article XXXIV of the California Constitution and California Health and Safety Code Sections 37000-37002.

4. OWNERSHIP AND OPERATION OF THE PROJECT BY OWNER

4.1 Recording of Documents. The City shall record or cause to be recorded in the Official Records for Riverside County, California, an executed original of this Agreement (or memorandum of this Agreement in a form approved by the City Attorney and Developer's counsel), and no later than the date of issuance of the first certificate of occupancy for the Project after its completion of construction, Developer shall record or cause to be recorded a separately executed original of the Regulatory Agreement. City shall cooperate with Developer in promptly executing in recordable form the Regulatory Agreement. Upon the date of recording, the terms and conditions of the Regulatory Agreement shall be binding upon and run with the Property and the Project. It is the express intent and agreement between the Parties that the Regulatory Agreement shall remain binding and enforceable against the Property, the Project, and the Units to ensure compliance with the State Density Bonus Law and Chapter 17.10 of the Beaumont Municipal Code, and to ensure the continued supply of Affordable Units in the Project.

4.2 Rental of Units. Upon the completion of construction of the Project and receipt by Developer of all required permits for the occupancy of the Units, Developer shall rent or cause to be rented each Affordable Unit for the Total Affordability Term for such Affordable Unit in accordance with terms and conditions set forth in the Regulatory Agreement, which provide among other terms and conditions for the rental of each Affordable Unit at an Affordable Rent to an Eligible Household for the Total Affordability Term (the "For Rent Affordable Units").

4.3 Income Verification. During the Density Bonus Agreement Term, Developer shall, at Developer's sole cost and expense, determine and verify the eligibility of Low Income Households for the rental of the Affordable Units in accordance with the terms and conditions set forth in the Regulatory Agreement.

4.4 Location of Affordable Units. During the Density Bonus Agreement Term, the Affordable Units shall be disbursed throughout the Project in accordance with the terms and conditions set forth in this Agreement and the Regulatory Agreement.

4.5 Termination and Release from Regulatory Agreement. Upon the written request of Developer to City, the Termination and Release from Regulatory Agreement shall be recorded for the benefit of Developer at the conclusion of the Density Bonus Agreement Term upon City's verification, which shall not be unreasonably delayed, that the Density Bonus Agreement Term has concluded.

5. [INTENTIONALLY RESERVED]

6. TERM OF THIS AGREEMENT

6.1 Term. The term of this Agreement (the "Density Bonus Agreement Term") shall commence on the Effective Date and shall continue until the date that is thirty (30) years after the City issues the last certificate of occupancy for the Project.

7. DEFAULT AND TERMINATION; INDEMNIFICATION

7.1 Default. Failure or delay by any Party to perform any term or provision of this Agreement which is not cured within thirty (30) days after receipt of notice from the other Party specifying the default (or such other period specifically provided herein) constitutes a default under this Agreement; provided, however, if such default is of the nature requiring more than thirty (30) days to cure, the defaulting Party shall avoid default hereunder by commencing to cure within such thirty (30) day period, and thereafter diligently pursuing such cure to completion within an additional sixty (60) days following the conclusion of such thirty (30) day period (for a total of ninety (90) days). Except as required to protect against further damages, the injured Party may not institute proceedings against the Party in default until the time for cure has expired. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. City hereby agrees to accept any cure offered by any limited partner of or lender to Developer on the same basis as if such cure were offered by Developer.

7.2 Rights and Remedies Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.3 Indemnification. In addition to any other indemnity specifically provided in this Agreement, Developer agrees to defend (with counsel of City's choosing and the consent of Developer, which shall not be unreasonably withheld, and which may be joint defense counsel upon City's and Developer's consent) indemnify and hold harmless City and its respective officers, officials, agents, employees, representatives, and volunteers (collectively, "Indemnitees") from and against any loss, liability, claim, or judgment arising from any act or omission of Developer in connection with its obligations under this Agreement, except to the extent caused by the negligence or misconduct of Indemnitees.

8. COVENANTS RUN WITH THE LAND

8.1 [Intentionally deleted.]

8.2 Covenants Run with the Land. The Property shall be held, sold, conveyed, hypothecated, encumbered, used, occupied and improved subject to the covenants, conditions, and restrictions set forth herein. The covenants, conditions, restrictions, reservations, equitable servitudes, liens and charges set forth in this Agreement shall run with the Property and shall be binding upon Developer and all persons having any right, title or interest in the Property, or any part thereof, their heirs, and successive owners and assigns, shall inure to the benefit of City and its successors and assigns, and may be enforced by City and its successors and assigns. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of City and its successors and assigns, and the parties hereto

expressly agree that this Agreement and the covenants herein shall run in favor of City, without regard to whether City is or remains an owner of any land or interest therein to which such covenants relate. Furthermore, all of the covenants, conditions, and restrictions contained herein shall also constitute easements in gross running in favor of City. City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. Developer hereby declares its understanding and intent that the burden of the covenants set forth herein touch and concern the land and that the Developer's interest in the Property is rendered less valuable thereby. Developer hereby further declares its understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Property by the citizens of City and by furthering the health, safety, and welfare of the residents of City.

9. MISCELLANEOUS

9.1 Notices

9.1.1 Delivery. As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder. All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) two (2) days after deposit in the United States mail in a sealed envelope, first class mail and postage prepaid, and addressed to the recipient named below; or (iv) one (1) day after deposit with a known and reliable next-day document delivery service (such as Fed Ex), charges prepaid and delivery scheduled next-day to the recipient named below, provided that the sending party receives a confirmation of delivery from the delivery service provider; or (v) the first business day following the date of transmittal of any facsimile, provided confirmation of successful transmittal is retained by the sending Party. All notices shall be addressed as follows:

If to City: City of Beaumont
550 East Sixth Street
Beaumont, CA 92223
Attn: Director of Director of Planning
Phone No: (951) 769-8518
Facsimile No: (951) 769-8526

With a copy to: Slovak Baron Empey Murphy & Pinkney LLP
1800 East Tahquitz Canyon Way
Palm Springs, CA 92262
Attn: John O. Pinkney
Phone No: (760) 322-2275
Facsimile No: (760) 322-2107
pinkney@sbemp.com

If to Developer: c/o LINC Housing Corporation
3590 Elm Avenue
Long Beach, CA 90807
Attn: President
Phone No: (562) 684-1120
Facsimile No: (562) 684-1137

With a copy to: Gubb & Barshay LLP
505 14th Street, Suite 450
Oakland, CA 94612
Attn: Lauren Fechter
Phone: 415-781-6600
Facsimile: 415-781-6967
lfechter@gubbandbarshay.com

With a copy to: c/o Raymond James Tax Credit Funds, Inc.
880 Carillon Parkway
St. Petersburg, Florida 33716
Attention: Steven J. Kropf, President

and:

PNC BANK, NATIONAL ASSOCIATION
101 South Fifth Street, 7th Floor
Mailstop K1-K201-07-4
Louisville, Kentucky 40202
Attn: Loan Administration

9.1.2 Change of Address. Either Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

9.2 Entire Agreement. This Agreement and all of its exhibits and attachments set forth and contain the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

9.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

9.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California without regard to conflict of law principles. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof

9.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

9.6 Singular and Plural. As used herein, the singular of any word includes the plural, and vice versa, as context so dictates. Masculine, feminine, and neuter forms of any word include the other as context so dictates.

9.7 Joint and Several Obligations. If at any time during the term of this Agreement the Property and/or Project is owned, in whole or in part, by more than one Developer, all obligations of such Developer under this Agreement shall be joint and several, and the default of any such Developer shall be the default of all such Developers.

9.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

9.9 Computation of Days. Unless otherwise specified in this Agreement or any Exhibit attached hereto, use of the term “days” shall mean calendar days. For purposes of this Agreement and all Exhibits attached hereto, “business days” shall mean every day of the week except Saturdays, Sundays, and official State holidays as recognized in Government

Code Section 19853(a) or successor statute.

9.10 Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

9.11 Third Party Beneficiaries. No person or entity, other than City and Developer shall have any right of action based upon any provision of this Agreement.

9.12 Force Majeure. Neither Party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, pandemics, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the Party's control (including the Party's employment force), court actions (such as restraining orders or injunctions), or other causes beyond the Party's control, including delays by any governmental entity (although the City may not benefit from this provision for a delay that results from City's failure to perform its obligations under this Agreement), or an insurance company of either party. If any such events shall occur, the term of this Agreement and the time for performance by either Party of any of its obligations hereunder may be extended by the written agreement of the Parties for the period of time that such events prevented such performance.

9.13 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

9.14 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all permitted successors in interest to the Parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each Party and each successor in interest approved pursuant to this Agreement during ownership of the Property or any portion thereof.

9.15 Counterparts. This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

9.16 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

9.17 Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of private property and the Developer of such property.

9.18 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. City hereby authorizes City Manager to take such other actions and negotiate and execute any additional agreements as may be necessary or proper to fulfill the City's obligations under this Agreement. The City Manager may delegate her or his powers and duties under this Agreement to an authorized management level employee of the City.

9.19 Estoppel Certificate. Within ten (10) business days following a written request by any of the Parties, the other Party shall execute and deliver to the requesting Party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding Party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting Party and that there are no uncured defaults in the performance of the requesting Party except as may be represented by the requesting Party.

9.20 No Subordination. City's approval of the necessary land use entitlements that authorize Developer to develop, operate, and maintain the Project was based upon Developer's obligation to provide the Affordable Units pursuant to the State Density Bonus Law and the terms and conditions of this Agreement. For the Density Bonus Agreement Term, this Agreement and the Regulatory Agreement shall have priority over any and all mortgages, deeds of trust, and other similar forms of secured financing recorded against the Property or any portion thereof. Developer expressly understands and acknowledges that state law requires preservation of affordability covenants in connection with the approval of this density bonus project.

9.21 Attorneys' Fees and Costs. If either Party to this Agreement

commences an action against the other Party to this Agreement to interpret or enforce this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, expert witness fees, costs of investigation, and costs of suit from the losing Party.

9.22 Authority to Execute. The person or persons executing this Agreement on behalf of each Party warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind the Party to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year set forth in the preamble above.

“CITY”
CITY OF BEAUMONT
California municipal corporation

By: _____
Mike Lara, Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

City Attorney

“DEVELOPER”

LINC-Beaumont 2 Apts LP,
a California limited partnership

By: LINC-Beaumont 2 Apts LLC,
a California limited liability company,
its managing general partner

By: LINC Housing Corporation, a California
nonprofit public benefit corporation, its
sole member and manager

By: _____
Anne Wilson, Chief Real Estate
Development Officer

By: Riverside Community Housing Corp.,
a California nonprofit public benefit
corporation,
its administrative general partner

By: _____
Carrie Harmon,
Chief Operating Officer

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"
TO DENSITY BONUS HOUSING AGREEMENT
Legal Description of Property

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1 of Parcel Map 26990, in the City of Beaumont, County of Riverside, State of California, on File in Book 172, Pages 65 and 66, of Parcel Maps, Records of Riverside County, Ca

EXHIBIT "B"
TO DENSITY BONUS HOUSING AGREEMENT
Map showing Property and its location
[Attached]

EXHIBIT "C"
TO DENSITY BONUS HOUSING AGREEMENT

Planning Commission Minutes

[Attached]

RECORDED AT THE REQUEST OF AND WHEN RECORDED RETURN TO:

City of Beaumont
550 East Sixth Street
Beaumont, CA 92223
Attn: Director of Director of Planning

(Space Above For Recorder’s Use)

This Regulatory Agreement and Declaration of Covenants and Restrictions is recorded at the request and for the benefit of the City of Beaumont and is exempt from the payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

REGULATORY AGREEMENT AND
DECLARATION OF COVENANTS AND RESTRICTIONS

This REGULATORY AGREEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS (“Agreement”) is entered into as of this _____ day of _____ 2021, by and between (i) the CITY OF BEAUMONT, a California municipal corporation (hereinafter “City”), and (ii) LINC-BEAUMONT 2 APTS LP, a California limited partnership (hereinafter “Owner”). City and Owner are hereinafter sometimes referred to collectively as the “Parties” and individually as a “Party”.

RECITALS

A. Owner is the owner in fee of that certain real property located in the City of Beaumont, County of Riverside, State of California, more particularly described in the legal description attached hereto as Attachment 1 (the “Property”) and incorporated by this reference.

B. Owner has submitted to City plans to develop on the Property a 48-unit affordable rental residential community (the “Project”).

C. On or about _____, City and Owner entered into that certain Density Bonus Housing Agreement (“Density Bonus Agreement”), which set forth the terms and conditions for the development of the Project and implemented Government Code Sections 65915-65918 (the “State Density Bonus Law”) and the City of Beaumont Affordable Housing Implementation Procedure (Beaumont Municipal Code Chapter 17-10), by requiring Owner to restrict eight (8) residential units to lower income households as defined in Health and Safety Code Section 50079.5 at the time of this Agreement, which as of the date of this Agreement means persons and families whose income does not exceed the qualifying limit for lower income households, adjusted for family size, as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, as published from time to time by HCD in the California Code of Regulations.

D. Pursuant to the Density Bonus Agreement, City and Owner desire to enter into this Agreement to place certain covenants and restrictions on the Property and use and operation of the Project, including the imposition of affordability covenants requiring that six (6) residential units be rented to Eligible Households at Affordable Rent for the Density Bonus Agreement Term (as defined below).

E. It is the intent of the City and Owner that Owner's interests in the Property shall be subject to this Regulatory Agreement and that the terms hereof shall be binding on the Owner and its successors in interest in the Property approved pursuant to the Density Bonus Agreement, for so long as this Regulatory Agreement shall remain in effect pursuant to the Density Bonus Agreement.

A G R E E M E N T

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. Definitions and Attachments.

1.1 Definitions. In addition to the terms that may be defined elsewhere in this Agreement, the following terms when used in this Agreement shall be defined as follows:

1.1.1 ***“Adjusted for family size appropriate to the unit”*** means, pursuant to the State Density Bonus Law (Government Code section 65915(c)(1)) as it exists on the Effective Date, the same definition in Health and Safety Code section 50052.5 as it exists on the Effective Date (a copy of which is attached to the Density Bonus Agreement as Exhibit G).

1.1.2 ***“Affordable Rent”*** means annual rent that does not exceed the amount of rent (including a reasonable utility allowance) for an Eligible Household authorized pursuant to Health and Safety Code Section 50053 as it exists on the Effective Date, a copy of which is attached to the Density Bonus Agreement as Exhibit G, which is the product of thirty percent (30%) times eighty percent (80%) of Median Income, adjusted for family size appropriate for the unit. Exhibit I attached to the Density Bonus Agreement includes an example of the calculation of Affordable Rent.

1.1.3 ***“Affordable Unit”*** means individually and ***“Affordable Units”*** means collectively the eight (8) Residential Units within the Project to be rented by Owner to an Eligible Household at Affordable Rent in accordance with this Agreement and the Density Bonus Agreement.

1.1.4 ***“Agreement”*** and ***“Regulatory Agreement”*** means this Agreement and all attachments hereto.

1.1.5 ***“Base Units”*** means the forty (40) Units that Owner would be authorized to develop on the Property without application of the State Density Bonus Law.

1.1.6 ***“City”*** means the City of Beaumont, California, and the City's successors and assigns.

1.1.7 “**City Attorney**” means the City Attorney for the City of Beaumont.

1.1.8 “**City Council**” means the City Council of the City of Beaumont.

1.1.9 “**City Manager**” means the City Manager for the City of Beaumont.

1.1.10 “**City Monitoring Fee**” means the fee paid every year after the Effective Date in the amount of twenty-five dollars (\$25.00) per completed Affordable Unit, to be paid to City (or City’s designee) by Owner to defray the costs incurred by City for monitoring compliance with the affordability covenants set forth in this Agreement. The twenty-five dollar (\$25.00) base amount (effective on the Effective Date) shall be increased annually by the percentage increase (between September of the year preceding and September of the current year) in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers, Los Angeles-Long Beach-Anaheim Average, All Items (1984 = 100). A “completed Affordable Unit” shall mean an Affordable Unit that has received a certificate of occupancy by City.

1.1.11 “**City’s Planning Commission**” means the Planning Commission for the City of Beaumont.

1.1.12 “**Density Bonus Agreement**” means the agreement referenced in Recital C of this Agreement.

1.1.13 “**Density Bonus Agreement Term**” means the period during which this Agreement shall be in full force and effect, as provided for in Section 3.1 below.

1.1.14 “**Density Bonus Units**” means the eight (8) Units in addition to the Base Units that Owner shall develop pursuant to the density allowance in the State Density Bonus Law and the terms and conditions of this Agreement, of which Owner would not be entitled to develop without providing the Affordable Units.

1.1.15 “**Effective Date**” means the date the City Council of City approves the Density Bonus Agreement.

1.1.16 “**Eligible Household**” means a Household whose income does not exceed the qualifying limit for “lower income households” pursuant to Health and Safety Code Section 50079.5 as it exists on the Effective Date, a copy of which is attached to the Density Bonus Agreement as Exhibit H, which, as of the date of this Agreement means persons and families whose income does not exceed the qualifying limit for lower income households as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, as published from time to time by HCD in the California Code of Regulations.

1.1.17 “**Home Office**” means a separate area or room in an Affordable Unit used for business purposes and claimed as a business expense pursuant to federal and state income tax laws. Any room used for business purposes shall not reduce the number of bedrooms that are required to be within an Affordable Unit pursuant to this Agreement and the Density Bonus

Agreement.

1.1.18 **“Household”** means all persons residing in a Unit.

1.1.19 **“Housing Regulations”** means the regulations published from time to time by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50093, as they exist as of the Effective Date.

1.1.20 **“Income Computation and Certification Form”** means the form used to determine and certify whether a potential renter is an Eligible Household, in a form approved by City.

1.1.21 **“Median Income”** means the Riverside County, California area median income, adjusted for family size appropriate to the unit, as periodically published by the State of California Department of Housing and Community Development in Section 6932, of Title 25 of the California Code of Regulations, or successor regulation. Upon request by Owner, City shall provide to Owner the amount of the Median Income.

1.1.22 **“Project”** means that certain residential development more particularly described in Recital B of this Agreement and Section 2 of the Density Bonus Agreement.

1.1.23 **“Residential Unit”** means a residential dwelling unit within the Project to be rented by Owner pursuant to this Agreement and the Density Bonus Agreement.

1.1.24 **“State Density Bonus Law”** means Government Code Sections 65915-65918 as it exists on the Effective Date.

1.1.25 **“Substitute Affordable Units”** means an equivalent Unit in terms of number of bedrooms for an Affordable Unit.

1.1.26 **“Unit”** means “Residential Unit.”

1.1.27 **“Unrestricted Units”** means the Residential Units within the Project to be rented by Owner to a Household without restriction.

1.2 Attachments. The following documents are attached to, and by this reference made a part of, this Regulatory Agreement:

Attachment 1 — Legal Description of Property;

2. Development of the Project. City hereby acknowledges that Owner has completed the construction and development of the Project on the Property in accordance with the Density Bonus Agreement.

3. Affordability.

3.1 Term. The term of this Agreement (the “Density Bonus Agreement Term”) shall commence on the Effective Date and shall continue until the date that is thirty (30) years after the City issues the last certificate of occupancy for the Project. Owner may elect to substitute an equivalent Unit in terms of number of bedrooms and plan type (a “Substitute Affordable Unit”) for an Affordable Unit during the Density Bonus Agreement Term. In that event the affordability requirements hereunder with respect to the Affordable Unit shall be transferred to the Substitute Affordable Unit.

3.2 City Monitoring Fee. For purposes of defraying the monitoring activities required to ensure compliance with the State Density Bonus Law and affordability covenants set forth in this Agreement, Owner shall pay the City Monitoring Fee no later than December 31 of each year. City shall deliver to Owner an invoice for the City Monitoring Fee no later than November 30 of the same year for which payment will be due on December 31. In the event that City fails to deliver an invoice for the applicable year, then Owner shall have no obligation to pay the City Monitoring Fee for that year only, and Owner shall not be relieved of the payment obligation for any future City Monitoring Fees for which City timely delivers an invoice. City shall ensure that the funds received from the City Monitoring Fee shall be used to monitor compliance with the State Density Bonus Law and affordability covenants set forth in this Agreement.

4. Use Affordability Covenants. For the entirety of the Density Bonus Agreement Term, Owner shall own, operate, and maintain the Project by renting Affordable Units in accordance with the covenants and conditions of this Section 4.

4.1 General. Owner shall devote the Property for use as a residential rental community with associated amenities such as a clubhouse and ancillary uses including a leasing and/or sales office with all of the Affordable Units to be rented to and occupied or held available for occupancy only by Eligible Households at Affordable Rent. The Affordable Units shall be consistent with the requirements and conditions set forth in Planning Commission approval, which is attached to the Density Bonus Agreement as Exhibit E, and the Affordable Units shall be located throughout the Project, not clustered in one area or building, and shall be distributed in the same proportion as the Unrestricted Units within the Project. Owner may, subject to City’s written approval, which shall not be unreasonably withheld, increase the number of Affordable Units or alter the unit distribution as provided in this Section, provided that the Project has the minimum number of Affordable Units and the minimum distribution thereof as specified herein. The Affordable Units shall be constructed with the same exterior appearance and interior features, fixtures, and amenities, and shall use the same type and quality of materials as provided for the balance of the Unrestricted Units in the Project. Owner shall not permit the Residential Units to be utilized on a transient basis, or as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, trailer court or park, day care facilities, or non-residential uses (other than to maintain a Home Office).

4.2 Occupancy by Eligible Households. The lease for each Affordable Unit shall provide that it is to be used as the principal residence of that Affordable Unit’s Eligible Household and for no other purpose. The lease for an Affordable Unit may allow an Eligible Household to have a Home Office so long as the Affordable Unit is the Eligible Household’s principle residence. The

lease shall further provide that an Eligible Household shall not lease or sublease its Affordable Unit or its right of occupancy.

4.3 Occupancy Limits. The number of persons permitted to occupy each Affordable Unit shall not exceed the occupancy permitted pursuant to the general requirements of the United States Department of Housing and Urban Development in effect on the Effective Date of the Density Bonus Agreement. The lease for each Affordable Unit shall include a provision limiting the number of persons permitted to occupy each Affordable Unit in accordance with the preceding sentence and Owner shall enforce such occupancy restrictions.

4.4 Determination of Eligible Household Status. Immediately prior to any occupancy of an Affordable Unit, Owner shall obtain an Income Computation and Certification Form from each applicant for an Affordable Unit dated immediately prior to the date of initial occupancy of the Affordable Unit by such applicant. In addition, Owner shall provide such further information as may be reasonably required by City for purposes of verifying a tenant's status as an Eligible Household. Owner shall verify that the income provided by an applicant is accurate by obtaining the following as a part of the verification process: (a) the Social Security Number (if available) of the proposed purchaser; (b) copies of the federal and state income tax returns if filed by the proposed purchaser for the prior two (2) calendar years; (c) copies (if available) of the two most current wage earning statements of the proposed purchaser; (d) a certification as to the income and family size of the applicant; and (e) any other information that City may reasonably require to verify the income of the proposed purchaser. Owner shall maintain in its records each Income Computation and Certification Form obtained pursuant to this Section and Section 4.5 for a minimum period of three (3) years.

4.5 Recertification. Within sixty (60) days prior to the first anniversary date of the occupancy of an Affordable Unit by an Eligible Household, and on each anniversary date thereafter, or if preferred by Owner and approved in writing by City, within sixty (60) days prior to January 1 of each year, Owner shall recertify the income of such Eligible Household by obtaining a completed Income Computation and Certification Form based upon the current income of each occupant of the Affordable Unit. In the event that recertification demonstrates that a Household's income exceeds the income permitted for Eligible Household status, Owner shall perform either of the following: (i) To the extent permitted by applicable law, the occupants' lease shall not be renewed and said occupants shall be required to vacate the unit within one hundred eighty (180) days after the recertification; or (ii) the next available Unrestricted Unit in the Project shall be leased as an Affordable Unit at Affordable Rent to an Eligible Household so that the Project will be in compliance with the covenants and conditions of this Agreement, and the previous Affordable Unit shall be redesignated as an Unrestricted Unit and the occupants thereof may be charged the amount of rent for an Unrestricted Unit.

4.6 Leasing Affordable Units. The Affordable Units shall be available for rental on a continuous basis and Owner shall not give preference to any particular class or group in renting Affordable Units, except to the extent that the Affordable Units are required to be rented to Eligible Households. Owner shall maintain a list of persons who have applied for an Affordable Unit and, should multiple tenants be equally eligible (as to income, credit history, and other nondiscriminatory criteria) and qualified to rent an Affordable Unit, Owner shall rent available Affordable Units to Eligible Households on a first qualified (with reasonable efforts made to qualify applicants in the order that the applications are received), first offered basis, or pursuant

to a lottery system. Owner shall use commercially reasonable efforts to lease Affordable Units that become available as quickly as possible. Subject to applicable law, Owner shall market the Affordable Units to the citizens of the City of Beaumont on a nonexclusive basis.

4.7 Rental Agreement. The form of the lease agreement that will be entered into between Owner and Eligible Households shall be reasonably approved by City prior to the rental or leasing of any of the Affordable Units. Once approved, no material changes shall be made to the form of the lease agreement relating to the total rent to be paid by an Eligible Household, the qualification of an Eligible Household, or usage of the Affordable Unit, without City’s prior written approval, which shall not be unreasonably withheld. The lease agreement shall obligate the Eligible Households to comply with the provisions set forth in this Agreement, and an Eligible Household who violates such requirements shall be in default under the rental agreement. Each lease agreement with an Eligible Household shall include a provision to the effect that the Owner has relied on the information provided by the Eligible Household on the Income Computation and Certification Form and all other supporting information supplied by the Eligible Household in determining qualification for occupancy of the applicable Affordable Unit, and that any material misstatement in such certification (whether or not intentional) shall be cause for immediate termination of such lease agreement. In addition, each lease agreement shall contain a provision that failure to cooperate with the annual recertification process may disqualify the Eligible Household as such and will be cause for immediate termination of such lease agreement. Any termination shall be subject to fair housing laws and other laws designed to protect the rights of tenants.

5. Termination and Release from Regulatory Agreement. The covenants set forth in this Regulatory Agreement shall remain binding and in effect from the date of its recording until the date the executed Termination and Release of Regulatory Agreement is recorded for the benefit of the Property in the Official Records for Riverside County, California for all of the Affordable Units. The Termination and Release of Regulatory Agreement shall be executed and recorded pursuant to the terms and conditions set forth in Section 4.5 of the Density Bonus Agreement.

6. No Discrimination. Owner shall not discriminate on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Section 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, or rental, or in the use, occupancy, or enjoyment of the Property, nor shall Owner itself, or any person claiming under or through it, establish or permit any such practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property or any portion thereof. The foregoing covenants shall run with the land.

7. Maintenance of Property. For the Density Bonus Agreement Term, Owner shall maintain or cause to be maintained the Property and all improvements on the Property in a good condition and repair (and, as to landscaping, in a healthy condition), ordinary wear and tear excepted, and in accordance with all applicable laws, rules, ordinances, orders, and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction. City places prime importance on quality maintenance to ensure that residential developments which include affordable units within the City of Beaumont are not allowed to deteriorate due to substandard maintenance. In addition, Owner shall keep the Property free from

all graffiti and any accumulation of debris or waste material. Owner shall make all repairs and replacements necessary to keep the improvements in first class condition and repair and shall promptly eliminate all graffiti and replace dead and diseased plants and landscaping with comparable materials. In the event that Owner breaches any of the covenants contained in this Section 7, and such default continues for a period of five (5) days after written notice from a City or such longer period of time as is reasonably necessary to correct the condition (with respect to landscaping, graffiti, debris, waste material, and general maintenance) or thirty (30) days after written notice from City or such longer period of time as is reasonably necessary to correct the condition (with respect to building improvements), then City in addition to whatever other remedy it may have at law or in equity shall have the right (but not the obligation) to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the default. Pursuant to such right of entry, City shall be permitted (but not required) to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach and record a lien against the Property enforceable in the same manner as a lien imposed for a nuisance, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by City and/or costs of such cure, including a ten percent (10%) administrative charge, which amount shall be promptly paid by Owner to City upon demand.

8. Management. For the Density Bonus Agreement Term, Owner shall manage or cause to be managed the Project in accordance with this Agreement and Density Bonus Agreement. In the event of “Gross Mismanagement” (as that term is defined below), City shall have the authority to require that such Gross Mismanagement cease immediately and that management of the Property comply with this Agreement and the Density Bonus Agreement. City shall provide written notice to Owner of the event(s) of Gross Mismanagement occurring and Owner shall have thirty (30) days after receipt of such notice (or such shorter period as specified in this Agreement, or longer period as is reasonably necessary to correct the condition) to cure, correct, or remedy the event(s) of Gross Mismanagement identified in City’s notice and to notify City of the cure, correction, or remedy. For purposes of this Agreement the term “Gross Mismanagement” shall mean management of the Project in a manner which violates the terms of this Agreement and/or the Density Bonus Agreement and shall include, but is not limited to, the following:

- i. Knowingly allowing an Affordable Unit to be occupied by a person or Household that does not qualify as an Eligible Household;
- ii. Knowingly renting an Affordable Unit for more than Affordable Rent;
- iii. Allowing the prescribed occupancy levels to be exceeded without taking immediate action to stop such overcrowding; or
- iv. Failure to maintain the Property in the manner prescribed in Section 7.

9. Records. Owner shall maintain complete and accurate records pertaining to the Affordable Units for a period of no less than three (3) years (unless a longer period of time is

expressly set forth herein), and shall permit any duly authorized representative of City to inspect the books and records of Owner pertaining to the Affordable Units within 24 hours of demand by City.

10. Right to Inspect. City shall have the right to inspect the Property and the Affordable Units for purposes of assuring compliance with this Agreement during normal business hours on not less than seventy-two (72) hours written notice.

11. Indemnification. Owner shall defend (with counsel of City's choosing and the consent of Owner, which shall not be unreasonably withheld, and which may be joint defense counsel upon City's and Owner's consent), indemnify and hold harmless City and its officers, officials, members, agents, employees, representatives, and volunteers from and against any loss, damage, costs, expenses, liability, claim, or judgment (collectively, "claims") relating to the operation of the Project and Residential Units as rental properties thereon, or Owner's performance under this Agreement, except to the extent claims are caused by the negligence or misconduct of City.

12. Insurance. Upon completion of construction of the Project and in no event later than the date upon which the first Residential Unit has received all required occupancy permits from the City and for the duration of this Regulatory Agreement, Owner shall procure and keep in full force and effect or cause to be procured and kept in full force and effect for the mutual benefit of Owner and City, and shall provide City evidence reasonably acceptable to City, of insurance policies meeting the minimum requirements set forth in this Section 12.

12.1 Types of Insurance Policies. The insurance policies to be maintained by Owner upon the date specified above and for the duration of the term of this Agreement are as follows:

- i. Commercial General Liability insurance with respect to the Property and the operations of or on behalf of Owner, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence combined single limit including products, completed operations, contractual, bodily injury, personal injury, death and property damage liability, subject to such increases in amount as City may reasonably require from time to time; provided, that the percentage increase in coverage shall not be required to exceed the percentage increase in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers, Los Angeles-Long Beach-Anaheim Average, All Items (1984 = 100) (the "Index"), from and after the date of this Agreement, or, if said Index is discontinued, such official index as may then be in existence and which is most nearly equivalent to said Index (the "CPI Adjustment"). Unless otherwise approved in advance by the City, the insurance to be provided by Owner may provide for a deductible or self-insured retention of not more than Twenty-Five Thousand Dollars (\$25,000.00), with such maximum amount to increase at the same rate as the periodic increases in the minimum amount of total insurance coverage set forth above. City and its officers, officials, members, employees, volunteers, agents, and

representatives shall be named as additional insureds under such policy or policies.

- ii. With respect to the improvements and any fixtures and furnishings to be owned or leased by Owner on the Property, all risk property insurance against fire, vandalism, and malicious mischief, and such other additional perils, hazards, and risks as now are or may be included in the standard “all risk” form in general use in Riverside County, California, with the standard form fire insurance coverage in an amount equal to full actual replacement cost thereof, as the same may change from time to time. City shall be a loss payee under such policy or policies and such insurance shall contain a replacement cost endorsement.

12.2 Policy Requirements. A copy of each paid-up policy evidencing such insurance (appropriately authenticated by the insurer) or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required herein, and containing the provisions specified herein, shall be delivered to City on or prior to the date specified in Section 12 above, and thereafter, upon renewals, not less than thirty (30) days prior to the expiration of coverage. City may, at any time, and from time to time, inspect and/or copy any and all insurance policies required to be procured by Owner hereunder. In no event shall the limits of any policy be considered as limiting the liability of Owner hereunder. In addition to the requirements set forth in Section 12.1, each insurance policy required to be carried by Owner pursuant to this Agreement:

- i. shall be primary insurance and not contributory with any other insurance which City or its officers, officials, members, employees, volunteers, agents, or representatives may have;
- ii. shall contain no special limitations on the scope of protection afforded to City or its officers, officials, members, employees, volunteers, agents, and representatives;
- iii. shall be “per occurrence” rather than “claims made” insurance;
- iv. shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability;
- v. shall provide that the policy will not be cancelled by the insurer or Owner unless there is a minimum of thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested to City;
- vi. shall be written by a California licensed insurer with a Best rating of not less than A:VII;
- vii. shall be endorsed to state that any failure to comply with the reporting

provisions of the policies shall not affect coverage provided to City and its officers, officials, members, employees, volunteers, agents, and representatives; and

- viii. shall contain a waiver by the insurer of any right to subrogation against City, and its officers, officials, members, employees, volunteers, agents, and representatives which arises or might arise by reason of any payment under such policy or policies or by reason of any act or omission of City or its officers, officials, members, employees, agents, or representatives.

13. Repair of Damage. If any improvements on the Property shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty, Owner shall promptly proceed to obtain insurance proceeds and provided the insurance proceeds are sufficient to restore the Property and the insurance proceeds are made available therefor by the secured lenders, take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the improvements to substantially the same condition as the improvements are required to be maintained pursuant to this Agreement, and Owner shall complete the same as soon as possible thereafter so that the Project can continue to be operated and occupied in accordance with this Agreement. In no event shall the repair, replacement, or restoration period exceed one year from the date of the destruction subject to events of force majeure unless City, in its sole and absolute discretion, approves a longer period of time; provided however, that to the extent there are delays caused by the City or any other governmental agency in processing permits, inspections or any other City police power responsibilities, or there are delays by the insurance company in processing and providing payment for a claim, each day of delay shall extend the time period by one day in which Owner shall carry out its obligations pursuant to this section. Nothing in this Section 13 is or shall be deemed to be a waiver or delegation away of any of City’s police power and ability to enforce the law, policies, and regulations enacted pursuant thereto, including but not limited to the City’s power and procedures to issue permits, conduct inspections, or any other police power responsibility that applies to the Property and Project.

14. Defaults and Remedies.

14.1 Defaults. Failure or delay by any Party to perform any term or provision of this Agreement which is not cured within thirty (30) days after receipt of notice from the other Party specifying the default (or such other period specifically provided herein) constitutes a default under this Agreement; provided, however, if such default is of the nature requiring more than thirty (30) days to cure, the defaulting Party shall avoid default hereunder by commencing to cure within such thirty (30) day period, and thereafter diligently pursuing such cure to completion within an additional sixty (60) days following the conclusion of such thirty (30) day period (for a total of ninety (90) days). Except as required to protect against further damages, the injured Party may not institute proceedings against the Party in default until the time for cure has expired. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. City hereby agrees to accept any cure offered by any limited partner of or lender to Developer on the same basis as if such cure were offered by Developer.

14.2 Rights and Remedies are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

15. Miscellaneous.

15.1 Entire Agreement. This Agreement and the Density Bonus Agreement and all of the exhibits and attachments thereto set forth and contain the entire understanding and agreement of the Parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein or therein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

15.2 Attorneys' Fees and Costs. If either Party to this Agreement commences an action against the other Party to this Agreement to interpret or enforce this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, expert witness fees, costs of investigation, and costs of suit from the losing Party.

15.3 [Intentionally deleted.]

15.4 Interpretation; Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California without regard to conflict of law principles. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

15.5 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

15.6 Third Party Beneficiaries. No person or entity, other than City and Owner, shall have any right of action based upon any provision of this Agreement.

15.7 Notices.

15.7.1 Delivery. As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder. All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail

with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) two (2) days after deposit in the United States mail in a sealed envelope, first class mail and postage prepaid, and addressed to the recipient named below; or (iv) one (1) day after deposit with a known and reliable next-day document delivery service (such as Fed Ex), charges prepaid and delivery scheduled next-day to the recipient named below, provided that the sending party receives a confirmation of delivery from the delivery service provider; or (v) the first business day following the date of transmittal of any facsimile, provided confirmation of successful transmittal is retained by the sending Party. All notices shall be addressed as follows:

If to City:	City of Beaumont 550 East Sixth Street Beaumont, CA 92223 Attn: Director of Director of Planning Phone No: (951) 769-8518 Facsimile No: (951) 769-8526
With a copy to:	Slovak Baron Empey Murphy & Pinkney LLP 1800 East Tahquitz Canyon Way Palm Springs, CA 92262 Phone No: (760) 322-2275 Facsimile No: (760) 322-2107
If to Developer:	LINC-Beaumont 2 APTS LP 555 E. Ocean Blvd, Suite 900 Long Beach, CA 90802 Attn: President Phone No: (562) 684-1120 Facsimile No: (562) 684-1137

With a copy to:

Gubb & Barshay LLP
 505 14th Street, Suite 450
 Oakland, CA 94612
 Attn: Lauren Fechter
 Phone: 415 781-6600
 Facsimile: 415 781-6967
 lfechter@gubbandbarshay.com

With a copy to:

c/o Raymond James Tax Credit Funds, Inc.
 880 Carillon Parkway
 St. Petersburg, Florida 33716
 Attention: Steven J. Kropf, President

and:

PNC BANK, NATIONAL ASSOCIATION
 101 South Fifth Street, 7th Floor
 Mailstop K1-K201-07-4
 Louisville, Kentucky 40202
 Attn: Loan Administration

15.7.2 Change of Address. Either Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

15.8 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

15.9 Singular and Plural. As used herein, the singular of any word includes the plural, and vice versa, as context so dictates. Masculine, feminine, and neuter forms of any word include the other as context so dictates.

15.10 Joint and Several Obligations. If at any time during the term of this Agreement the Property and/or Project is owned, in whole or in part, by more than one Owner, all obligations of such Owner under this Agreement shall be joint and several, and the default of any such Owner shall be the default of all such Owners.

15.11 Computation of Days. Unless otherwise specified in this Agreement or any attachment hereto, use of the term “days” shall mean calendar days. For purposes of this Agreement and all attachments hereto, “business days” shall mean every day of the week except Saturdays, Sundays, and official State holidays as recognized in Government Code Section 19853(a) or successor statute.

15.12 Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon

the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

15.13 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

15.14 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all permitted successors in interest to the Parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each Party and each successor in interest approved pursuant to this Agreement during ownership of the Property or any portion thereof.

15.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

15.16 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. City hereby authorizes City Manager to take such other actions and negotiate and execute any additional agreements as may be necessary or proper to fulfill the City's obligations under this Agreement. The City Manager may delegate her or his powers and duties under this Agreement to an authorized management level employee of the City.

15.17 Covenants Run with the Land. The Property shall be held, sold, conveyed, hypothecated, encumbered, used, occupied and improved subject to the covenants, conditions, and restrictions set forth herein. The covenants, conditions, restrictions, reservations, equitable servitudes, liens and charges set forth in this Agreement shall run with the Property and shall be binding upon Owner and all persons having any right, title or interest in the Property, or any part thereof, their heirs, and successive owners and assigns, shall inure to the benefit of City and its successors and assigns, and may be enforced by City and its successors and assigns. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of City and its successors and assigns, and the parties hereto expressly agree that this Agreement and the covenants herein shall run in favor of City, without regard to whether City is or remains an owner of any land or interest therein to which such covenants relate. Furthermore, all of the covenants, conditions, and restrictions contained herein

shall also constitute easements in gross running in favor of City. City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. Owner hereby declares its understanding and intent that the burden of the covenants set forth herein touch and concern the land and that the Owner’s interest in the Property is rendered less valuable thereby. Owner hereby further declares its understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Property by the citizens of City and by furthering the health, safety, and welfare of the residents of City.

15.18 Subordination. City’s approval of the necessary land use entitlements that authorize Owner to develop, operate, and maintain the Project was based upon Owner’s obligation to provide the Affordable Units pursuant to the State Density Bonus Law and the terms and conditions of this Agreement. For the Density Bonus Agreement Term, this Agreement and the Density Bonus Agreement shall have priority over any and all mortgages, deeds of trust, and other similar forms of secured financing recorded against the Property or any portion thereof. Owner expressly understands and acknowledges that state law requires preservation of affordability covenants in connection with the approval of this density bonus project.

15.19 Authority to Execute. The person or persons executing this Agreement on behalf of each Party warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind the Party to the performance of its obligations hereunder.

15.20 Counterparts. This Agreement may be executed in two or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall, together, constitute and shall be one and the same instrument. This Agreement shall not be effective until the execution and delivery by the Parties of at least one set of counterparts. The Parties hereunder authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

15.21 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, pandemics, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the Party’s control (including the Party’s employment force), court actions (such as restraining orders or injunctions), or other causes beyond the Party’s control, including delays by any governmental entity (although the City may not benefit from this provision for a delay that results from City’s failure to perform its obligations under this Agreement), or an insurance company of either party. If any such events shall occur, the term of this Agreement and the time for performance by either Party of any of its obligations hereunder may be extended by the written agreement of the Parties for the period of time that such events prevented such performance.

[signatures on next page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year set forth in the preamble above.

“CITY”
CITY OF BEAUMONT
California municipal corporation

By: _____
Mike Lara, Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

City Attorney

“DEVELOPER”

LINC-Beaumont 2 Apts LP,
a California limited partnership

By: LINC-Beaumont 2 Apts LLC,
a California limited liability company,
its managing general partner

By: LINC Housing Corporation, a California
nonprofit public benefit corporation, its sole
member and manager

By: _____
Anne Wilson, Chief Real Estate
Development Officer

By: Riverside Community Housing Corp.,
a California nonprofit public benefit
corporation,
its administrative general partner

By: _____
Carrie Harmon,
Chief Operating Officer

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature_____

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____

ATTACHMENT A
To Regulatory Agreement
LEGAL DESCRIPTION OF PROPERTY

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Beaumont
550 East Sixth Street
Beaumont, CA 92223
Attn: Director of Director of Planning

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

This Termination Release of Regulatory Agreement is recorded at the request and for the benefit of the City of Beaumont and is exempt from the payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

TERMINATION AND RELEASE OF REGULATORY AGREEMENT

This TERMINATION AND RELEASE OF REGULATORY AGREEMENT (the "Termination and Release of Regulatory Agreement") is being entered into by and between (i) the CITY OF BEAUMONT, a California municipal corporation (hereinafter "City"), and (ii) LINC-BEAUMONT 2 APTS LP, a California limited partnership (hereinafter "Owner"). City and Owner are hereinafter sometimes referred to collectively as the "Parties" and individually as a "Party."

RECITALS:

A. Owner is the owner in fee of that certain real property located in the City of Beaumont, County of Riverside, State of California, more particularly described in the legal description attached hereto as Exhibit No. 1 (the "Property") and incorporated by this reference.

B. On or about _____, Owner and City entered into that certain Density Bonus Housing Agreement (the "Density Bonus Agreement") relating to the Property. The Density Bonus Agreement is a public record and is available for inspection and copying in the office of the City Clerk of City located at 550 East Sixth Street, City Beaumont, County of Riverside, State of California. Any capitalized terms not defined herein shall have the meanings ascribed to such terms in the Density Bonus Agreement.

C. The Owner has developed on the Property a 48-unit affordable rental residential community (the "Project"). Pursuant to a City condition of approval for the Project and the Density Bonus Agreement, Owner was required to develop eight (8) of said units (the "Affordable Units") to be rented at Affordable Rent to Eligible Households.

D. Pursuant to the Density Bonus Agreement, Owner was required to execute and record that certain Regulatory Agreement and Declaration of Covenants and Restrictions (the "Regulatory Agreement"), recorded on _____ 2021, as Instrument No. _____ of the Official Records for Riverside County, California. The Regulatory Agreement was recorded against the Property, to provide constructive notice thereof to any successors or assigns of Owner's

fee interest of the Property, and to memorialize and impose the restrictive covenants, including the affordability covenants that eight (8) Units were to be rented at Affordable Rent to Eligible Households during the Density Bonus Agreement Term.

E. Pursuant to the Density Bonus Agreement and the Regulatory Agreement, after the expiration of the Density Bonus Agreement Term, Owner and City are required to execute and record or cause to be executed and recorded for the benefit of the Property this Termination and Release of Regulatory Agreement, whereupon the Property and Project would be released from the terms and conditions of the Regulatory Agreement, and Owner would be released from its obligations under the Density Bonus Agreement.

COVENANTS :

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, Owner and City agree as follows:

1. From and after the date that this Termination and Release of Regulatory Agreement is recorded, neither the Property nor the Project shall be bound or burdened by any of the provisions set forth in the Regulatory Agreement.
2. City shall cooperate in executing any further or additional documents, in recordable form if necessary, as may be reasonably requested by any existing or prospective owner or holder of a mortgage or deed of trust of, in, or to any of the Property and/or Project to confirm said Termination and Release of Regulatory Agreement. The form of any such additional documents shall be prepared by such existing or prospective owner or holder at no cost to City, and shall be in a form approved by the City Attorney.
3. City does hereby certify that the Density Bonus Agreement Term has expired, and that the Property is hereby released from any further obligations set forth in the Density Bonus Agreement.
4. This Termination and Release of Regulatory Agreement shall not constitute evidence of compliance with or satisfaction of any obligation of Owner to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the construction of the Project on the Property or any part thereof or operation of the Project.

[signatures on next page]

IN WITNESS WHEREOF, City has executed this Termination and Release of Regulatory Agreement as of this ____ day of _____, ____.

CITY OF BEAUMONT, a California municipal corporation

By: _____

Mike Lara, Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

“DEVELOPER”

LINC-BEAUMONT 2 APTS LP, a California limited partnership

By: LINC-Beaumont 2 APTS LLC,
a California limited liability company,
its managing general partner

By: LINC Housing Corporation, a
California nonprofit public benefit
corporation, its sole member and
manager

By: _____
Anne Wilson, Chief Real
Estate Development Officer

By: Riverside Community Housing Corp.,
a California nonprofit public benefit
corporation, its administrative general partner

By: _____
Carrie Harmon,
Chief Operating Officer

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature_____

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____

**ATTACHMENT A
TO TERMINATION AND RELEASE
OF REGULATORY AGREEMENT**

LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

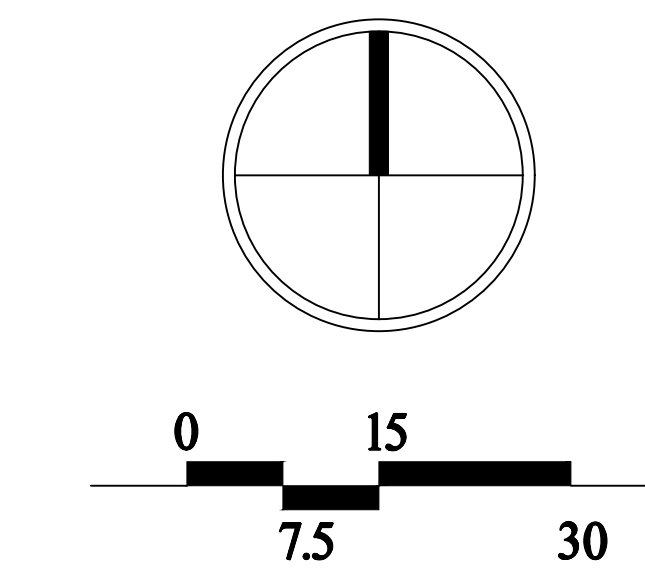
PARCEL 1 OF PARCEL MAP NO. 26990, IN THE CITY OF BEAUMONT, COUNTY OF
RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 172, PAGES
65 AND 66 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY.

ASSESSOR'S PARCEL NUMBER:419-150-050

ALLEGHENY APTS.
 ALLEGHENY STREET
 BEAUMONT, CA

No.	Date	Issue / Description
03.25.2019	PLANNING DEPT. SUBMITTAL	
07.13.2019	PLANNING DEPT. SUBMITTAL	
04.23.2019	PLANNING COMMENTS	

IT IS THE CLIENT'S RESPONSIBILITY PRIOR TO ANY CONSTRUCTION TO NOTIFY THE ARCHITECT IN WRITING OF ANY PROPOSED CHANGES TO THE PLAN AND SPECIFICATIONS OF WORK. CONTRACTOR PROFESSIONAL RESPONSIBILITY FOR THE DESIGN, CODES AND METHODS OF CONSTRUCTION INCLUDES RESPONSIBILITY TO BE AWARE. WRITTEN NOTIFICATION ADDRESSING BOTH PROPOSED CHANGES OR CONCERNS SHALL BE RECEIVED FROM THE ARCHITECT PRIOR TO THE CLIENT OR CLIENT'S DESIGN/ARCHITECT PROCEEDING WITH THE WORK. THE CLIENT SHALL BE RESPONSIBLE FOR ANY PROJECTS IN CONSTRUCTION IF THESE PROCEEDINGS ARE NOT FOLLOWED.



SITE PLAN SCALE: 1"=15'-0"

DESIGNATION	DESCRIPTION	AREA (SF)
A	Open space in adjacent to Bldg. A	1,305
B	Open space in adjacent to Bldg. A	2,168
C	Open space in adjacent to Bldg. A	1,021
D	OS Adjacent to East property line	1,371
E	Open space in adjacent to Bldg. B	3,184
F	Community Room area (Sht. A.4)	1,752
TOTAL		10,801

OPEN SPACE CALCULATIONS

RESIDENTIAL (100% ON-SITE RESTRICTED AFFORDABLE)	
REQUIRED:	24 (.5/UNIT)
PROVIDED:	28

PARKING CALCULATIONS

SITE PLAN LEGEND

- INDICATES ACCESSIBLE PATH OF TRAVEL CONNECTING PUBLIC ROW, BUILDING AND ACCESSIBLE PARKING
- INDICATES BUILDING FOOTPRINT AT FIRST FLOOR
- INDICATES OPEN SPACE AREAS (SEE TABLE ON THIS PAGE)

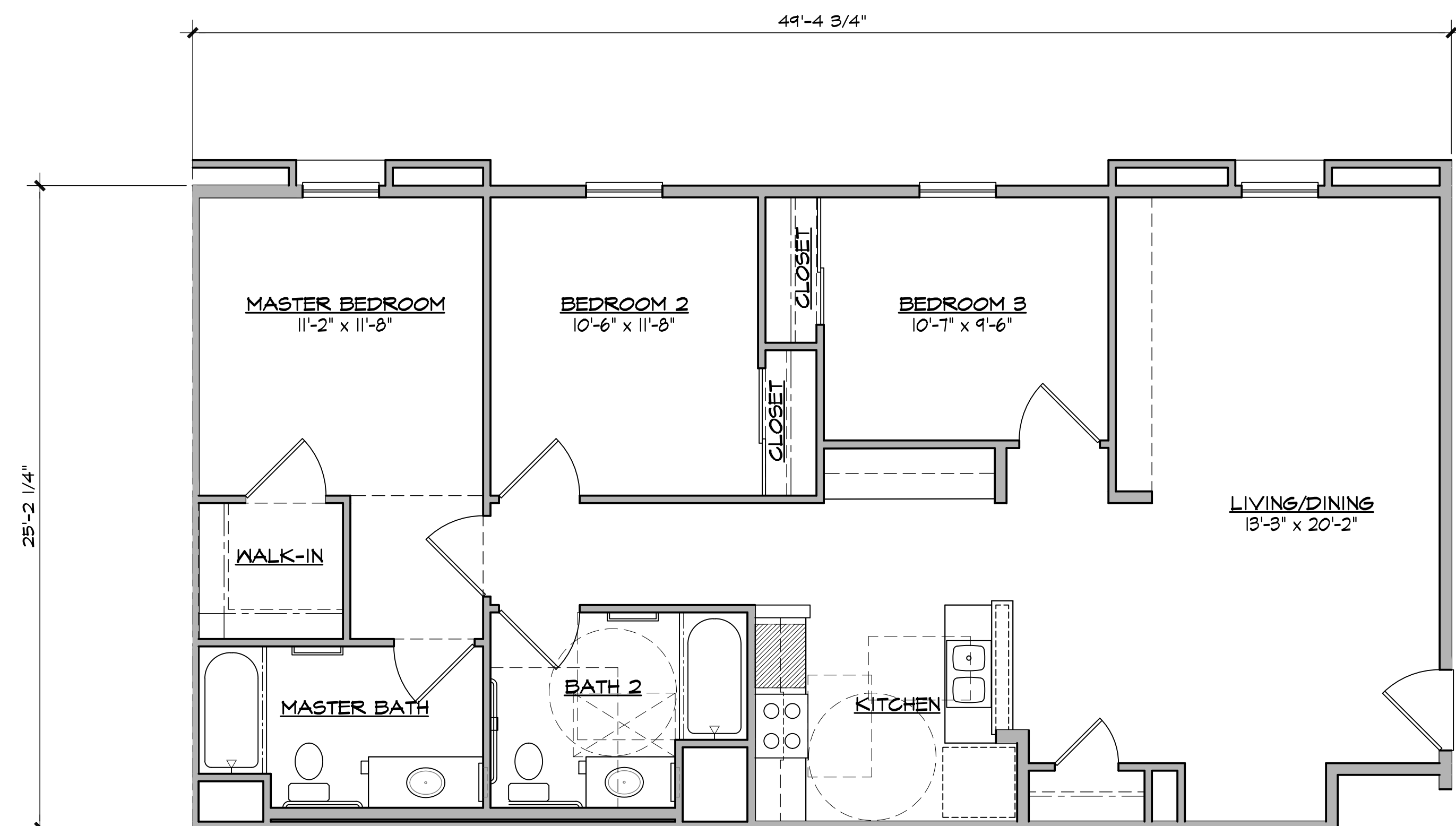
LICENSE STAMP:

SHEET TITLE:

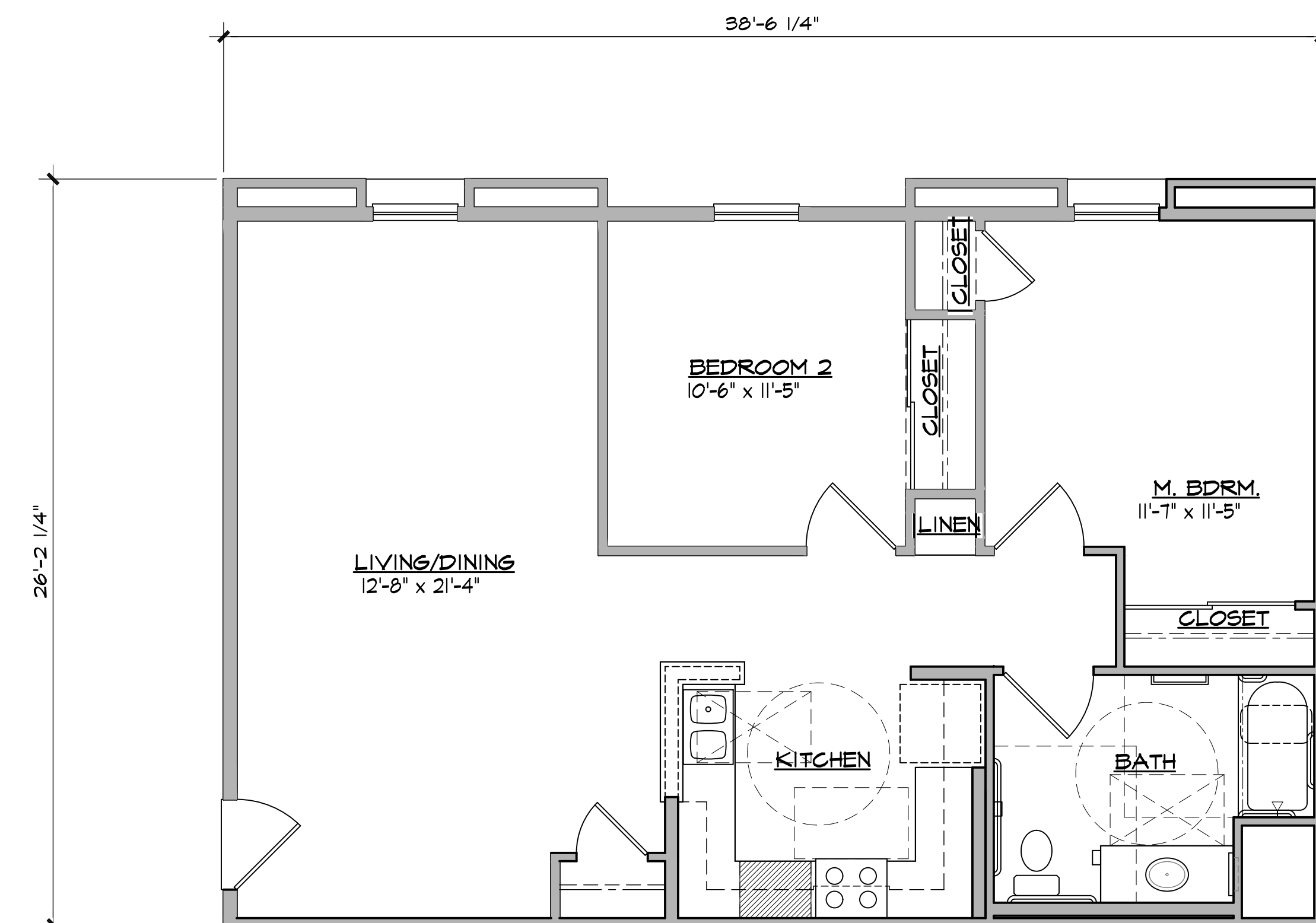
**ARCHITECTURAL
 SITE PLAN**

SHEET NO.:

A.2



UNIT PLAN 3 - 1,159 SF SCALE: 1/4"=1'-0"



UNIT PLAN 2 - 912 SF SCALE: 1/4"=1'-0"

No.	Date	Issue / Description
03.25.2019		PLANNING DEPT. SUBMITTAL
07.13.2019		PLANNING DEPT. SUBMITTAL
04.23.2019		PLANNING COMMENTS

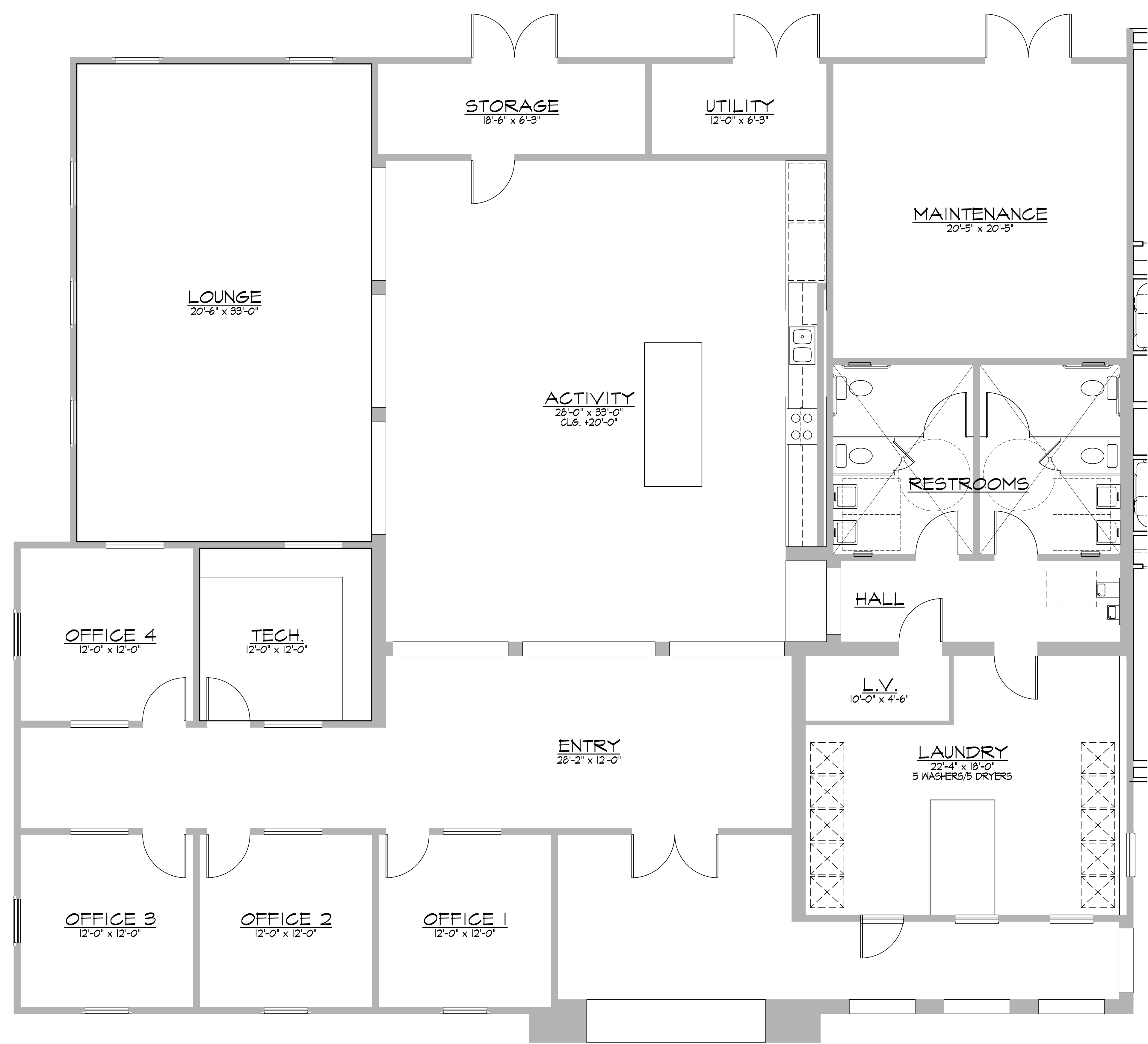
IF BY THE CLIENT'S RESPONSIBILITY PRIOR TO AN OTHER CONTRACTOR TO NOTIFY THE ARCHITECT IN WRITING OF ANY PROPOSED CHANGES OR DISCREPANCIES IN THE PLANS AND SPECIFICATIONS OF RECORD. CONTRACTOR PROCEEDING UNLESS OTHERWISE IN WRITING FROM THE ARCHITECT AND WITHOUT THE ARCHITECT'S WRITTEN PERMISSION SHALL BE AT THE CLIENT'S RISK. THE CLIENT SHALL BE RESPONSIBLE FOR ANY PROJECTS IN CONVICTION OF THESE PROVISIONS ARE NOT FOLLOWING.

LICENSE STAMP:

SHEET TITLE:

UNIT PLANS

SHEET NO.:



SPACE	AREA (SF)	O.S. CALC. (SF)
ENTRY	515	-
OFFICE 1	144	-
OFFICE 2	144	-
OFFICE 3	144	-
OFFICE 4	144	-
TECH	144	144
L.V.	45	-
LAUNDRY	353	-
HALL	131	-
RESTROOMS	263	-
MAINTENANCE	418	-
ACTIVITY	927	927
LOUNGE	681	681
STORAGE	117	-
UTILITY	76	-
O.S. CALC. TOTAL		1752

Note: Area totals are taken from inside of wall to establish usable area and will not total to equal the building footprint nor the building area as considered by Chapter 5 of the CBC

USABLE AREA CALC.

No.	Date	Issue / Description
03.25.2019	03.25.2019	PLANNING DEPT. SUBMITTAL
07.13.2019	07.13.2019	PLANNING DEPT. SUBMITTAL
04.23.2019	04.23.2019	PLANNING COMMENTS

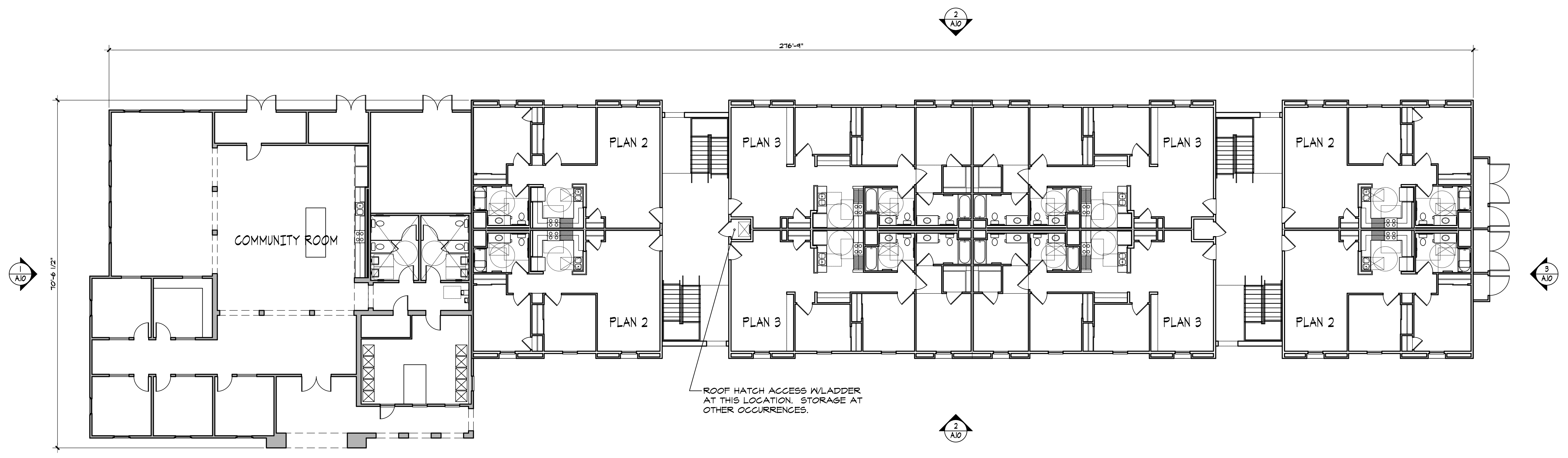
IT IS THE CLIENT'S RESPONSIBILITY PRIOR TO ANY OTHER CONTRACTOR TO NOTIFY THE ARCHITECT IN WRITING OF ANY PERMITTED BRANDS OR SPECIFICATIONS TO THE PLAN AND SPECIFICATIONS OF ANY CONTRACTOR PRIOR TO ANY WORK BEING PERFORMED. THE DESIGN, CODES AND METHODS OF CONSTRUCTION SHALL BE RESPONSIBLE TO THE CLIENT. WRITTEN NOTIFICATION ADDRESSING SUCH PERMITTED BRANDS OR SPECIFICATIONS SHALL BE RECEIVED FROM THE ARCHITECT PRIOR TO THE CLIENT OR CLIENT'S DESIGN/CONSTRUCTION WITH THE ARCHITECT. THE CLIENT WILL BE RESPONSIBLE FOR ANY PROJECTS IN CONVICTION OF THESE PROVISIONS AND NOT FOLLOWING.

LICENSE STAMP:

SHEET TITLE:
COMMUNITY ROOM

SHEET NO.:

ALLEGHENY APTS.
ALLEGHENY STREET
BEAUMONT, CA



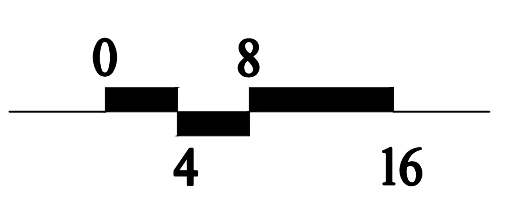
No.	Date	Issue / Description
03.25.2019	PLANNING DEPT. SUBMITTAL	
07.13.2019	PLANNING DEPT. SUBMITTAL	
09.23.2019	PLANNING COMMENTS	

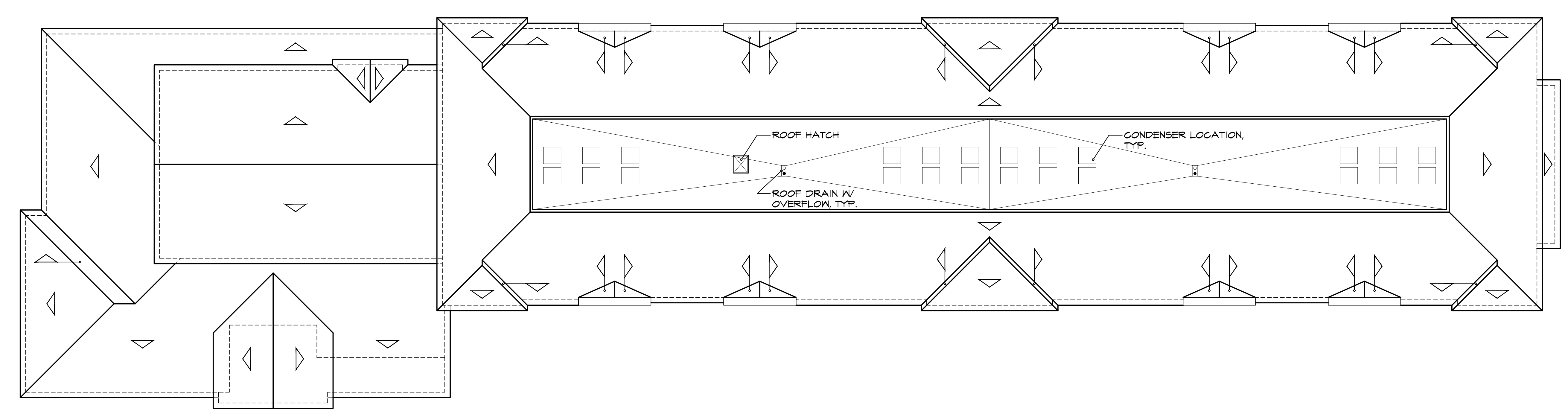
IF IN THE CLIENT'S RESPONSIBILITY TO INquire OF THE CONTRACTOR TO NOTIFY THE ARCHITECT IN WRITING OF ANY PERCEIVED ERRORS OR OMISSIONS IN THE PLANS AND SPECIFICATIONS OF WORK, A CONTRACTOR'S PROFESSIONAL LIABILITY FOR THE DESIGN, CONSTRUCTION AND METHOD OF CONSTRUCTION SHALL BE WAIVED. WRITTEN NOTIFICATION ADDRESSING SUCH PERCEIVED ERRORS OR OMISSIONS SHALL BE PROVIDED FROM THE ARCHITECT TO THE CLIENT OR CLIENT'S DESIGNATED PROJECT REPRESENTATIVE WITHIN THE CLIENT'S RESPONSIBILITY TO INquire OF THE CONTRACTOR TO NOTIFY THE ARCHITECT IN WRITING OF ANY PERCEIVED ERRORS OR OMISSIONS IN THE PLANS AND SPECIFICATIONS OF WORK.

LICENSE STAMP:

SHEET TITLE:
BUILDING COMPOSITES

SHEET NO.:





No.	Date	Issue / Description
03.25.2019	03.25.2019	PLANNING DEPT. SUBMITTAL
07.13.2019	07.13.2019	PLANNING DEPT. SUBMITTAL
04.23.2019	04.23.2019	PLANNING COMMENTS

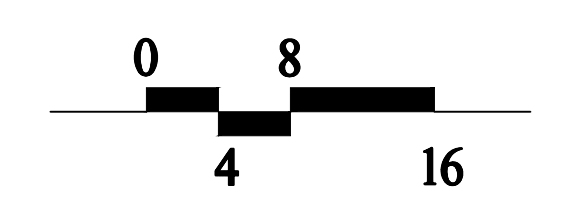
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LICENSE STAMP:

SHEET TITLE:

ROOF PLAN

SHEET NO.:





FRONT ELEVATION - BUILDING 'A' SCALE: 3/32"=1'-0" 2

Color & Material Matrix

Stucco - 1	Stucco - 2	Fascia	Trim	Exterior Doors	Decorative Metal	Roof Tile
P-100 Glacier White	P-5600 Cargo	SW 7026 Griffin	SW 7026 Griffin	SW 7026 Griffin	SW 7020 Black Fox	3723 - Adobe Blend (Capistrano)

STUCCO MANUFACTURER: Merlex (Exterior Stucco Color Coat - 20/30)

PAINT MANUFACTURER: Sherwin Willams

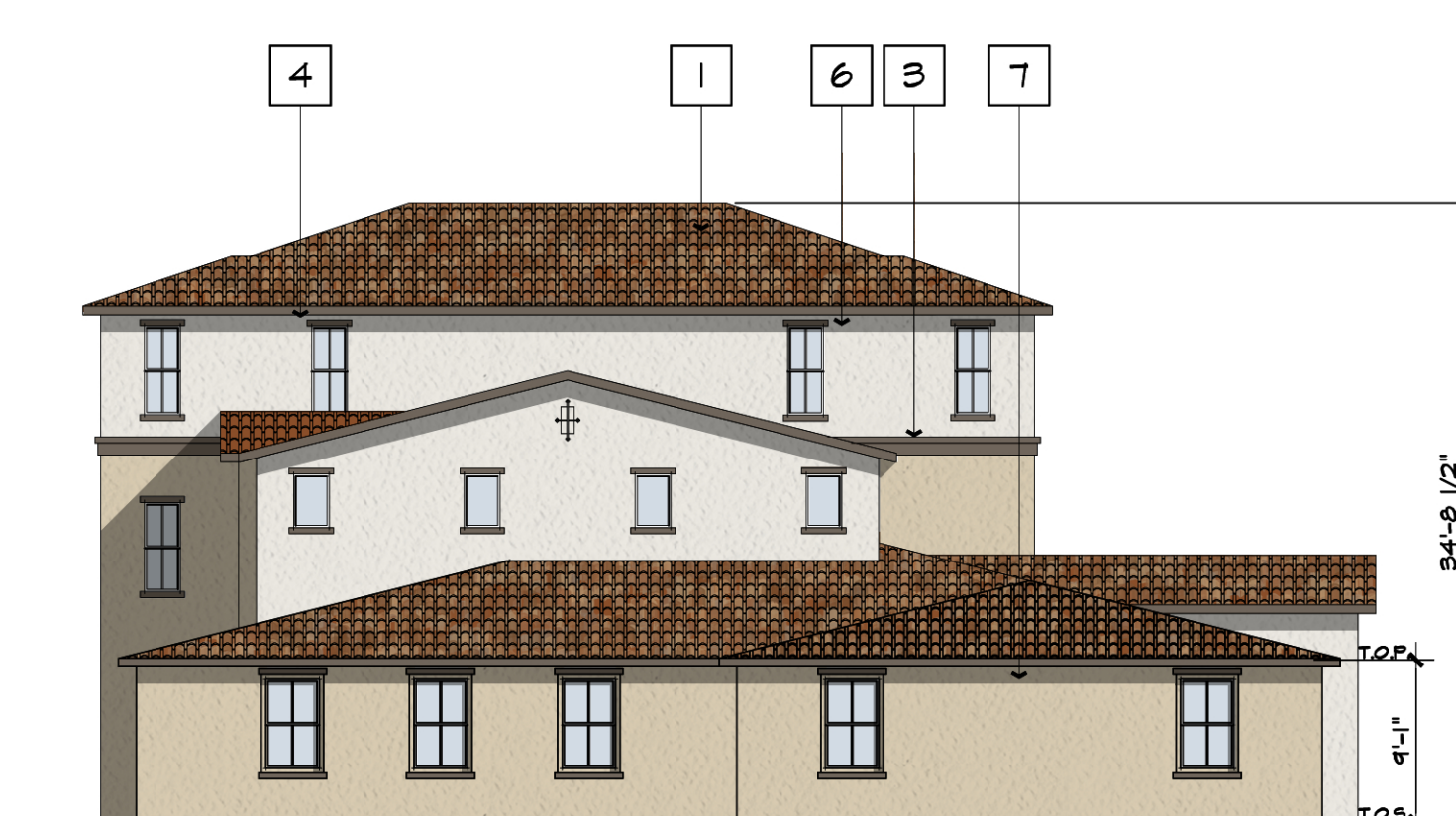
ROOF TILE MANUFACTURER: Eagle Roofing

No.	Date	Issue / Description
03.25.2019	PLANNING DEPT. SUBMITTAL	
01.13.2019	PLANNING DEPT. SUBMITTAL	
04.23.2019	PLANNING COMMENTS	

IT IS THE CLIENT'S RESPONSIBILITY TO OBTAIN NECESSARY PERMITS AND TO NOTIFY THE ARCHITECT IN WRITING OF ANY PERMITTED CHANGE OR MODIFICATION TO THE PLAN AND SPECIFICATIONS OF THIS CONTRACTOR. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION AND METHOD OF CONSTRUCTION. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION AND METHOD OF CONSTRUCTION. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION AND METHOD OF CONSTRUCTION. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION AND METHOD OF CONSTRUCTION.



REAR ELEVATION - BUILDING 'A' SCALE: 3/32"=1'-0" 1



SIDE ELEVATION - BUILDING 'A' SCALE: 3/32"=1'-0" 3

- 1 CONCRETE 'S' TILE ROOF
- 2 DECORATIVE WROUGHT IRON O/STUCCO RECESS
- 3 DECORATIVE BAND, SEE ELEVATION FOR PROFILE
- 4 STUCCO O/2X FOAM TRIM
- 5 RECESSED WINDOW, 4" REVEAL TYP.
- 6 STUCCO 1 - MERLEX P-100, 'GLACIER WHITE'
- 7 STUCCO 2 - MERLEX P-5600, 'CARGO'
- 8 12" WIDE PRECAST TRIM
- 9 PREFABRICATED STEEL STAIR W/CONCRETE TREADS
- 10 DECORATIVE COACH LIGHT

ELEVATION NOTES

LICENSE STAMP:

SHEET TITLE:

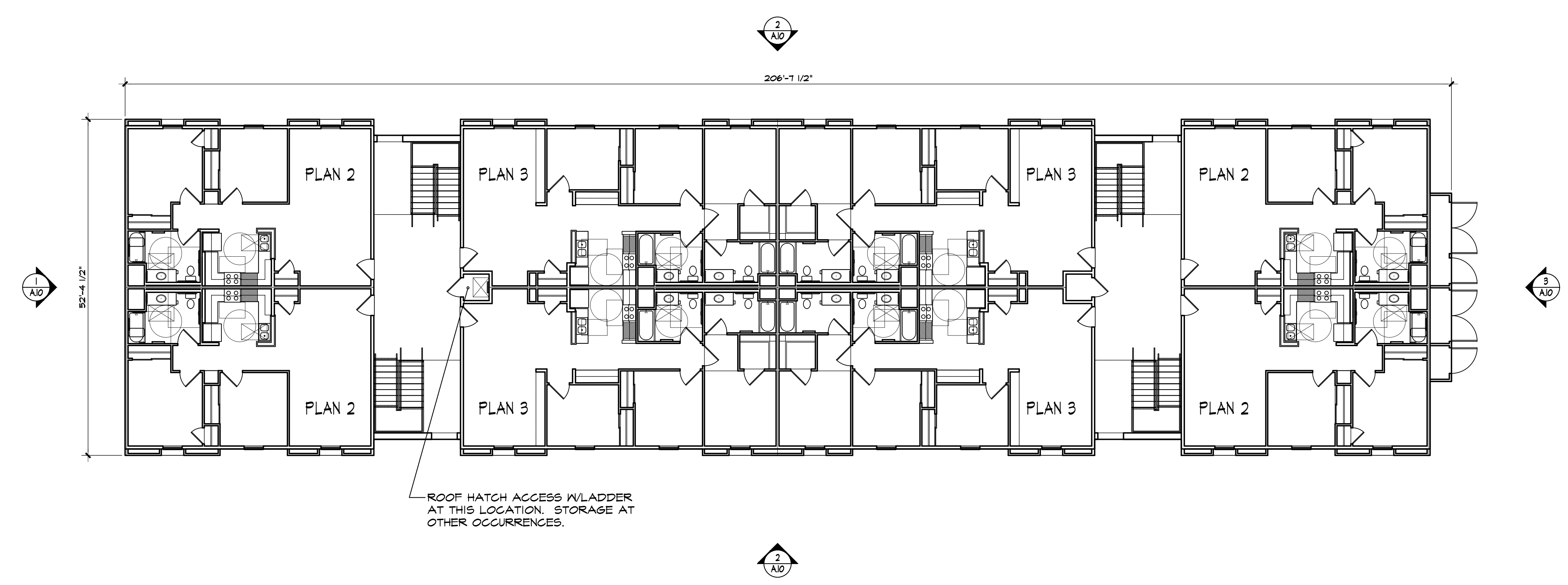
BUILDING ELEVATIONS

SHEET NO.:



555 E. OCEAN BLVD., STE. 900
LONG BEACH, CA 90802

ALLEGHENY APTS.
ALLEGHENY STREET
BEAUMONT, CA



ROOF HATCH ACCESS W/LADDER
AT THIS LOCATION. STORAGE AT
OTHER OCCURRENCES.

No.	Date	Issue / Description
03.25.2019	PLANNING DEPT. SUBMITTAL	
07.13.2019	PLANNING DEPT. SUBMITTAL	
04.23.2019	PLANNING COMMENTS	

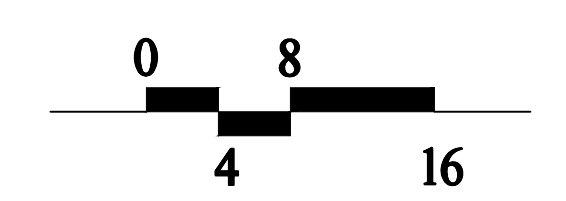
IF IN THE CLIENT'S RESPONSIBILITY TO INquire CONTRACTOR TO NOTIFY THE ARCHITECT IN WRITING OF ANY PERCEIVED ERRORS OR OMISSIONS IN THE PLANS AND SPECIFICATIONS OF WORK. A CONTRACTOR'S NEGLIGENCE, INADEQUATE KNOWLEDGE OF THE BUILDING CODES AND METHODS OF CONSTRUCTION, AND/OR REASONABLELY BE AWARE, WRITTEN NOTIFICATION ADDRESSING SUCH PERCEIVED ERRORS OR OMISSIONS SHALL BE REQUIRED FROM THE ARCHITECT PRIOR TO THE CLIENT OR CLIENT'S DESIGN/WORK ONLY PROCEEDING WITH THE WORK. THE CLIENT SHALL BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OF THESE PROCEDURES ARE NOT FOLLOWED.

LICENSE STAMP:

SHEET TITLE:

**BUILDING
COMPOSITES**

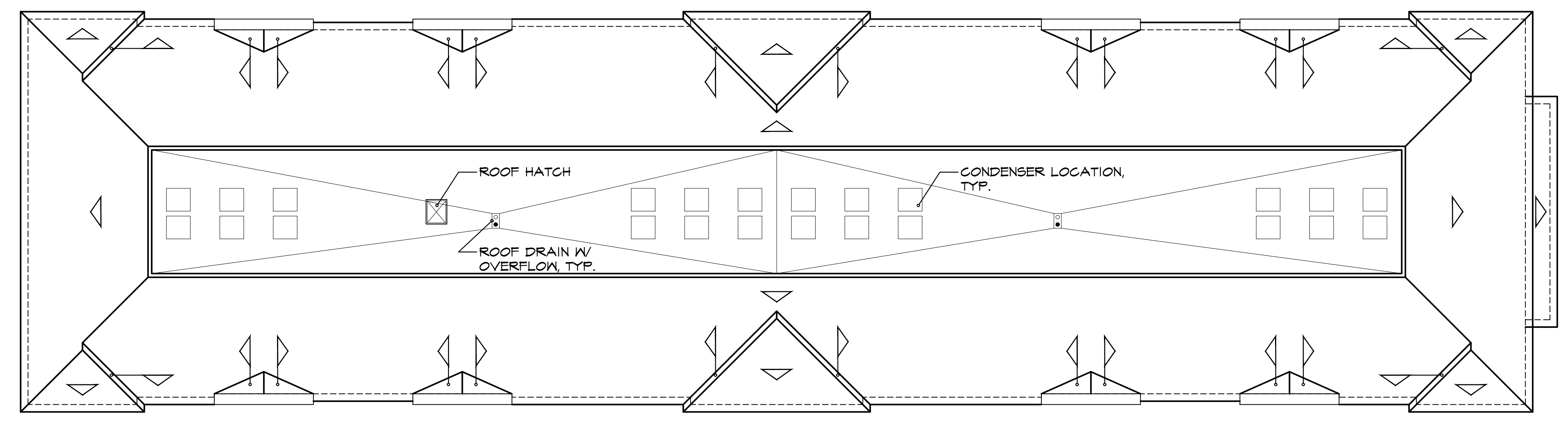
SHEET NO.:



BUILDING 'B' - ALL LEVELS SIMILAR SCALE: 3/32"=1'-0"

CADFILE:
PLOT DATE:

A.8



No.	Date	Issue / Description
03.25.2019	03.25.2019	PLANNING DEPT. SUBMITTAL
07.13.2019	07.13.2019	PLANNING DEPT. SUBMITTAL
04.23.2019	04.23.2019	PLANNING COMMENTS

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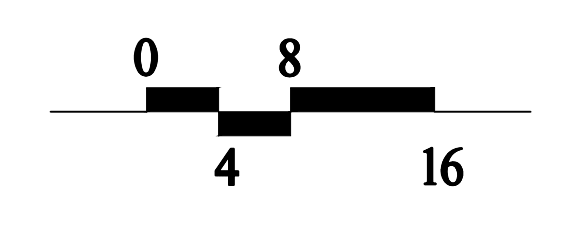
LICENSE STAMP:

SHEET TITLE:

ROOF PLAN

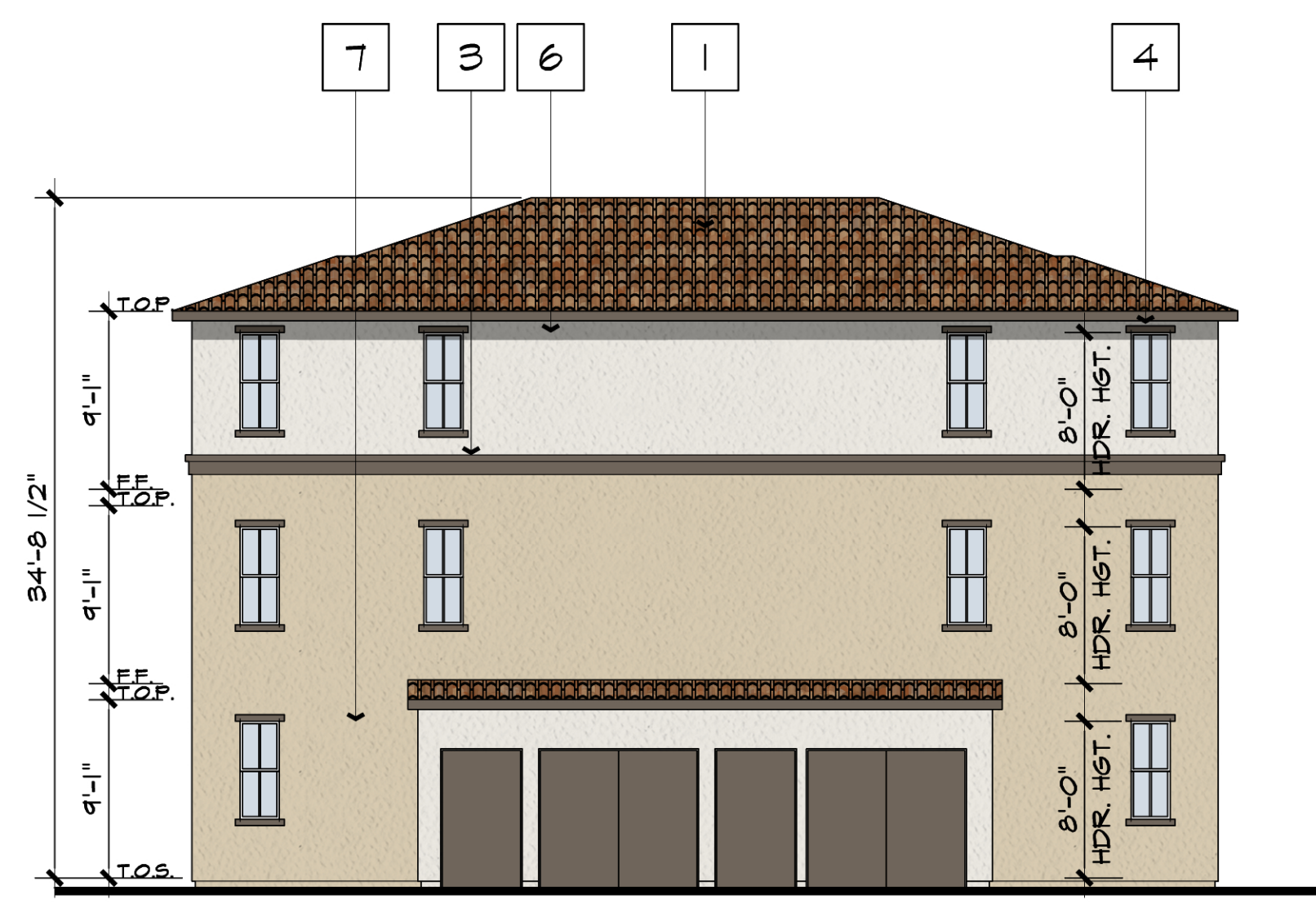
SHEET NO.:

A.9

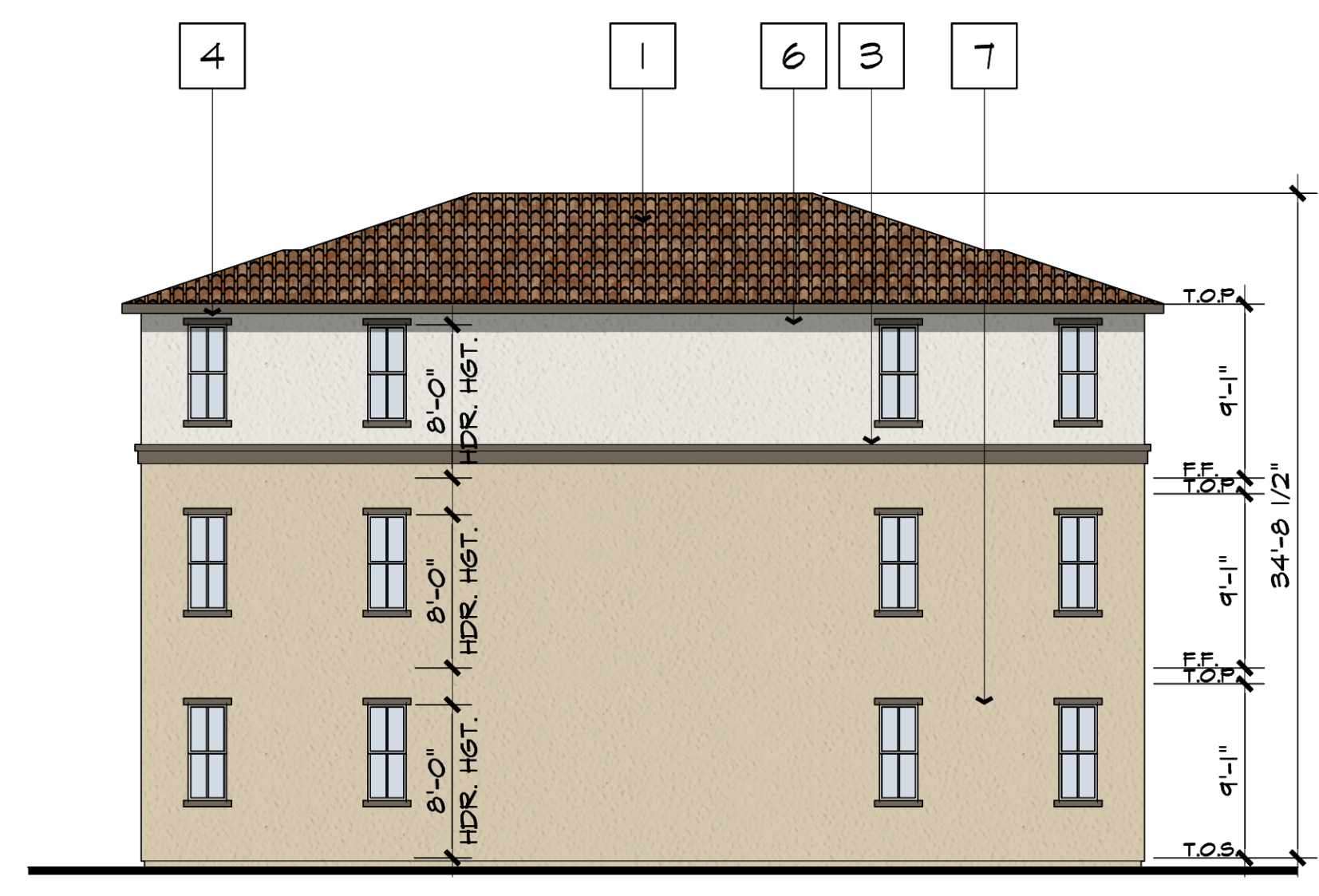




FRONT/REAR ELEVATION - BUILDING 'B' SCALE: 1/8"=1'-0" 2



SIDE ELEVATION - BUILDING 'B' SCALE: 1/8"=1'-0" 3



SIDE ELEVATION - BUILDING 'B' SCALE: 1/8"=1'-0" 1

Color & Material Matrix

Stucco - 1	Stucco - 2	Fascia	Trim	Exterior Doors	Decorative Metal	Roof Tile
P-100 Glacier White	P-5600 Cargo	SW 7026 Griffin	SW 7026 Griffin	SW 7026 Griffin	SW 7020 Black Fox	

STUCCO MANUFACTURER: Merlex (Exterior Stucco Color Coat - 20/30)
PAINT MANUFACTURER: Sherwin Williams
ROOF TILE MANUFACTURER: Eagle Roofing

- 1 CONCRETE 'S' TILE ROOF
- 2 DECORATIVE WROUGHT IRON O/STUCCO RECESS
- 3 DECORATIVE BAND, SEE ELEVATION FOR PROFILE
- 4 STUCCO O/2X FOAM TRIM
- 5 RECESSED WINDOW, 4" REVEAL TYP.
- 6 STUCCO 1 - MERLEX P-100, 'GLACIER WHITE'
- 7 STUCCO 2 - MERLEX P-5600, 'CARGO'
- 8 12" WIDE PRECAST TRIM
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ELEVATION NOTES

No.	Date	Issue / Description
03.25.2019	03.25.2019	PLANNING DEPT. SUBMITTAL
01.13.2019	01.13.2019	PLANNING DEPT. SUBMITTAL
04.23.2019	04.23.2019	PLANNING COMMENTS

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LICENSE STAMP:

SHEET TITLE:

BUILDING ELEVATIONS

SHEET NO.:



MINUTES
Planning Commission Meeting
Council Chambers
550 E 6th St. Beaumont, Ca
Regular Session: 6:00 PM
Tuesday, May 28, 2019

REGULAR SESSION

CALL TO ORDER at 6:00 p.m.

Present: Chairman Tinker, Vice Chairman St. Martin, Commissioner Smith, Commissioner Barr, Commissioner Stephens

Pledge of Allegiance

Approval/Adjustments to Agenda: **None**

Conflict of Interest Disclosure: **None**

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

Any one person may address the Planning Commission 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 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 Commission from discussing or taking actions brought up by your comments.

No speakers.

ACTION ITEMS/PUBLIC HEARINGS/REQUESTS

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

1. Plot Plan PP2019-0196 for a Proposed Apartment Complex for Special Needs Populations Consisting of 47 One-Bedroom Units and 1 Three-Bedroom Managers Unit, Parking, Open Space and Community Building on a 1.5 Acre Parcel Located on the East Side of Allegheny Avenue, North of 6th Street in the Commercial General (CG) Zone, Planning Area 7 of the City of Beaumont Housing Element (APN # 419-150-050)

Public hearing opened at 6:03 p.m.

C. Snyder – *Representing the applicant, answered questions of the Commission.*

Public hearing closed at 6:25 p.m.

Motion by Vice Chair St. Martin

Second by Commissioner Barr

Commissioner Stephens

Commissioner Barr

Commissioner Smith

Vice Chair St. Martin

Chairman Tinker

To approve Plot Plan PP2019-0196 for a proposed apartment complex for special needs populations subject to the findings and attached conditions of approval, and Forward a recommendation of approval of the Density Housing Agreement to the City Council with the change to the condition of the video surveillance to extend the retention to 90 days.

Approved by a unanimous vote.

2. Plot Plan PP2018-0154 and Mitigated Negative Declaration for a Proposed Storage Yard for Freeway Construction and Maintenance Materials on 2.83 Acres Located at 310 Elm Street in the Manufacturing (M) Zone (APN 417-110-023, -022 and 417-130-013)

Public hearing opened at 6:30 p.m.

P. McClung – Resident. Expressed concerns with access to water lines and correct the property lines.

P. Ortiz – Applicant. Has concerns with item 91 on the environmental document in regards to the sound barrier and requests a change to the specific requirements or the sequence.

R. Fitch – Representative of the applicant. Asked for clarification of property lines and location of water lines.

T. Medina – Resident. Concerned with current water lines that run under the proposed project and the current water runoff issue.

D. Snow – Owner of the property of the proposed project. Spoke in favor of approving the project.

A. McClung – Resident. Stated that the residents on Olive Ave. may not have received notice of the project.

C. Winter – Representative of the Environmental Study. Clarified the requirement of the sound barrier requirement.

Public hearing closed at 7:00 p.m.

Motion by Commissioner Smith

Second by Commissioner Stephens

Commissioner Stephens

Commissioner Barr

Commissioner Smith

Vice Chair St. Martin

Chairman Tinker

To approve the substitution of condition 91 of the environmental study to state "Prior to the issuance of a grading permit the applicant shall provide evidence that the equipment utilized to clear the site shall not generate noise levels above 55 dBA, per the City's interior noise standard"

Motion by Commissioner Smith

Second by Vice Chair St. Martin

Commissioner Stephens

Commissioner Barr

- Commissioner Smith
- Vice Chair St. Martin
- Chairman Tinker

To approve Plot Plan 2018-0154 and Mitigated Negative Declaration for a proposed storage yard for freeway construction and maintenance materials subject to the findings and attached conditions of approval with added conditions that restricts truck traffic on Third Street, and a requirement of resolution of the water line easement issue on the property.

Community Development Director Comments

Asked for availability of a special meeting on June 25th. Possible cancellation of the June 11th meeting. Gave an update of the General Plan.

ADJOURNMENT

Adjournment of the Planning Commission of the May 28, 2019 Special Meeting at 7:20 p.m.

The next regular meeting of the Beaumont Planning Commission is scheduled for Tuesday, June 11, 2019, at 6:00 p.m. or thereafter as noted on the posted Agenda at City Hall.

Beaumont City Hall – Online www.BeaumontCa.gov

State of California

GOVERNMENT CODE

Section 65915

65915. (a) (1) When an applicant seeks a density bonus for a housing development within, or for the donation of land for housing within, the jurisdiction of a city, county, or city and county, that local government shall comply with this section. A city, county, or city and county shall adopt an ordinance that specifies how compliance with this section will be implemented. Except as otherwise provided in subdivision (s), failure to adopt an ordinance shall not relieve a city, county, or city and county from complying with this section.

(2) A local government shall not condition the submission, review, or approval of an application pursuant to this chapter on the preparation of an additional report or study that is not otherwise required by state law, including this section. This subdivision does not prohibit a local government from requiring an applicant to provide reasonable documentation to establish eligibility for a requested density bonus, incentives or concessions, as described in subdivision (d), waivers or reductions of development standards, as described in subdivision (e), and parking ratios, as described in subdivision (p).

(3) In order to provide for the expeditious processing of a density bonus application, the local government shall do all of the following:

(A) Adopt procedures and timelines for processing a density bonus application.

(B) Provide a list of all documents and information required to be submitted with the density bonus application in order for the density bonus application to be deemed complete. This list shall be consistent with this chapter.

(C) Notify the applicant for a density bonus whether the application is complete in a manner consistent with the timelines specified in Section 65943.

(D) (i) If the local government notifies the applicant that the application is deemed complete pursuant to subparagraph (C), provide the applicant with a determination as to the following matters:

(I) The amount of density bonus, calculated pursuant to subdivision (f), for which the applicant is eligible.

(II) If the applicant requests a parking ratio pursuant to subdivision (p), the parking ratio for which the applicant is eligible.

(III) If the applicant requests incentives or concessions pursuant to subdivision (d) or waivers or reductions of development standards pursuant to subdivision (e), whether the applicant has provided adequate information for the local government to make a determination as to those incentives, concessions, or waivers or reductions of development standards.

(ii) Any determination required by this subparagraph shall be based on the development project at the time the application is deemed complete. The local government shall adjust the amount of density bonus and parking ratios awarded pursuant to this section based on any changes to the project during the course of development.

(b) (1) A city, county, or city and county shall grant one density bonus, the amount of which shall be as specified in subdivision (f), and, if requested by the applicant and consistent with the applicable requirements of this section, incentives or concessions, as described in subdivision (d), waivers or reductions of development standards, as described in subdivision (e), and parking ratios, as described in subdivision (p), when an applicant for a housing development seeks and agrees to construct a housing development, excluding any units permitted by the density bonus awarded pursuant to this section, that will contain at least any one of the following:

(A) Ten percent of the total units of a housing development for lower income households, as defined in Section 50079.5 of the Health and Safety Code.

(B) Five percent of the total units of a housing development for very low income households, as defined in Section 50105 of the Health and Safety Code.

(C) A senior citizen housing development, as defined in Sections 51.3 and 51.12 of the Civil Code, or a mobilehome park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the Civil Code.

(D) Ten percent of the total dwelling units in a common interest development, as defined in Section 4100 of the Civil Code, for persons and families of moderate income, as defined in Section 50093 of the Health and Safety Code, provided that all units in the development are offered to the public for purchase.

(E) Ten percent of the total units of a housing development for transitional foster youth, as defined in Section 66025.9 of the Education Code, disabled veterans, as defined in Section 18541, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.). The units described in this subparagraph shall be subject to a recorded affordability restriction of 55 years and shall be provided at the same affordability level as very low income units.

(F) (i) Twenty percent of the total units for lower income students in a student housing development that meets the following requirements:

(l) All units in the student housing development will be used exclusively for undergraduate, graduate, or professional students enrolled full time at an institution of higher education accredited by the Western Association of Schools and Colleges or the Accrediting Commission for Community and Junior Colleges. In order to be eligible under this subclause, the developer shall, as a condition of receiving a certificate of occupancy, provide evidence to the city, county, or city and county that the developer has entered into an operating agreement or master lease with one or more institutions of higher education for the institution or institutions to occupy all units of the student housing development with students from that institution or institutions. An operating agreement or master lease entered into pursuant to this

subclause is not violated or breached if, in any subsequent year, there are not sufficient students enrolled in an institution of higher education to fill all units in the student housing development.

(II) The applicable 20-percent units will be used for lower income students. For purposes of this clause, “lower income students” means students who have a household income and asset level that does not exceed the level for Cal Grant A or Cal Grant B award recipients as set forth in paragraph (1) of subdivision (k) of Section 69432.7 of the Education Code. The eligibility of a student under this clause shall be verified by an affidavit, award letter, or letter of eligibility provided by the institution of higher education that the student is enrolled in, as described in subclause (I), or by the California Student Aid Commission that the student receives or is eligible for financial aid, including an institutional grant or fee waiver, from the college or university, the California Student Aid Commission, or the federal government shall be sufficient to satisfy this subclause.

(III) The rent provided in the applicable units of the development for lower income students shall be calculated at 30 percent of 65 percent of the area median income for a single-room occupancy unit type.

(IV) The development will provide priority for the applicable affordable units for lower income students experiencing homelessness. A homeless service provider, as defined in paragraph (3) of subdivision (e) of Section 103577 of the Health and Safety Code, or institution of higher education that has knowledge of a person’s homeless status may verify a person’s status as homeless for purposes of this subclause.

(i) For purposes of calculating a density bonus granted pursuant to this subparagraph, the term “unit” as used in this section means one rental bed and its pro rata share of associated common area facilities. The units described in this subparagraph shall be subject to a recorded affordability restriction of 55 years.

(G) One hundred percent of all units in the development, including total units and density bonus units, but exclusive of a manager’s unit or units, are for lower income households, as defined by Section 50079.5 of the Health and Safety Code, except that up to 20 percent of the units in the development, including total units and density bonus units, may be for moderate-income households, as defined in Section 50053 of the Health and Safety Code.

(2) For purposes of calculating the amount of the density bonus pursuant to subdivision (f), an applicant who requests a density bonus pursuant to this subdivision shall elect whether the bonus shall be awarded on the basis of subparagraph (A), (B), (C), (D), (E), (F), or (G) of paragraph (1).

(3) For the purposes of this section, “total units,” “total dwelling units,” or “total rental beds” does not include units added by a density bonus awarded pursuant to this section or any local law granting a greater density bonus.

(c) (1) (A) An applicant shall agree to, and the city, county, or city and county shall ensure, the continued affordability of all very low and low-income rental units that qualified the applicant for the award of the density bonus for 55 years or a longer period of time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program.

(B) (i) Except as otherwise provided in clause (ii), rents for the lower income density bonus units shall be set at an affordable rent, as defined in Section 50053 of the Health and Safety Code.

(ii) For housing developments meeting the criteria of subparagraph (G) of paragraph (1) of subdivision (b), rents for all units in the development, including both base density and density bonus units, shall be as follows:

(I) The rent for at least 20 percent of the units in the development shall be set at an affordable rent, as defined in Section 50053 of the Health and Safety Code.

(II) The rent for the remaining units in the development shall be set at an amount consistent with the maximum rent levels for a housing development that receives an allocation of state or federal low-income housing tax credits from the California Tax Credit Allocation Committee.

(2) An applicant shall agree to, and the city, county, or city and county shall ensure that, the initial occupant of all for-sale units that qualified the applicant for the award of the density bonus are persons and families of very low, low, or moderate income, as required, and that the units are offered at an affordable housing cost, as that cost is defined in Section 50052.5 of the Health and Safety Code. The local government shall enforce an equity sharing agreement, unless it is in conflict with the requirements of another public funding source or law. The following apply to the equity sharing agreement:

(A) Upon resale, the seller of the unit shall retain the value of any improvements, the downpayment, and the seller's proportionate share of appreciation. The local government shall recapture any initial subsidy, as defined in subparagraph (B), and its proportionate share of appreciation, as defined in subparagraph (C), which amount shall be used within five years for any of the purposes described in subdivision (e) of Section 33334.2 of the Health and Safety Code that promote homeownership.

(B) For purposes of this subdivision, the local government's initial subsidy shall be equal to the fair market value of the home at the time of initial sale minus the initial sale price to the moderate-income household, plus the amount of any downpayment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value.

(C) For purposes of this subdivision, the local government's proportionate share of appreciation shall be equal to the ratio of the local government's initial subsidy to the fair market value of the home at the time of initial sale.

(3) (A) An applicant shall be ineligible for a density bonus or any other incentives or concessions under this section if the housing development is proposed on any property that includes a parcel or parcels on which rental dwelling units are or, if the dwelling units have been vacated or demolished in the five-year period preceding the application, have been subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income; subject to any other form of rent or price control through a public entity's valid exercise of its police power; or occupied by lower or very low income households, unless the proposed housing development replaces those units, and either of the following applies:

(i) The proposed housing development, inclusive of the units replaced pursuant to this paragraph, contains affordable units at the percentages set forth in subdivision (b).

(ii) Each unit in the development, exclusive of a manager's unit or units, is affordable to, and occupied by, either a lower or very low income household.

(B) For the purposes of this paragraph, "replace" shall mean either of the following:

(i) If any dwelling units described in subparagraph (A) are occupied on the date of application, the proposed housing development shall provide at least the same number of units of equivalent size to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those households in occupancy. If the income category of the household in occupancy is not known, it shall be rebuttably presumed that lower income renter households occupied these units in the same proportion of lower income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database. For unoccupied dwelling units described in subparagraph (A) in a development with occupied units, the proposed housing development shall provide units of equivalent size to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as the last household in occupancy. If the income category of the last household in occupancy is not known, it shall be rebuttably presumed that lower income renter households occupied these units in the same proportion of lower income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database. All replacement calculations resulting in fractional units shall be rounded up to the next whole number. If the replacement units will be rental dwelling units, these units shall be subject to a recorded affordability restriction for at least 55 years. If the proposed development is for-sale units, the units replaced shall be subject to paragraph (2).

(ii) If all dwelling units described in subparagraph (A) have been vacated or demolished within the five-year period preceding the application, the proposed housing development shall provide at least the same number of units of equivalent size as existed at the highpoint of those units in the five-year period preceding the application to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those persons and families in occupancy at that time, if known. If the incomes of the persons and families in occupancy at the highpoint is not known, it shall be rebuttably presumed that low-income and very low income renter households occupied these units in the same proportion of low-income and very low income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database. All replacement calculations resulting in fractional units shall be rounded up to the next whole number. If the

replacement units will be rental dwelling units, these units shall be subject to a recorded affordability restriction for at least 55 years. If the proposed development is for-sale units, the units replaced shall be subject to paragraph (2).

(C) Notwithstanding subparagraph (B), for any dwelling unit described in subparagraph (A) that is or was, within the five-year period preceding the application, subject to a form of rent or price control through a local government's valid exercise of its police power and that is or was occupied by persons or families above lower income, the city, county, or city and county may do either of the following:

(i) Require that the replacement units be made available at affordable rent or affordable housing cost to, and occupied by, low-income persons or families. If the replacement units will be rental dwelling units, these units shall be subject to a recorded affordability restriction for at least 55 years. If the proposed development is for-sale units, the units replaced shall be subject to paragraph (2).

(ii) Require that the units be replaced in compliance with the jurisdiction's rent or price control ordinance, provided that each unit described in subparagraph (A) is replaced. Unless otherwise required by the jurisdiction's rent or price control ordinance, these units shall not be subject to a recorded affordability restriction.

(D) For purposes of this paragraph, "equivalent size" means that the replacement units contain at least the same total number of bedrooms as the units being replaced.

(E) Subparagraph (A) does not apply to an applicant seeking a density bonus for a proposed housing development if the applicant's application was submitted to, or processed by, a city, county, or city and county before January 1, 2015.

(d) (1) An applicant for a density bonus pursuant to subdivision (b) may submit to a city, county, or city and county a proposal for the specific incentives or concessions that the applicant requests pursuant to this section, and may request a meeting with the city, county, or city and county. The city, county, or city and county shall grant the concession or incentive requested by the applicant unless the city, county, or city and county makes a written finding, based upon substantial evidence, of any of the following:

(A) The concession or incentive does not result in identifiable and actual cost reductions, consistent with subdivision (k), to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).

(B) The concession or incentive would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact without rendering the development unaffordable to low-income and moderate-income households.

(C) The concession or incentive would be contrary to state or federal law.

(2) The applicant shall receive the following number of incentives or concessions:

(A) One incentive or concession for projects that include at least 10 percent of the total units for lower income households, at least 5 percent for very low income

households, or at least 10 percent for persons and families of moderate income in a common interest development.

(B) Two incentives or concessions for projects that include at least 17 percent of the total units for lower income households, at least 10 percent for very low income households, or at least 20 percent for persons and families of moderate income in a common interest development.

(C) Three incentives or concessions for projects that include at least 24 percent of the total units for lower income households, at least 15 percent for very low income households, or at least 30 percent for persons and families of moderate income in a common interest development.

(D) Four incentives or concessions for projects meeting the criteria of subparagraph (G) of paragraph (1) of subdivision (b). If the project is located within one-half mile of a major transit stop, the applicant shall also receive a height increase of up to three additional stories, or 33 feet.

(3) The applicant may initiate judicial proceedings if the city, county, or city and county refuses to grant a requested density bonus, incentive, or concession. If a court finds that the refusal to grant a requested density bonus, incentive, or concession is in violation of this section, the court shall award the plaintiff reasonable attorney's fees and costs of suit. Nothing in this subdivision shall be interpreted to require a local government to grant an incentive or concession that has a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. Nothing in this subdivision shall be interpreted to require a local government to grant an incentive or concession that would have an adverse impact on any real property that is listed in the California Register of Historical Resources. The city, county, or city and county shall establish procedures for carrying out this section that shall include legislative body approval of the means of compliance with this section.

(4) The city, county, or city and county shall bear the burden of proof for the denial of a requested concession or incentive.

(e) (1) In no case may a city, county, or city and county apply any development standard that will have the effect of physically precluding the construction of a development meeting the criteria of subdivision (b) at the densities or with the concessions or incentives permitted by this section. Subject to paragraph (3), an applicant may submit to a city, county, or city and county a proposal for the waiver or reduction of development standards that will have the effect of physically precluding the construction of a development meeting the criteria of subdivision (b) at the densities or with the concessions or incentives permitted under this section, and may request a meeting with the city, county, or city and county. If a court finds that the refusal to grant a waiver or reduction of development standards is in violation of this section, the court shall award the plaintiff reasonable attorney's fees and costs of suit. Nothing in this subdivision shall be interpreted to require a local government to waive or reduce development standards if the waiver or reduction would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health,

safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. Nothing in this subdivision shall be interpreted to require a local government to waive or reduce development standards that would have an adverse impact on any real property that is listed in the California Register of Historical Resources, or to grant any waiver or reduction that would be contrary to state or federal law.

(2) A proposal for the waiver or reduction of development standards pursuant to this subdivision shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to subdivision (d).

(3) A housing development that receives a waiver from any maximum controls on density pursuant to clause (ii) of subparagraph (D) of paragraph (3) of subdivision (f) shall only be eligible for a waiver or reduction of development standards as provided in subparagraph (D) of paragraph (2) of subdivision (d) and clause (ii) of subparagraph (D) of paragraph (3) of subdivision (f), unless the city, county, or city and county agrees to additional waivers or reductions of development standards.

(f) For the purposes of this chapter, “density bonus” means a density increase over the otherwise maximum allowable gross residential density as of the date of application by the applicant to the city, county, or city and county, or, if elected by the applicant, a lesser percentage of density increase, including, but not limited to, no increase in density. The amount of density increase to which the applicant is entitled shall vary according to the amount by which the percentage of affordable housing units exceeds the percentage established in subdivision (b).

(1) For housing developments meeting the criteria of subparagraph (A) of paragraph (1) of subdivision (b), the density bonus shall be calculated as follows:

Percentage Low-Income Units	Percentage Density Bonus
10	20
11	21.5
12	23
13	24.5
14	26
15	27.5
16	29
17	30.5
18	32
19	33.5
20	35
21	38.75
22	42.5
23	46.25
24	50

(2) For housing developments meeting the criteria of subparagraph (B) of paragraph (1) of subdivision (b), the density bonus shall be calculated as follows:

Percentage Very Low Income Units	Percentage Density Bonus
5	20
6	22.5
7	25
8	27.5
9	30
10	32.5
11	35
12	38.75
13	42.5
14	46.25
15	50

(3) (A) For housing developments meeting the criteria of subparagraph (C) of paragraph (1) of subdivision (b), the density bonus shall be 20 percent of the number of senior housing units.

(B) For housing developments meeting the criteria of subparagraph (E) of paragraph (1) of subdivision (b), the density bonus shall be 20 percent of the number of the type of units giving rise to a density bonus under that subparagraph.

(C) For housing developments meeting the criteria of subparagraph (F) of paragraph (1) of subdivision (b), the density bonus shall be 35 percent of the student housing units.

(D) For housing developments meeting the criteria of subparagraph (G) of paragraph (1) of subdivision (b), the following shall apply:

(i) Except as otherwise provided in clause (ii), the density bonus shall be 80 percent of the number of units for lower income households.

(ii) If the housing development is located within one-half mile of a major transit stop, the city, county, or city and county shall not impose any maximum controls on density.

(4) For housing developments meeting the criteria of subparagraph (D) of paragraph (1) of subdivision (b), the density bonus shall be calculated as follows:

Percentage Moderate-Income Units	Percentage Density Bonus
10	5
11	6
12	7
13	8
14	9
15	10
16	11
17	12
18	13
19	14
20	15
21	16
22	17
23	18
24	19
25	20
26	21
27	22
28	23
29	24
30	25
31	26
32	27
33	28
34	29
35	30
36	31
37	32
38	33
39	34

40	35
41	38.75
42	42.5
43	46.25
44	50

(5) All density calculations resulting in fractional units shall be rounded up to the next whole number. The granting of a density bonus shall not require, or be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, or other discretionary approval.

(g) (1) When an applicant for a tentative subdivision map, parcel map, or other residential development approval donates land to a city, county, or city and county in accordance with this subdivision, the applicant shall be entitled to a 15-percent increase above the otherwise maximum allowable residential density for the entire development, as follows:

Percentage Very Low Income	Percentage Density Bonus
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29
25	30
26	31
27	32
28	33
29	34
30	35

(2) This increase shall be in addition to any increase in density mandated by subdivision (b), up to a maximum combined mandated density increase of 35 percent if an applicant seeks an increase pursuant to both this subdivision and subdivision (b). All density calculations resulting in fractional units shall be rounded up to the next whole number. Nothing in this subdivision shall be construed to enlarge or

diminish the authority of a city, county, or city and county to require a developer to donate land as a condition of development. An applicant shall be eligible for the increased density bonus described in this subdivision if all of the following conditions are met:

(A) The applicant donates and transfers the land no later than the date of approval of the final subdivision map, parcel map, or residential development application.

(B) The developable acreage and zoning classification of the land being transferred are sufficient to permit construction of units affordable to very low income households in an amount not less than 10 percent of the number of residential units of the proposed development.

(C) The transferred land is at least one acre in size or of sufficient size to permit development of at least 40 units, has the appropriate general plan designation, is appropriately zoned with appropriate development standards for development at the density described in paragraph (3) of subdivision (c) of Section 65583.2, and is or will be served by adequate public facilities and infrastructure.

(D) The transferred land shall have all of the permits and approvals, other than building permits, necessary for the development of the very low income housing units on the transferred land, not later than the date of approval of the final subdivision map, parcel map, or residential development application, except that the local government may subject the proposed development to subsequent design review to the extent authorized by subdivision (i) of Section 65583.2 if the design is not reviewed by the local government before the time of transfer.

(E) The transferred land and the affordable units shall be subject to a deed restriction ensuring continued affordability of the units consistent with paragraphs (1) and (2) of subdivision (c), which shall be recorded on the property at the time of the transfer.

(F) The land is transferred to the local agency or to a housing developer approved by the local agency. The local agency may require the applicant to identify and transfer the land to the developer.

(G) The transferred land shall be within the boundary of the proposed development or, if the local agency agrees, within one-quarter mile of the boundary of the proposed development.

(H) A proposed source of funding for the very low income units shall be identified not later than the date of approval of the final subdivision map, parcel map, or residential development application.

(h) (1) When an applicant proposes to construct a housing development that conforms to the requirements of subdivision (b) and includes a childcare facility that will be located on the premises of, as part of, or adjacent to, the project, the city, county, or city and county shall grant either of the following:

(A) An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the amount of square feet in the childcare facility.

(B) An additional concession or incentive that contributes significantly to the economic feasibility of the construction of the childcare facility.

(2) The city, county, or city and county shall require, as a condition of approving the housing development, that the following occur:

(A) The childcare facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the density bonus units are required to remain affordable pursuant to subdivision (c).

(B) Of the children who attend the childcare facility, the children of very low income households, lower income households, or families of moderate income shall equal a percentage that is equal to or greater than the percentage of dwelling units that are required for very low income households, lower income households, or families of moderate income pursuant to subdivision (b).

(3) Notwithstanding any requirement of this subdivision, a city, county, or city and county shall not be required to provide a density bonus or concession for a childcare facility if it finds, based upon substantial evidence, that the community has adequate childcare facilities.

(4) “Childcare facility,” as used in this section, means a child daycare facility other than a family daycare home, including, but not limited to, infant centers, preschools, extended daycare facilities, and schoolage childcare centers.

(i) “Housing development,” as used in this section, means a development project for five or more residential units, including mixed-use developments. For the purposes of this section, “housing development” also includes a subdivision or common interest development, as defined in Section 4100 of the Civil Code, approved by a city, county, or city and county and consists of residential units or unimproved residential lots and either a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing multifamily dwelling, as defined in subdivision (d) of Section 65863.4, where the result of the rehabilitation would be a net increase in available residential units. For the purpose of calculating a density bonus, the residential units shall be on contiguous sites that are the subject of one development application, but do not have to be based upon individual subdivision maps or parcels. The density bonus shall be permitted in geographic areas of the housing development other than the areas where the units for the lower income households are located.

(j) (1) The granting of a concession or incentive shall not require or be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, study, or other discretionary approval. For purposes of this subdivision, “study” does not include reasonable documentation to establish eligibility for the concession or incentive or to demonstrate that the incentive or concession meets the definition set forth in subdivision (k). This provision is declaratory of existing law.

(2) Except as provided in subdivisions (d) and (e), the granting of a density bonus shall not require or be interpreted to require the waiver of a local ordinance or provisions of a local ordinance unrelated to development standards.

(k) For the purposes of this chapter, concession or incentive means any of the following:

(1) A reduction in site development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission as provided in Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety

Code, including, but not limited to, a reduction in setback and square footage requirements and in the ratio of vehicular parking spaces that would otherwise be required that results in identifiable and actual cost reductions, to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).

(2) Approval of mixed-use zoning in conjunction with the housing project if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other land uses are compatible with the housing project and the existing or planned development in the area where the proposed housing project will be located.

(3) Other regulatory incentives or concessions proposed by the developer or the city, county, or city and county that result in identifiable and actual cost reductions to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).

(l) Subdivision (k) does not limit or require the provision of direct financial incentives for the housing development, including the provision of publicly owned land, by the city, county, or city and county, or the waiver of fees or dedication requirements.

(m) This section does not supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code). Any density bonus, concessions, incentives, waivers or reductions of development standards, and parking ratios to which the applicant is entitled under this section shall be permitted in a manner that is consistent with this section and Division 20 (commencing with Section 30000) of the Public Resources Code.

(n) If permitted by local ordinance, nothing in this section shall be construed to prohibit a city, county, or city and county from granting a density bonus greater than what is described in this section for a development that meets the requirements of this section or from granting a proportionately lower density bonus than what is required by this section for developments that do not meet the requirements of this section.

(o) For purposes of this section, the following definitions shall apply:

(1) "Development standard" includes a site or construction condition, including, but not limited to, a height limitation, a setback requirement, a floor area ratio, an onsite open-space requirement, or a parking ratio that applies to a residential development pursuant to any ordinance, general plan element, specific plan, charter, or other local condition, law, policy, resolution, or regulation.

(2) "Located within one-half mile of a major transit stop" means that any point on a proposed development, for which an applicant seeks a density bonus, other incentives or concessions, waivers or reductions of development standards, or a vehicular parking ratio pursuant to this section, is within one-half mile of any point on the property on which a major transit stop is located, including any parking lot owned by the transit authority or other local agency operating the major transit stop.

(3) “Major transit stop” has the same meaning as defined in subdivision (b) of Section 21155 of the Public Resources Code.

(4) “Maximum allowable residential density” means the density allowed under the zoning ordinance and land use element of the general plan, or, if a range of density is permitted, means the maximum allowable density for the specific zoning range and land use element of the general plan applicable to the project. If the density allowed under the zoning ordinance is inconsistent with the density allowed under the land use element of the general plan, the general plan density shall prevail.

(p) (1) Except as provided in paragraphs (2), (3), and (4), upon the request of the developer, a city, county, or city and county shall not require a vehicular parking ratio, inclusive of parking for persons with a disability and guests, of a development meeting the criteria of subdivisions (b) and (c), that exceeds the following ratios:

(A) Zero to one bedroom: one onsite parking space.

(B) Two to three bedrooms: one and one-half onsite parking spaces.

(C) Four and more bedrooms: two and one-half parking spaces.

(2) (A) Notwithstanding paragraph (1), if a development includes at least 20 percent low-income units for housing developments meeting the criteria of subparagraph (A) of paragraph (1) of subdivision (b) or at least 11 percent very low income units for housing developments meeting the criteria of subparagraph (B) of paragraph (1) of subdivision (b), is located within one-half mile of a major transit stop, and there is unobstructed access to the major transit stop from the development, then, upon the request of the developer, a city, county, or city and county shall not impose a vehicular parking ratio, inclusive of parking for persons with a disability and guests, that exceeds 0.5 spaces per unit.

(B) For purposes of this subdivision, a development shall have unobstructed access to a major transit stop if a resident is able to access the major transit stop without encountering natural or constructed impediments. For purposes of this subparagraph, “natural or constructed impediments” includes, but is not limited to, freeways, rivers, mountains, and bodies of water, but does not include residential structures, shopping centers, parking lots, or rails used for transit.

(3) Notwithstanding paragraph (1), if a development consists solely of rental units, exclusive of a manager’s unit or units, with an affordable housing cost to lower income families, as provided in Section 50052.5 of the Health and Safety Code, then, upon the request of the developer, a city, county, or city and county shall not impose vehicular parking standards if the development meets either of the following criteria:

(A) The development is located within one-half mile of a major transit stop and there is unobstructed access to the major transit stop from the development.

(B) The development is a for-rent housing development for individuals who are 62 years of age or older that complies with Sections 51.2 and 51.3 of the Civil Code and the development has either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

(4) Notwithstanding paragraphs (1) and (8), if a development consists solely of rental units, exclusive of a manager’s unit or units, with an affordable housing cost to lower income families, as provided in Section 50052.5 of the Health and Safety

Code, and the development is either a special needs housing development, as defined in Section 51312 of the Health and Safety Code, or a supportive housing development, as defined in Section 50675.14 of the Health and Safety Code, then, upon the request of the developer, a city, county, or city and county shall not impose any minimum vehicular parking requirement. A development that is a special needs housing development shall have either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

(5) If the total number of parking spaces required for a development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this subdivision, a development may provide onsite parking through tandem parking or uncovered parking, but not through onstreet parking.

(6) This subdivision shall apply to a development that meets the requirements of subdivisions (b) and (c), but only at the request of the applicant. An applicant may request parking incentives or concessions beyond those provided in this subdivision pursuant to subdivision (d).

(7) This subdivision does not preclude a city, county, or city and county from reducing or eliminating a parking requirement for development projects of any type in any location.

(8) Notwithstanding paragraphs (2) and (3), if a city, county, city and county, or an independent consultant has conducted an areawide or jurisdictionwide parking study in the last seven years, then the city, county, or city and county may impose a higher vehicular parking ratio not to exceed the ratio described in paragraph (1), based upon substantial evidence found in the parking study, that includes, but is not limited to, an analysis of parking availability, differing levels of transit access, walkability access to transit services, the potential for shared parking, the effect of parking requirements on the cost of market-rate and subsidized developments, and the lower rates of car ownership for low-income and very low income individuals, including seniors and special needs individuals. The city, county, or city and county shall pay the costs of any new study. The city, county, or city and county shall make findings, based on a parking study completed in conformity with this paragraph, supporting the need for the higher parking ratio.

(9) A request pursuant to this subdivision shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to subdivision (d).

(q) Each component of any density calculation, including base density and bonus density, resulting in fractional units shall be separately rounded up to the next whole number. The Legislature finds and declares that this provision is declaratory of existing law.

(r) This chapter shall be interpreted liberally in favor of producing the maximum number of total housing units.

(s) Notwithstanding any other law, if a city, including a charter city, county, or city and county has adopted an ordinance or a housing program, or both an ordinance and a housing program, that incentivizes the development of affordable housing that allows for density bonuses that exceed the density bonuses required by the version

of this section effective through December 31, 2020, that city, county, or city and county is not required to amend or otherwise update its ordinance or corresponding affordable housing incentive program to comply with the amendments made to this section by the act adding this subdivision, and is exempt from complying with the incentive and concession calculation amendments made to this section by the act adding this subdivision as set forth in subdivision (d), particularly subparagraphs (C) and (D) of paragraph (2) of that subdivision, and the amendments made to the density tables under subdivision (f).

(Amended by Stats. 2020, Ch. 197, Sec. 2. (AB 2345) Effective January 1, 2021.)

State of California

HEALTH AND SAFETY CODE

Section 50052.5

50052.5. (a) For any owner-occupied housing that receives assistance prior to January 1, 1991, and a condition of that assistance is compliance with this section, “affordable housing cost” with respect to lower income households may not exceed 25 percent of gross income.

(b) For any owner-occupied housing that receives assistance on or after January 1, 1991, and a condition of that assistance is compliance with this section, “affordable housing cost” may not exceed the following:

(1) For extremely low income households the product of 30 percent times 30 percent of the area median income adjusted for family size appropriate for the unit.

(2) For very low income households the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate for the unit.

(3) For lower income households whose gross incomes exceed the maximum income for very low income households and do not exceed 70 percent of the area median income adjusted for family size, the product of 30 percent times 70 percent of the area median income adjusted for family size appropriate for the unit. In addition, for any lower income household that has a gross income that equals or exceeds 70 percent of the area median income adjusted for family size, it shall be optional for any state or local funding agency to require that affordable housing cost not exceed 30 percent of the gross income of the household.

(4) For moderate-income households, affordable housing cost shall not be less than 28 percent of the gross income of the household, nor exceed the product of 35 percent times 110 percent of area median income adjusted for family size appropriate for the unit. In addition, for any moderate-income household that has a gross income that exceeds 110 percent of the area median income adjusted for family size, it shall be optional for any state or local funding agency to require that affordable housing cost not exceed 35 percent of the gross income of the household.

(c) The department shall, by regulation, adopt criteria defining, and providing for determination of, gross income, adjustments for family size appropriate to the unit, and housing cost for purposes of determining affordable housing cost under this section. These regulations may provide alternative criteria, where necessary to be consistent with pertinent federal statutes and regulations governing federally assisted housing. The agency may, by regulation, adopt alternative criteria, and pursuant to subdivision (f) of Section 50462, alternative percentages of income may be adopted for agency-assisted housing development.

(d) With respect to moderate- and lower income households who are tenants of rental housing developments and members or shareholders of cooperative housing

developments, or limited equity cooperatives “affordable housing cost” has the same meaning as affordable rent, as defined in Section 50053.

(e) Regulations of the department shall also include a method for determining the maximum construction cost, mortgage loan, or sales price that will make housing available to an income group at affordable housing cost.

(f) For purposes of this section, “area median income” shall mean area median income as published by the department pursuant to Section 50093.

(g) For purposes of this section, “moderate income household” shall have the same meaning as “persons and families of moderate income” as defined in Section 50093.

(h) For purposes of this section, and provided there are no pertinent federal statutes applicable to a project or program, “adjusted for family size appropriate to the unit” shall mean for a household of one person in the case of a studio unit, two persons in the case of a one-bedroom unit, three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, and five persons in the case of a four-bedroom unit.

(Amended by Stats. 2017, Ch. 418, Sec. 7. (AB 1714) Effective January 1, 2018.)

State of California

HEALTH AND SAFETY CODE

Section 50079.5

50079.5. (a) “Lower income households” means persons and families whose income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937. The limits shall be published by the department in the California Code of Regulations as soon as possible after adoption by the Secretary of Housing and Urban Development. In the event the federal standards are discontinued, the department shall, by regulation, establish income limits for lower income households for all geographic areas of the state at 80 percent of area median income, adjusted for family size and revised annually.

(b) “Lower income households” includes very low income households, as defined in Section 50105, and extremely low income households, as defined in Section 50106. The addition of this subdivision does not constitute a change in, but is declaratory of, existing law.

(c) As used in this section, “area median income” means the median family income of a geographic area of the state.

(Amended by Stats. 2002, Ch. 782, Sec. 24. Effective January 1, 2003.)

State of California

HEALTH AND SAFETY CODE

Section 50053

50053. (a) For any rental housing development that receives assistance prior to January 1, 1991, and a condition of that assistance is compliance with this section, “affordable rent” with respect to lower income households shall not exceed the percentage of the gross income of the occupant person or household established by regulation of the department that shall not be less than 15 percent of gross income nor exceed 25 percent of gross income.

(b) For any rental housing development that receives assistance on or after January 1, 1991, and a condition of that assistance is compliance with this section, “affordable rent,” including a reasonable utility allowance, shall not exceed:

(1) For extremely low income households the product of 30 percent times 30 percent of the area median income adjusted for family size appropriate for the unit.

(2) For very low income households, the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate for the unit.

(3) For lower income households whose gross incomes exceed the maximum income for very low income households, the product of 30 percent times 60 percent of the area median income adjusted for family size appropriate for the unit. In addition, for those lower income households with gross incomes that exceed 60 percent of the area median income adjusted for family size, it shall be optional for any state or local funding agency to require that affordable rent be established at a level not to exceed 30 percent of gross income of the household.

(4) For moderate-income households, the product of 30 percent times 110 percent of the area median income adjusted for family size appropriate for the unit. In addition, for those moderate-income households whose gross incomes exceed 110 percent of the area median income adjusted for family size, it shall be optional for any state or local funding agency to require that affordable rent be established at a level not to exceed 30 percent of gross income of the household.

(c) The department’s regulation shall permit alternative percentages of income for agency-assisted rental and cooperative housing developments pursuant to regulations adopted under subdivision (f) of Section 50462. The department shall, by regulation, adopt criteria defining and providing for determination of gross income, adjustments for family size appropriate to the unit, and rent for purposes of this section. These regulations may provide alternative criteria, where necessary, to be consistent with pertinent federal statutes and regulations governing federally assisted rental and cooperative housing. The agency may, by regulation, adopt alternative criteria, and pursuant to subdivision (f) of Section 50462, alternative percentages of income may be adopted for agency-assisted housing developments.

For purposes of this section, “area median income,” “adjustments for family size appropriate to the unit,” and “moderate-income household” shall have the same meaning as provided in Section 50052.5.

(Amended by Stats. 2002, Ch. 782, Sec. 23. Effective January 1, 2003.)

NOTICE OF EXEMPTION

To: Riverside County Clerk
P.O. Box 751
Riverside, Ca 92502-0751

From: City of Beaumont
Planning Department
550 E. 6th Street
Beaumont, CA 92223

Project Title:
Plot Plan (PP2019-0223) Allegheny Apartments

Project Location:
The subject site is located on the east side of Allegheny Avenue, north of 6th Street, (APN 419-150-050), City of Beaumont, California

Description of Nature, Purpose, and Beneficiaries of Project: Proposed Apartment Complex for Low Income Households Consisting of 24 Two-Bedroom Units, 23 Three-Bedroom Units, and One (1) Three-Bedroom Managers Unit, Parking, Open Space and Community Building on a 1.48 Acre Parcel Located on the East Side of Allegheny Avenue, North of 6th Street in the Commercial General (CG) Zone and the 6th Street Overlay, Planning Area 7 of the City of Beaumont Housing Element.

Public Agency Approving Project:
City of Beaumont

Person Carrying Out Project:
LINC Housing Corporation

- Exempt Status (check one):**
- Ministerial (Sec. 21080(b)(1); 15268)
 - Declared Emergency (Sec. 21080(b)(3); 15269(a))
 - Emergency Project (Sec. 21080(b)(4); 15269(b)(c))
 - X Categorical Exemption. Type and Section number: 15332 In-fill Development
 - Statutory Exemptions, Code number:
 - General Rule Exemption, Code number: 15061(b)

Reasons why project is exempt:
The project is exempt from provisions of the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301 in that information contained in the project file and documents incorporated herein by reference demonstrates that: Conditional Use Permit CUP2019-0041 is consistent with the Beaumont Avenue Overlay General Plan designation and all applicable General Plan policies as well as the applicable zoning designation; the proposed project site is located within the boundaries of the City of Beaumont; Conditional Use Permit CUP2019-0041 has no value as habit for endangered, rare or threatened species; there is no substantial evidence in the record that Conditional Use Permit CUP2019-0041 will result in significant effects related to traffic, noise, air quality or water quality in that the proposed project incorporated and otherwise is subject to air and water quality resource agency design requirements to avoid an 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 01 (Existing Facilities) Categorical Exemption under the CEQA Guidelines. Additionally, none of the exceptions provided in CEQA Guidelines Section 15300.2 apply to this project.

CEQA Contact Person:
Carole Kendrick

Telephone:
(951) 769-8518

Signature Carole Kendrick

Title Senior Planner



FRONT ELEVATION - BUILDING 'A' SCALE: 3/32"=1'-0" 2

Color & Material Matrix

Stucco - 1	Stucco - 2	Fascia	Trim	Exterior Doors	Decorative Metal	Roof Tile
P-100 Glacier White	P-5600 Cargo	SW 7026 Griffin	SW 7026 Griffin	SW 7026 Griffin	SW 7020 Black Fox	3723 - Adobe Blend (Capistrano)

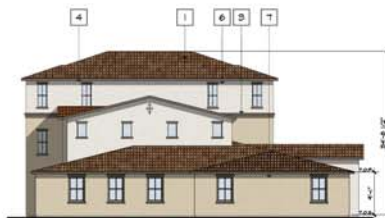
STUCCO MANUFACTURER: Merlex (Exterior Stucco Color Coat - 20/30)

PAINT MANUFACTURER: Sherwin Williams

ROOF TILE MANUFACTURER: Eagle Roofing



REAR ELEVATION - BUILDING 'A' SCALE: 3/32"=1'-0" 1



SIDE ELEVATION - BUILDING 'A' SCALE: 3/32"=1'-0" 3

- | | |
|--|---|
| 1 CONCRETE 5' TILE ROOF | 8 PREFABRICATED STEEL STAIR W/CONCRETE TREADS |
| 2 DECORATIVE WROUGHT IRON O/STUCCO RECESS | 10 DECORATIVE COACH LIGHT |
| 3 DECORATIVE BAND, SEE ELEVATION FOR PROFILE | |
| 4 STUCCO O/2X FOAM TRIM | |
| 5 RECESSED WINDOW, 4" REVEAL TYP. | |
| 6 STUCCO 1 - MERLEX P-100, 'GLACIER WHITE' | |
| 7 STUCCO 2 - MERLEX P-5600, 'CARGO' | |
| 8 12" WIDE PRECAST TRIM | |

ELEVATION NOTES

NO.	DATE	ISSUE / DESCRIPTION
---	01.28.2014	PLANNING DEPT. SUBMITTAL
---	07.13.2014	PLANNING DEPT. SUBMITTAL
---	04.23.2014	PLANNING COMMENTS

LICENSE STAMP:

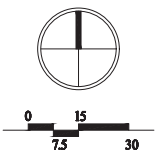
SHEET TITLE:

BUILDING ELEVATIONS

SHEET NO.:

ALLEGHENY APTS.
 ALLEGHENY STREET
 BEAUMONT, GA

No.	Date	Issue / Description
01	03.25.2018	PLANNING DEPT. SUBMITTAL
02	07.13.2018	PLANNING DEPT. SUBMITTAL
03	01.23.2019	PLANNING COMMENTS



SITE PLAN SCALE: 1"=15'-0"

DESIGNATION	DESCRIPTION	AREA (SF)
A	Open space in adjacent to Bldg. A	1,305
B	Open space in adjacent to Bldg. A	2,168
C	Open space in adjacent to Bldg. A	1,021
D	OS Adjacent to East property line	1,371
E	Open space in adjacent to Bldg. B	3,184
F	Community Room area (Sht. A.4)	1,752
TOTAL		10,801

OPEN SPACE CALCULATIONS

RESIDENTIAL (100% ON-SITE RESTRICTED AFFORDABLE)	
REQUIRED:	24 (5/UNIT)
PROVIDED:	28

PARKING CALCULATIONS

	INDICATES ACCESSIBLE PATH OF TRAVEL CONNECTING PUBLIC ROW, BUILDING AND ACCESSIBLE PARKING
	INDICATES BUILDING FOOTPRINT AT FIRST FLOOR
	INDICATES OPEN SPACE AREAS (SEE TABLE ON THIS PAGE)

SITE PLAN LEGEND

LICENSE STAMP:

SHEET TITLE:
ARCHITECTURAL SITE PLAN

SHEET NO:



Staff Report

TO: City Council
FROM: Thaxton Van Belle, General Manager of Utilities
DATE: September 21, 2021
SUBJECT: Ratification of Emergency Repair Costs to Four Seasons Lift Station Pump

Background and Analysis:

The Four Seasons Lift Station located on South Highland Springs Avenue experienced pump failures of an electrical nature. The pump was pulled and tested and ultimately sent to a repair facility for inspection and diagnosis. Estimated cost of the pump repair was \$36,821. City staff also secured two cost estimates of \$123,461 and \$128,741 for a pump replacement. Also of consideration was the time to return to service: Repair is estimated to take 5-6 weeks, whereas the estimated delivery time for a new pump is 14-16 weeks.

This report seeks City Council ratification of the costs of emergency repairs to the Four Seasons Lift Station that were initiated August 2021 at a projected cost of \$36,820.89. These repairs were funded using contingency funds within the Wastewater Treatment Plant budget (700-4050-7900-0000).

Fiscal Impact:

The cost of the emergency pump repair is estimated to be \$36,820.89. A summary of parts, repairs and a listing of costs is included as Attachment A.

Recommended Action:

Ratify the cost of emergency repairs completed and paid to Evans Hydro in an amount not to exceed \$36,820.89.

Attachments:

- A. Repair Quote
- B. Replacement Quote – Xylem
- C. Replacement Quote – Evans Hydro

EVANS HYDRO, Inc.

18128 S. Santa Fe Ave.
Rancho Dominguez, CA. 90221



Phone: (310) 608-5801
Fax: (310) 608-6936

August 5, 2021

City Of Beaumont

550 E. 6th Street
Beaumont, CA 92223

Attention: Kevin Lee

Subject: Flygt 3300/675-5050, 0761145, submersible Pump Hp-160
Evans Hydro Quote N° EHQ-210803
Evans Hydro Job # 74469

Dear Kevin

Evans Hydro Inc. thanks you for your interest in our quality parts and services. We have received your pump to our service center, disassembled and inspected the unit. Please review the following proposal to repair your Flygt Submersible pump.

Work Scope

- ◆ Receive pump at our shop
- ◆ Disassemble
- ◆ Perform dimensional inspection of all critical components and document
- ◆ Clean and sand blast
- ◆ Inspect rotor
- ◆ Stator, test
- ◆ Check and record condition of casing
- ◆ Check and record all fits and clearances

Rotor motor, shaft

- ◆ Polish and clean
- ◆ Inspect
- ◆ Prep for assembly

Stator/Windings

- ◆ Clean up
- ◆ Rewind, Surge test, dip and bake
- ◆ Inspect
- ◆ Prep for assembly

Upper Bearing housing

- ◆ Clean up
- ◆ Skim cut mating faces and register (concentricity and perpendicular within .001")
- ◆ Inspect
- ◆ Prep for final assembly

Bearing housing/seal Chamber

- ◆ Clean
- ◆ Machine bore and bush (bronze)
- ◆ Inspect
- ◆ Prep for final assembly

Lower adapter seal Chamber

- ◆ Clean
- ◆ Prep and weld register
- ◆ Machine register and mating faces concentricity and perpendicular within .001
- ◆ Prep for final assembly

Impeller

- ◆ Polish
- ◆ Remove wear ring
- ◆ Manufacture new ring 410SS
- ◆ Skim cut wear ring journal to proper clearance fit (concentricity and perpendicular within .001")
- ◆ Impeller prep and weld erosion areas and clean up
- ◆ Inspect
- ◆ Prep for final assembly

Volute

- ◆ Clean and sandblast
- ◆ Inspect
- ◆ Prep for assembly

Suction plate/cover

- ◆ Sandblast and clean up
- ◆ Remove wear ring
- ◆ Prep and weld register
- ◆ Manufacture new "L" shape ring 410SS HT 40-42RC
- ◆ Install ring and secure
- ◆ Machine wear ring to proper clearance register concentricity and perpendicular within .001
- ◆ Machine register and mating face
- ◆ Inspect
- ◆ Prep for assembly

Rotor assembly

- ◆ Stack
- ◆ Install on rollers and Inspect TIR
- ◆ Balance to 4W/N
- ◆ Prep for final assembly

Assembly

- ◆ Install rotor into stator
- ◆ Check total float
- ◆ Install mechanical seals
- ◆ Hydro test
- ◆ Inspect
- ◆ Paint
- ◆ Prep for install

Miscellaneous

- ◆ Replace new O-rings
- ◆ Recondition two mechanical seals
- ◆ Replace Thrust and Radial Bearings

PRICING

Labor	\$ 14,375.00
Parts & Materials	\$ 19,530.00
IBF	\$ 675.00
Tax at 7.75%	\$ 1,565.89
OBF	\$ 675.00
Per Above	\$ 36,820.89

Delivery 5-6 weeks ARO

Payments terms: **NET30**
Shipment: **EX-works**
Terms and conditions: **Evans Hydro, Inc.**
Validity: **30 Days**

Note: The prices for the above scope of work do not include any applicable taxes and/or freight. If you have any questions or need more information, please do not hesitate to contact us.

Sincerely,
Evans Hydro Inc.



James R. Byrom
President

cc: Kim Dixon



**Xylem Water Solutions USA, Inc.
Flygt Products**

July 27, 2021

11161 Harrel Street
Mira Loma, CA 91752
Tel (951) 332-3668
Fax (951) 332-3679

CITY OF BEAUMONT
550 E 6TH ST
BEAUMONT CA 92223-2253

Quote # 2021-LAB-0507
Project Name: City of Beaumont
Job Name:

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

A Flygt Preventive Maintenance Contract is available for this order. Please contact XXX for more information.

pump				
Qty	Part Number	Description	Unit Price	Extended Price
1	3315.095-0082	Flygt Model NP-3315.095 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 160 HP 1750 RPM motor, 456 impeller, 2 x 50 Ft. length of SUBCAB 3x50+2G35/2+S(2x0,5) submersible cable, FLS leakage detector	\$ 109,465.00	\$ 109,465.00
1	14-40 71 29	MINI-CASII/FUS 120/24VAC,24VDC	\$ 583.00	\$ 583.00
1	14-40 70 97	SOCKET,11 PIN OCTAL DIN MOUNT	\$ 57.00	\$ 57.00
Total Price				\$ 110,105.00
Freight Charge				\$ 4,823.00
Total Price				\$ 114,928.00

Terms & Conditions



This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: PP/Add Order Position

Terms of Payment: 100% N45 after invoice date.

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Validity: This Quote is valid for ninety (90) days.

Schedule: Submittals are not applicable. Delivery lead times are XX weeks after order acceptance.

Warranty: Xylem Water Solutions USA, Inc. offers a commercial warranty to the original end purchaser against defects in workmanship and material.

Exclusions: This Quote includes only the items listed specified above.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,



Manny Padilla Jr.
Aftermarket Sales
Phone: 562.760.9258

manny.padilla@xylem.com





**Xylem Water Solutions USA, Inc.
Flygt Products**

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2021-LAB-0507
Customer Name: CITY OF BEAUMONT
Job Name:
Total Amount: \$ 110,105.00
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____



<p>Evans HYDRO, Inc. 18128 S. Santa Fe Ave. Rancho Dominguez, CA. 90221 www.EvansHydro.com Phone: (310) 608-5801 Fax: (310) 608-6936</p>	 <p>Evans Hydro INC. A Hydro Company</p>
<p><i>While others are chasing symptoms, we eliminate the cause.</i></p>	

August 11, 2021

City Of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Attention: Kevin Lee

Subject: Flygt CP 3300.675-0551040
Four Season # 1 Replacement
Evans Hydro Quote N° EHQ-210807

Dear Kevin

Evans Hydro Inc. thanks you for your interest in our quality parts and services. Per your request, listed below is the pricing and availability to replace the above unit. The existing unit has been replaced with a different model, listed below is the information for the new unit. Attached are the new pump specs and curve

One New Flygt Model NP=3315.095
6" volute submersible pump equipped with a 460 volt, 3 phase,
160HP 1750 RPM motor, 457 impeller,
2x50 ft length of SUBCAB 3x50+2G35/2+S(2x0,5) submersible cable
Leakage detector
Pricing \$ 115,905.00 EACH


MiniCASII/FUS 120/24VAC,24VDC with socket, 11 pin back mounting
Pricing \$ 760.00 EACH

Delivery on the above is estimated at 14-16 weeks ARO. Does not include any items not listed above.

Payments terms: **NET30**
Terms and conditions: **Evans-Hydro Inc.**
Validity: **60 Days**

Note: The prices for the above scope of work do not include any applicable taxes or freight charges. If you have any questions or need more information, please do not hesitate to contact us.

Sincerely,
Evans Hydro Inc.


James R. Byrom, Sr.
President

cc: Kim Dixon kdixon@hydroinc.com



Staff Report

TO: City Council
FROM: Jennifer Ustation, Finance Director
DATE: September 21, 2021
SUBJECT: **FY2022 General Fund and Wastewater Fund Budget to Actual through August 2021**

Background and Analysis:

City staff has updated the financial analysis of the General Fund and Wastewater Fund for FY2022 with results through August 2022. This represents two months of activity. The FY2021 accrual process will take place through August. This is reflected on the July and August reports which are included in the analysis in the attachments.

Fiscal Impact:

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

Recommended Action:

Receive and file the attached reports.

Attachments:

- A. FY2022 General Fund Budget to Actual Report – through August 2021
- B. FY2022 Wastewater Fund Budget to Actual Report – through August 2021



General Fund Budget to Actual through August 2021

Estimated Beginning Fund Balance:

\$15.6m

SubCategory	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 YTD Activity	Parent Budget		Notes
				2021-2022 V3	FY2022 Estimate	
Category: 40 - TAXES						
400 - Real Property Taxes	-	28,580.03	59,068.01	6,516,588.00	6,516,588.00	\$10,150.09 to be accrued to FY21
403 - Personal Property Taxes	-	11,525.66	-	277,822.00	277,822.00	
409 - Sales Taxes	15,285.80	-	20,741.90	6,926,638.00	6,926,638.00	
420 - Other Taxes	101,005.24	145,929.19	190,332.29	8,462,873.00	8,462,873.00	
Total Category: 40 - TAXES:	116,291.04	186,034.88	270,142.20	22,183,921.00	22,183,921.00	
Category: 41 - LICENSES						
430 - Business Licenses	104,332.53	100,459.01	103,669.46	405,000.00	405,000.00	
Total Category: 41 - LICENSES:	104,332.53	100,459.01	103,669.46	405,000.00	405,000.00	
Category: 42 - PERMITS						
450 - Building Permits	323,382.36	240,485.28	624,930.77	2,857,250.00	2,857,250.00	Increase in permit activity, will watch for potential increase
453 - Inspections	17,403.32	40,675.13	-	376,200.00	376,200.00	
456 - Other Permits	70,321.64	75,012.74	77,475.35	746,575.00	746,575.00	
515 - Public Works	-	-	2,039.98	-	-	
Total Category: 42 - PERMITS:	411,107.32	356,173.15	704,446.10	3,980,025.00	3,980,025.00	
Category: 43 - FRANCHISE FEES						
406 - Franchise Fees	5,525,000.00	525,000.00	525,000.00	3,111,474.00	3,111,474.00	
Total Category: 43 - FRANCHISE FEES:	5,525,000.00	525,000.00	525,000.00	3,111,474.00	3,111,474.00	
Category: 45 - INTERGOVERNMENTAL						
465 - State	-	-	-	-	-	
470 - Local	-	-	-	-	-	
Total Category: 45 - INTERGOVERNMENTAL:	-	-	-	-	-	
Category: 47 - CHARGES FOR SERVICE						
500 - Sanitation	112,614.53	-	2,414.52	-	-	
505 - Animal Control	12,374.00	3,242.44	13,372.08	111,564.00	111,564.00	
510 - Community Development	1,132.00	616.00	876.00	6,135.00	6,135.00	
515 - Public Works	558.00	3,740.00	-	15,500.00	15,500.00	
525 - Abatements	850.00	3,984.40	2,097.70	67,399.00	67,399.00	
530 - Public Safety	26,358.55	6,319.36	(2,836.61)	450,496.00	450,496.00	Accrued invoice
535 - Facilities	20,727.88	19,414.64	17,473.72	131,020.00	131,020.00	
540 - Programs	31,548.50	-	1,864.00	18,750.00	18,750.00	
545 - Other	10,130.96	3,397.99	6,367.28	280,050.00	280,050.00	
Total Category: 47 - CHARGES FOR SERVICE:	216,294.42	40,714.83	41,628.69	1,080,914.00	1,080,914.00	

Category: 50 - FINES AND FORFEITURES

555 - Vehicle	6,892.07	5,117.32	718.81	76,608.00	76,608.00
557 - Other	3,157.58	5,002.48	-	52,195.00	52,195.00
Category: 50 - FINES AND FORFEITURES:	10,049.65	10,119.80	718.81	128,803.00	128,803.00

Category: 53 - COST RECOVERY

465 - State	2,669.57	-	-	20,000.00	20,000.00
565 - Other Income	53,819.40	83,297.47	53,032.10	432,500.00	432,500.00
Total Category: 53 - COST RECOVERY:	56,488.97	83,297.47	53,032.10	452,500.00	452,500.00

Category: 54 - MISCELLANEOUS REVENUE

560 - Investment Earnings	251.24	253.13	255.04	275,000.00	75,000.00	Low rate market conditions
565 - Other Income	3,977.86	(12,556.20)	16,547.65	34,000.00	34,000.00	
Category: 54 - MISCELLANEOUS REVENUES:	4,229.10	(12,303.07)	16,802.69	309,000.00	109,000.00	

Category: 58 - OTHER FINANCING SOURCES

595 - Sale of Assets	-	-	-	-	-
599 - Other	(13.29)	(2.00)	94.06	-	-
Category: 58 - OTHER FINANCING SOURCES:	(13.29)	(2.00)	94.06	-	-

Category: 90 - TRANSFERS

900 - Transfers	-	-	-	7,859,575.00	7,859,575.00	Transfers are quarterly
Total Category: 90 - TRANSFERS:	-	-	-	7,859,575.00	7,859,575.00	

Total Revenue	6,443,779.74	1,289,494.07	1,715,534.11	39,511,212.00	39,311,212.00
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Category: 60 - PERSONNEL SERVICES

600 - SALARIES AND WAGES	1,765,804.99	1,650,007.20	1,778,792.29	14,713,709.00	14,552,652.00	3 of 26 pay periods reported
610 - BENEFITS	2,011,987.14	1,724,563.98	1,757,533.87	6,545,052.00	6,485,051.00	
615 - OTHER	121,741.45	86,194.57	46,410.49	299,931.00	289,735.00	
699 - OTHER	4,820.86	2,965.00	4,690.72	95,850.00	94,650.00	
Total Category: 60 - PERSONNEL SERVICES:	3,904,354.44	3,463,730.75	3,587,427.37	21,654,542.00	21,422,088.00	

Category: 65 - OPERATING COSTS

615 - OTHER	2,875.69	-	11,950.00	35,000.00	35,000.00	
650 - UTILITIES	182,380.43	181,571.97	190,803.50	1,624,392.00	1,624,392.00	
655 - ADMINISTRATIVE	77,860.80	31,180.68	81,112.22	642,892.00	642,892.00	
660 - FLEET COSTS	42,075.18	38,873.78	34,372.31	415,389.00	415,389.00	
665 - PROGRAM COSTS	347,530.43	4,290.10	23,982.29	750,250.00	750,250.00	
670 - REPAIRS AND MAINTENANCE	13,764.29	25,634.03	193,508.34	885,627.00	885,627.00	
675 - SUPPLIES	29,159.37	26,235.45	62,699.65	998,261.00	998,261.00	
680 - SPECIAL SERVICES	11,124.00	235.00	173,445.78	946,200.00	946,200.00	
690 - CONTRACTUAL SERVICES	478,433.04	(582,282.51)	459,350.58	7,337,385.00	7,337,385.00	
697 - ADMIN OVERHEAD	-	-	-	-	-	
699 - OTHER	1,118,846.61	1,459,302.76	1,703,776.81	1,872,674.00	1,872,674.00	Annual insurance premium paid
Total Category: 65 - OPERATING COSTS:	2,304,049.84	1,185,041.26	2,935,001.48	15,508,070.00	15,508,070.00	

Category: 70 - CAPITAL IMPROVEMENTS

700 - EQUIPMENT	7,453.88	23,421.54	12,967.80	344,751.00	344,751.00
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703 - FURNITURE	-	-	-	-	-
705 - VEHICLE	4,459.94	10,052.45	9,582.93	848,626.00	848,626.00
Category: 70 - CAPITAL IMPROVEMENTS:	11,913.82	33,473.99	22,550.73	1,193,377.00	1,193,377.00
Category: 77 - CONTINGENCY					
770 - CONTINGENCY	-	-	-	150,000.00	150,000.00
Total Category: 77 - CONTINGENCY:	-	-	-	150,000.00	150,000.00
Category: 90 - TRANSFERS					
900 - Transfers	-	883.31	-	445,271.00	445,271.00
Total Category: 90 - TRANSFERS:	-	883.31	-	445,271.00	445,271.00
Total Expense	6,220,318.10	4,683,129.31	6,544,979.58	38,951,260.00	38,718,806.00
Total Fund 100 - General Fund	223,461.64	(3,393,635.24)	(4,829,445.47)	559,952.00	592,406.00

Add back Reappropriation of Unspent Funds Aug 3, Council Reappropriated Unspent Funds

	<u>214,799.00</u>		<u>214,799.00</u>	
	774,751.00		807,205.00	

Estimated Ending Fund Balance: \$16.4m

Analysis: The City is 2 months into FY2022. Invoices and receipts for prior year are accrued through the end of August. Permit activity is up from FY2021 at this time. Investment returns are expected to remain low throughout the FY. Billings are usually 30 days behind, therefore, trending is difficult until more operational activity is recorded. Personnel costs thus far are tracking to have savings. On August 3, City Council approved a budget amendment for unspent prior year appropriations and reappropriated \$214,799 for FY2022. This still leaves the City Council with \$774,751 of available funds for appropriations throughout the year.



Wastewater Fund Budget to Actual through August 2021

Estimated Beginning Balance:

\$5.4m

SubCategory	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 YTD Activity	Parent Budget		Notes
				2021-2022 V3	Estimate	
Category: 50 - FINES AND FORFEITURES						
557 - Other	-	-	-	5,000.00		5,000.00
Category: 50 - FINES AND FORFEITURES:	-	-	-	5,000.00		5,000.00
Category: 53 - COST RECOVERY						
565 - Other Income	6,236.10	-	-	5,000.00		5,000.00
Total Category: 53 - COST RECOVERY:	6,236.10	-	-	5,000.00		5,000.00
Category: 54 - MISCELLANEOUS REVENUE						
560 - Investment Earnings	-	-	-	100,000.00		25,000.00 Returns are projected to remain low
Category: 54 - MISCELLANEOUS REVENUES:	-	-	-	100,000.00		25,000.00
Category: 56 - PROPRIETARY REVENUES						
570 - WasteWater	(35,266.24)	(384,692.08)	(395,974.47)	11,671,500.00		11,671,500.00
Category: 56 - PROPRIETARY REVENUES:	(35,266.24)	(384,692.08)	(395,974.47)	11,671,500.00		11,671,500.00
Category: 58 - OTHER FINANCING SOURCES						
599 - Other	-	-	-	-		-
Category: 58 - OTHER FINANCING SOURCES:	-	-	-	-		-
Total Revenue	(29,030.14)	(384,692.08)	(395,974.47)	11,881,500.00		11,731,500.00
Category: 60 - PERSONNEL SERVICES						
600 - SALARIES AND WAGES	133,477.57	111,849.49	162,551.57	1,557,349.00		1,509,071.00 3 of 26 pay periods
610 - BENEFITS	96,642.56	83,302.69	131,387.60	576,339.00		546,945.00
615 - OTHER	2,487.80	1,844.93	2,538.36	21,412.00		21,232.00
699 - OTHER	53.00	562.70	704.97	12,300.00		12,300.00
Total Category: 60 - PERSONNEL SERVICES:	232,660.93	197,559.81	297,182.50	2,167,400.00		2,089,548.00
Category: 65 - OPERATING COSTS						
615 - OTHER	-	-	-	-		-
650 - UTILITIES	151,602.62	84,799.74	101,037.66	767,796.00		767,796.00
655 - ADMINISTRATIVE	12,019.94	28,997.73	27,479.52	187,475.00		187,475.00
660 - FLEET COSTS	3,192.50	2,017.45	3,127.94	34,820.00		34,820.00
670 - REPAIRS AND MAINTENANCE	601.54	5,216.87	3,575.00	96,200.00		96,200.00
675 - SUPPLIES	44,974.21	36,201.44	21,536.94	553,900.00		553,900.00

690 - CONTRACTUAL SERVICES	48,655.15	15,581.51	74,456.29	1,188,816.00	1,188,816.00
697 - ADMIN OVERHEAD	-	-	-	-	-
699 - OTHER	14,960.22	6,419.90	9,064.57	649,050.00	649,050.00
Total Category: 65 - OPERATING COSTS:	276,006.18	179,234.64	240,277.92	3,478,057.00	3,478,057.00

Category: 70 - CAPITAL IMPROVEMENTS					
700 - EQUIPMENT	-	17,272.92	145,872.74	198,638.00	198,638.00
705 - VEHICLE	-	-	25,909.38	215,000.00	215,000.00
750 - OTHER	-	-	-	100,000.00	100,000.00
Category: 70 - CAPITAL IMPROVEMENTS:	-	17,272.92	171,782.12	513,638.00	513,638.00

Category: 90 - TRANSFERS					
900 - Transfers	-	-	-	5,622,405.00	5,622,405.00
Total Category: 90 - TRANSFERS:	-	-	-	5,622,405.00	5,622,405.00

Transfers are quarterly

Total Expense	508,667.11	394,067.37	709,242.54	11,781,500.00	11,703,648.00
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Total Fund 700 - Wastewater	(537,697.25)	(778,759.45)	(1,105,217.01)	-	27,852.00
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Estimated Ending Balance: **\$5.4m**

Analysis: The City is in the 2nd month of the FY. Billing for Wastewater is done in the arrears, the first billing will show on September 1st. Low returns are projected for the near future which are resulting in a decrease in interest revenue. Personnel costs are thus far looking to have a savings resulting in a surplus of \$27,852 in the Wastewater Fund.



Staff Report

TO: City Council

FROM: Todd Parton City Manager

DATE: September 21, 2021

SUBJECT: **Public Hearing and Consideration of Resolution Denying Certification of Final Partially Recirculated EIR for the Legacy Highlands Specific Plan Project**

Background and Analysis:

2008 Approval of Project, and Certification of the Final EIR

On January 15, 2008, the City Council certified the Legacy Highlands Specific Plan Project Final Environmental Impact Report, SCH No. 2005031155 (the "2008 EIR"), and approved the Legacy Highlands Specific Plan Project ("Project"). Specifically, the City Council adopted the following resolutions and ordinances for the Project:

- Resolution No. 2008-05 certifying the 2008 EIR for the Project,
- Resolution No. 2008-06 adopting Specific Plan No. 07-02,
- Resolution No. 2008-07 requesting initiation of annexation proceedings,
- Ordinance No. 924 adopting a zone change to pre-zone the Project area from County of Riverside W-2 (Controlled Development) to City of Beaumont SP-A (Specific Plan Area) and R-R (Rural Residential), and
- Ordinance No. 925 adopting the Development Agreement between the City of Beaumont and The Preserve LLC.

CEQA Lawsuit and Judgment

Following a final action by the City, a lawsuit was filed under the California Environmental Quality Act ("CEQA") in February 2008, challenging the City's actions. A hearing on the writ petition was conducted in February 2009. The Court found the 2008 EIR deficient with respect to water supply impacts and alternatives analysis. Further, the court held that the Statement of Overriding Consideration did not comply with CEQA. The remaining challenges to the 2008 EIR were found to be without merit. A Statement of Decision, Judgment and Peremptory Writ of Mandate ("Writ") were issued on March 30, 2009, that directed the City to set aside and vacate its certification of the 2008 EIR for the Project. In addition, the court directed the City to set aside and vacate the land use approvals related to the Project.

Bankruptcy Proceeding

The Preserve, LLC, the Project's applicant, filed a Chapter 11 bankruptcy case in the United States Bankruptcy Court, Central District of California during the CEQA litigation, which was subsequently converted to a Chapter 7 filing. In December 2008, the United States Bankruptcy Court entered an order granting relief from the automatic stay to permit the CEQA action to proceed.

Enacting Resolution No. 2009-24

On June 30, 2009, the City complied with the judgment and the Writ by enacting Resolution No. 2009-24, which rescinded all prior approvals for the Project. Specifically, the City Council set aside and vacated its adoption of Resolution No. 2008-05 (i.e., certification of the 2008 EIR); and approvals of the Legacy Highlands Project, including the Legacy Highlands Specific Plan and the Development Agreement.

Stipulation Voiding Resolution No. 2009-24

In 2017, The Preserve, LLC asserted that the City of Beaumont violated the automatic stay of the Bankruptcy Court by enacting Resolution 2009-24. The City disputed such assertion. Nevertheless, out of an abundance of caution, the parties stipulated that Resolution 2009-24 was enacted in violation of the automatic stay and thus was void, withdrawn and cancelled. In December 2017, the stipulation was approved by the United States Bankruptcy Court.

Partially Recirculated Environmental Impact Report

The City prepared and distributed the December 2020 Partially Recirculated Environmental Impact Report ("PREIR"). The PREIR addressed the issues identified in the CEQA Judgment. The PREIR was circulated for a 45-day review period from December 14, 2020, through January 28, 2021. A final PREIR was prepared and submitted to the City on or about February 23, 2021, and was ready for review and approval or disapproval by the City. However, in light of the stipulation, the City could not take any action related to the final PREIR until the automatic stay was lifted. To do otherwise would not only be in direct violation of the stipulation, but also in violation of the judgment and the Writ. The purchaser of the Project disagreed with the City's position that it needed to comply with the judgment and Writ in the CEQA action.

Motion for Relief from the Automatic Bankruptcy Stay

On May 21, 2021, the City filed a Notice of Motion and Motion for Relief from the automatic stay under 11 U.S.C. § 362 in the United States Bankruptcy Court. After reviewing the pleadings submitted by the parties, and after conducting a hearing, the United States Bankruptcy Court granted the City's motion for relief from automatic stay on June 29, 2021. The court ordered, among other things, that the City may comply with

the Statement of Decision, the judgment and the Writ in the Riverside County Superior Court CEQA action, and review and act upon the currently proposed final PREIR.

City of Beaumont Adopted Ordinance Complying with Court Orders

On August 17, 2021, City Council approved the first reading of an ordinance decertifying the final environmental impact report and rescinding adoption of findings statement overriding considerations, mitigation monitoring and reporting program, Specific Plan No. 07-02, pre-zoning Ordinance No 924, development agreement Ordinance No. 925, and request for the Local Agency Formation Commission (LAFCO) to initiate annexation proceedings as to the Legacy Highlands Specific Plan, Site Plan, Land Division, Annexation, Pre-Zoning and Zoning. In a previous item on the current agenda, the City Council will have considered the second reading and adoption of such ordinance. Upon adoption, the City will have complied with the Statement of Decision, the judgment and the Writ in the Riverside County Superior Court CEQA action, and the United States Bankruptcy Court.

Project Case History

Project Location

The Project site is located southerly of SR-60 and westerly of SR-79 in unincorporated Riverside County, adjacent to the boundary of the City of Beaumont. The Project site lies within the City of Beaumont Sphere of Influence (SOI) and would be annexed to the City as one of the Project's requested discretionary actions.

Project Summary

The Project would provide for a total of up to 2,868 dwelling units (1,107 single family residential units + 1,761 active adult, low density residential units), 100 acres (approximately 1.20 million square feet) of commercial/industrial uses, a 20-acre school site, various neighborhood parks, undeveloped open space, and all supporting infrastructure and utilities. In addition to approval of the specific plan, the Project required approval by the City Council of a zone change to pre-zone 1,616.89 acres of land from County of Riverside W-2 (Controlled Development) to City of Beaumont SP-A (Specific Plan Area) and R-R (Rural Residential). The Project also required the City Council to request LAFCO to initiate proceedings for the annexation of the Project area to the City and concurrent detachment from the Riverside County Waste Management Resources District, and annexation to the Beaumont Cherry Valley Water District. The Project applicant also requested approval of a 25 year Development Agreement between the City of Beaumont and The Preserve, LLC, which would have given The Preserve, LLC a vested right to develop and construct the Project in accordance with the entitlements received from the City pursuant to its discretionary approvals as well as

all existing land use regulations and development standards in existence at the time the development agreement was approved.

Since the 2008 EIR has been vacated, the final PREIR is incomplete and must be denied.

The final EIR consists of the draft EIR, among other things. (CEQA Guidelines, § 15132(a).) Before approving the project, the lead agency must certify that its decision-making body reviewed and considered the information contained in the EIR, that the EIR reflects the agency's independent judgment and analysis, and that the EIR was completed in compliance with CEQA. (Pub. Resources Code, § 21082.1, subd. (c); CEQA Guidelines, § 15090.)

Based on the CEQA Guidelines, the City Council must review and consider the information in the 2008 EIR when reviewing and approving or disapproving the certification of the final PREIR. However, since the 2008 EIR and entitlements have been rescinded, there is no longer an EIR for the Project. Therefore, the City Council should deny the certification of the final PREIR.

If City Council concurs, the appropriate action would be a motion to adopt a Resolution denying the certification of the final PREIR.

Fiscal Impact:

City staff estimates the cost to prepare this report to be \$9,750.

Recommended Action:

Open the public hearing, take public comment and continue the public hearing to the regular City Council meeting of November 2, 2021.

Attachments:

A. Resolution

RESOLUTION NO. 2021-___**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BEAUMONT, CALIFORNIA, DENYING THE
CERTIFICATION OF THE FINAL PARTIALLY
RECIRCULATED ENVIRONMENTAL IMPACT REPORT**

WHEREAS, The Preserve LLC applied for the approval of the Legacy Highlands Specific Plan for property located south of State Route 60 and west of State Route 79, within the City of Beaumont's sphere of influence, for the development of approximately 1,600 acres, including more than 700 acres of undeveloped open space, up to 2,868 residential units, 100 acres of commercial development, and supporting school, park, and recreation uses (the "Project").

WHEREAS, in addition to approval of the specific plan, the Project required approval by the City Council of a zone change to pre-zone 1,616.89 acres of land from County of Riverside W-2 (Controlled Development) to City of Beaumont SP-A (Specific Plan Area) and R-R (Rural Residential). The Project also required the City Council to request the Local Agency Formation Commission of Riverside County to initiate proceedings for the annexation of the Project area to the City of Beaumont and concurrent detachment from the Riverside County Waste Management Resources District, and annexation to the Beaumont Cherry Valley Water District. The Project applicant also requested approval of a 25 year Development Agreement between the City of Beaumont and The Preserve LLC which would have given The Preserve LLC a vested right to develop and construct the Project in accordance with the entitlements received from the City pursuant to its discretionary approvals as well as all existing land use regulations and development standards in existence at the time the Development Agreement was approved.

WHEREAS, the City of Beaumont conducted an extensive environmental review for this Project which included an Environmental Impact Report ("2008 EIR") prepared by the independent firm of Applied Planning, Inc., with technical reports concerning biological resources, traffic and circulation, air quality, and noise.

WHEREAS, on January 15, 2008, the City Council held a duly noticed and advertised hearing on the matter. At the close of the public hearing, the City Council took the following actions:

1. Approved Resolution No. 2008-05 certifying the Final 2008 EIR for the Project;
2. Approved Resolution No. 2008-06 adopting Specific Plan No. 07-02;
3. Approved Resolution No. 2008-07 requesting initiation of annexation proceedings;
4. Approved Ordinance No. 924 adopting a zone change to pre-zone the Project area from County of Riverside W-2 (Controlled Development) to

City of Beaumont SP-A (Specific Plan Area) and R-R (Rural Residential);
and

5. Approved Ordinance No. 925 adopting the Development Agreement between the City of Beaumont and The Preserve LLC.

WHEREAS, on or about February 14, 2008, Cherry Valley Pass Acres and Neighbors ("CVPAN") and Cherry Valley Environmental Planning Group ("CVEPG") filed a petition for a writ of mandate and complaint for declaratory relief in an action entitled Cherry Valley Pass Acres and Neighbors, et al. v. City of Beaumont, et al., Case No. RIC492830 in the Riverside County Superior Court based, in part, on the following alleged violations of the California Environmental Quality Act ("CEQA"):

1. Failure to adequately analyze the Project's water impacts;
2. Failure to properly analyze cumulative impacts;
3. Failure to properly analyze growth inducing effects;
4. Failure to properly analyze Project alternatives; and
5. Failure to adopt an adequate statement of Overriding Considerations.

WHEREAS, The Preserve LLC filed a chapter 11 bankruptcy case in the United States Bankruptcy Court, Central District of California (Case No. 2:10-bk-18429-BB) on September 25, 2008, which was subsequently converted to one under chapter 7. On December 16, 2008, United States Bankruptcy Judge Sheri Bluebond entered an order granting relief from the automatic stay to permit the CEQA action to proceed.

WHEREAS, on February 3, 2009, after reviewing the pleadings submitted by the parties, and after conducting a trial on the petition and complaint filed by CVPAN and CVEPG, Judge Mac Fisher of the Riverside County Superior Court issued a Statement of Decision in the CEQA action, finding the 2008 EIR deficient with respect to water supply impacts and alternatives analysis. Further, the Court held that the statement of Overriding Consideration did not comply with CEQA. The remaining challenges to the 2008 EIR were found to be without merit.

WHEREAS, on March 30, 2009, in accordance with the Statement of Decision, on March 30, 2009, Judge Fisher issued a Judgment and Writ of Mandate ("Writ") in the CEQA action directing the City to set aside and vacate its certification of the 2008 EIR for the Project. In addition, the court directed the City to set aside and vacate the land use approvals related to the Project.

WHEREAS, on June 30, 2009, the City of Beaumont complied with the Judgment and the Writ by enacting Resolution No. 2009-24, which rescinded all prior approvals for the Project. Specifically, the City Council set aside and vacated its (a) adoption of Resolution No. 2008-05; and (b) approvals of the Legacy Highlands Project, including the Legacy Highlands Specific Plan and the Development Agreement.

WHEREAS, in the fall of 2017, The Preserve LLC asserted that the City of Beaumont violated the automatic stay by enacting Resolution No. 2009-24. The City disputed such assertion. Nevertheless, out of an abundance of caution, the parties stipulated that Resolution No. 2009-24 was enacted in violation of the automatic stay and thus was void, withdrawn and cancelled. On December 20, 2017, the Stipulation was approved by the United States Bankruptcy Court.

WHEREAS, the City prepared a Partially Recirculated Environmental Impact Report (“PREIR”) based on the Statement of Decision. The following is a summary of the City’s environmental review for the PREIR:

1. The City issued a Notice of Availability advising the public that it was circulating the PREIR for a 45-day review period: December 14, 2020 through January 28, 2021.
2. A Final PREIR was prepared and submitted to the City Council on or about February 23, 2021 and was ready for review and approval or disapproval by the City. However, in light of the 2017 Stipulation, the City could not take any action related to the Final PREIR until the automatic stay was lifted. To do otherwise would not only be in direct violation of the Stipulation, but also in violation of the Judgment and the Writ. The purchaser of the Project disagreed with the City’s position that it needed to comply with the Judgment and Writ in the CEQA action.

WHEREAS, on May 21, 2021, the City of Beaumont filed a Notice of Motion and Motion for Relief from the Automatic Stay under 11 U.S.C. § 362 in the United States Bankruptcy Court. After reviewing the pleadings submitted by the parties, and after conducting a hearing, Judge Bluebond of the United States Bankruptcy Court granted the City’s motion for relief from automatic stay on June 29, 2021. The Court ordered, among other things, that:

1. The City may take the PREIR Actions¹ as required or permitted by local and state law including, but not limited to complying with the Statement of Decision, the Judgment and the Writ in the Riverside County Superior Court CEQA action, and reviewing and acting upon the currently proposed Final PREIR; and

¹ The PREIR Actions is defined in the United States Bankruptcy Order to include, but are not limited to, reviewing and acting upon the Final PRIER, complying with the judgment and the writ in the Riverside County Superior Court, the related entitlements, the Legacy Highlands development agreement, specific plan, site plan, land division, annexation, pre-zoning and zoning, mitigation monitoring and reporting program, Findings of Facts and a Statement of Overriding Considerations, Resolution No. 2008-05, Resolution No. 2008-06, Resolution No. 2008-07, Ordinance No. 924 and Ordinance No. 925.

- 2. The City Council and the Planning Commission shall retain any and all discretion and authority under CEQA, other state law as well as local law with regards to the PREIR Actions.

WHEREAS, on August 17, 2021, the City complied with the CEQA Judgment and Writ from the Riverside County Superior Court, and the Order from the United States Bankruptcy Court. Specifically, the City Council of the City of Beaumont, California introduced and waived full reading for the first time and ordered posted at a regular meeting “An Ordinance of the City Council of the City of Beaumont, California, Decertifying the Final Environmental Impact Report; Rescinding Adoption of Findings, Statement of Overriding Considerations, Mitigation Monitoring and Reporting Program, Specific Plan No. 07-02, Pre-Zoning Ordinance No. 924, Development Agreement Ordinance No. 925, and Request for the Local Agency Formation Commission to Initiate Annexation Proceedings as to the Legacy Highlands Specific Plan, Site Plan, Land Division, Annexation, Pre-Zoning and Zoning” (“the Ordinance”).

WHEREAS, on September 21, 2021, the Ordinance was passed, approved and adopted at a regular meeting of the City Council of the City of Beaumont, California.

WHEREAS, the City Council must complete and certify the Final PREIR within one year following its acceptance of the application as complete. (14 Cal. Code Reg. § 15108; Pub. Res. Code § § 21100.2, 21151.5(a).) Therefore, the Final PREIR must be reviewed and approved or disapproved for certification no later than December 8, 2021.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beaumont, California makes the following findings, determinations and recommendations with respect to the Final PREIR for the proposed Project:

SECTION 1: Denial of Final PREIR

- 1. That the above recitations are true and correct, and material to this Resolution.
- 2. The Riverside County Superior Court issued a Judgment and Writ in the CEQA litigation ordering the City Council to set aside and vacate its (a) adoption of Resolution No. 2008-05 (certifying the 2008 EIR); and (b) approvals of the Legacy Highlands Project, including the Legacy Highlands Specific Plan and the Development Agreement.
- 3. The United States Bankruptcy Court issued an Order that the City may take the PREIR Actions as required or permitted by local and state law including, but not limited to complying with the Statement of Decision, the Judgment and the Writ in the Riverside County Superior Court CEQA action, and reviewing and acting upon the currently proposed Final PREIR.

- 4. Based on the CEQA Judgment and Writ from the Riverside County Superior Court, and the Order from the United States Bankruptcy Court, the City Council passed, approved, and adopted an Ordinance rescinding all prior approvals for the Project, including the certification of the 2008 EIR on September 21, 2021.
- 5. The City Council must review and consider the information in the 2008 EIR when considering and certifying the Final PREIR. However, since the 2008 EIR and entitlements have been rescinded, there is no longer an EIR for the Project. Therefore, the City Council hereby denies the certification of the Final PREIR.

SECTION 6: Effective Date

This resolution shall take effect immediately upon its adoption.

MOVED, PASSED, and ADOPTED this 21st day of September by the following roll call vote:

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

Lloyd White, Mayor Pro Tem

Attest:

Steven Mehlman, City Clerk

Approved as to form:

John Pinkney, City Attorney



Staff Report

TO: City Council

FROM: Christina Taylor, Community Development Director

DATE: September 21, 2021

SUBJECT: **Public Hearing and Consideration of an Ordinance of the City Council of the City of Beaumont Amending Table 17.03-3 “Permitted Uses in Base Zone Districts”; Amending Table 17.19-1 “Permitted Uses for Downtown Base Zone Districts”; Amending Chapter 17.14.030 “Definitions” of The Beaumont Municipal Code and Adding Chapter 17.04.41 Performance Standards for Tire Stores and Tire Repair Facilities**

Background and Analysis:

On March 3, 2020, the City Council adopted an Interim Urgency Ordinance for a Moratorium on tire sales and tire repair establishments. On April 7, 2020, the City Council adopted a ten (10) month, 15-day extension to the Interim Urgency Ordinance. On February 16, 2021, City Council approved the final extension of Ordinance 1121 for a moratorium on tire sales and tire repair establishments.

The purpose of the moratorium was to allow the General Plan Update to be completed and to assess the critical issues associated with tire sales and tire repair businesses. The General Plan Update is complete and took effect in January 2021. The Downtown Area Plan was also completed with the General Plan Update and established generalized design guidelines for the downtown area.

Automobile repair businesses are permitted in the downtown as are retail sales businesses with accessory uses. Automotive repair is also permitted in the commercial and manufacturing areas outside of the downtown. The municipal code does not specifically speak to tire sales (new or used) or tire repair. Rather, historically, these uses have been considered as automobile repair or retail sales. The City has eight (8) licensed tire sales and/or repair businesses, six (6) of which are located in the downtown.

City staff has been working with City departments to assess the most critical issues related to these uses and determine options to address them. The primary issue is the storage of tires. The pictures included as Attachment A to this report provide examples

of current conditions specific to tire sales businesses in the downtown area. The same types of storage issues can be observed in other areas of the City on West Sixth, California Avenue and Fifth Street.

Chapter 17 Zoning of the municipal code does not address outdoor storage or display. City staff has typically relied on Chapter 8.32.115 Outdoor Displays/Storage of Merchandise or Chapter 8.32.220 Attractive Nuisances of the City of Beaumont Municipal Code (Code) which declares a public nuisances under certain circumstances.

City staff proposes adding definitions, zoning allowances and performance standards to the Code to preemptively address the primary site concerns that City departments face with regard to tire related businesses.

Addition of definitions to Chapter 17.14.030 “Definitions” of the Beaumont Municipal Code as follows:

- *Tire* - a rubber covering, typically inflated or surrounding an inflated inner tube, placed around a wheel to form a flexible contact with the road. May include new or used tires;
- *Tire Store* - an establishment where the sale, installation or storage of new or used or retread tires and tubes is conducted with or without other products or services. Tire store does not include a retreading establishment, collection, reduction or transfer of tires; and
- *Tire Repair* – the process of mending a hole, tear, fissure or blemish in a tire by including but not limited to grinding, gouging, applying adhesive or filling a hole or crevice with rubber.

Zoning allowances in Table 17.03-3 “Permitted Use Table for Base Zone Districts” of Chapter 17.03.120 of The Beaumont Municipal Code:

TABLE 17.03-3

Automotive Services	RC	PF	RR	RSF	RTN	RMF	CN	CC	M	UV
Automobile, Motorcycle, and Marine Craft Sales (New and Used)	N	N	N	N	N	N	C	P	C	C
Automobile Parking Facilities	N	N	N	N	N	N	C	P	P	C
Automobile Rental Agencies	N	N	N	N	N	N	P	P	P	C

Automobile Repair Facilities	N	N	N	N	N	N	C	P	P	N
Automobile Towing and/or Wrecking Facilities	N	N	N	N	N	N	N	N	C	N
Body and Paint Shops	N	N	N	N	N	N	C	C	C	N
Car Wash	N	N	N	N	N	N	C	C	C	C
Automotive Services (Cont.)	RC	PF	RR	RSF	RTN	RMF	CN	CC	M	UV
Gas/Service Stations	N	N	N	N	N	N	C	C	C	C
Limousine Services	N	N	N	N	N	N	P	P	P	N
Recharging Stations	Allowed (P) in any area designed for the parking or loading of vehicles.									
Tire Repair	N	N	N	N	N	N	N	P	P	N
Tire Store	N	N	N	N	N	N	N	P	P	N
Towing Services with Indoor Vehicle Service	N	N	N	N	N	N	C	C	C	N
Towing Services with Outdoor Vehicle Storage	N	N	N	N	N	N	N	N	C	N
Truck/Trailer Rentals	N	N	N	N	N	N	C	C	P	N

Zoning allowances Table 17.19-1 “Permitted Use Table for Base Zone Districts in Downtown” of Chapter 17.19.120 of The Beaumont Municipal Code:

TABLE 17.19-1

Automotive Services	DMU	BMU	SSMU	SSMU-R	LC	DMF
Automobile, Motorcycle, and Marine Craft Sales (New and Used)	N	N	P	C ⁶	P	N
Automobile Parking Facilities	C	N	C	N	P	N
Automobile Rental Agencies	N	N	C ⁶	N	P	N
Automobile Repair Facilities	N	N	C ⁶	N	C	N
Body and Paint Shops	N	N	N	N	C	N
Car Wash	N	N	C	N	C	N
Gas/Service Stations	N	N	C ⁶	C ⁶	C	N
Limousine Services	N	N	C	N	P	N
Recharging Stations	Allowed (P) in any area designed for the parking or loading of vehicles					
Tire Repair	N	N	N	N	P	N
Tire Store	N	N	N	N	P	N

Towing Services with Indoor Vehicle Service	N	N	N	N	C	N
Towing Services with Outdoor Vehicle Storage	N	N	N	N	C	N
Truck/Trailer Rentals	N	N	N	N	C	N

The changes proposed in the use tables would specifically allow tire stores and tire repair facilities in the Local Commercial (LC) zone of the Downtown Area Plan and in the Community Commercial (CC) and Manufacturing (M) zones throughout the City. City staff believes these zones allow ample opportunity in with sites large enough to accommodate the needs of tire related services and meet the proposed performance standards. If approved, these changes would render six (6) existing tire stores in the Downtown Area Plan as legal, non-conforming.

The following is proposed to be added to the Performance Standards section of the Beaumont Municipal Code:

Chapter 17.04.41 “Tires”

A. *Display.* Outdoor display of merchandise, goods or materials for marketing or advertising purposes must be reviewed and approved through the Plot Plan process as identified in the Beaumont Municipal Code Chapter 17.02.070 Plot Plans. This could be an Administrative Plot Plan for an existing business or structure or a Plot Plan for approval by the Planning Commission for new construction. In addition to any site-specific conditions, outdoor display of merchandise, goods or materials shall only occur during a business’s hours of operation.

B. *Tire Storage.* Storage of tires must be reviewed and approved through the Plot Plan process as identified in the Beaumont Municipal Code Chapter 17.02.070 Plot Plans. This could be an Administrative Plot Plan for an existing business or structure or a Plot Plan for approval by the Planning Commission for new construction. In addition to any site-specific conditions the following is required:

1. All outdoor storage must be covered on a minimum of three sides, one of which must be the top and screened from public view,
2. Any proposed use must comply with the California Regional Water Quality Control Board and the requirements specified in the National Pollutant Discharge

Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit,

3. Water supply and hydrant requirements as specified in the adopted Fire Code must be met, and

4. Both indoor and outdoor storage of tires and related materials and equipment, must meet all Building and Safety and Fire Department standards and requirements.

C. *Incidental Use.* Outdoor storage of tires, related equipment or materials must be incidental to a primary use and shall not exceed 20% of the total lot area.

D. *Structures.* Structures utilized for storage of materials must meet all Building and Safety and Fire standards, shall be complimentary to the primary structure and meet the aesthetic intent of the area in which the business is located.

E. *Definitions.* Tires, Tire Store and Tire Repair referenced herein are as defined in Chapter 17.14.030 “Definitions” of the Beaumont Municipal Code.

The proposed performance standards set forth a review process and expectations for tire stores and other tire related uses which would locate within the City.

Fiscal Impact:

The cost to prepare this staff report is approximately \$1,000.

Recommended Action:

Conduct a Public Hearing; and
Waive the First Full Reading and Adopt by Title Only and Ordinance of the City Council of the City of Beaumont Amending Table 17.03-3 “Permitted Uses in Base Zone Districts”; Amending Table 17.19-1 “Permitted Uses for Downtown Base Zone Districts”; Amending Chapter 17.14.030 “Definitions” of The Beaumont Municipal Code and Adding Chapter 17.04.41 Tires to the Beaumont Municipal Code.

Attachments:

- A. Ordinance
- B. Draft Municipal Code Language Chapter 17.04.41 Tires
- C. Draft Municipal Code Language Chapter 17.14.030 Definitions
- D. Draft Amended Use Table Chapter 17.03-1
- E. Draft Amended Use Table Chapter 17.19-1

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE
 CITY OF BEAUMONT, CALIFORNIA
 AMENDING TABLE 17.03-3 "PERMITTED USES FOR BASE ZONE DISTRICTS"
 AMENDING TABLE 17.19-1 "PERMITTED USES FOR DOWNTOWN BASE ZONE DISTRICTS"
 AMENDING CHAPTER 17.14.030 "DEFINITIONS," OF THE BEAUMONT MUNICIPAL CODE
 AND
 ADDING CHAPTER 17.04.41 PERFORMANCE STANDARDS FOR TIRES, TIRE STORES AND TIRE REPAIR
 FACILITIES**

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

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

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

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

SECTION 4. The City Council hereby amends Title 17, Table 17.03-3 "Permitted Uses in Base Zone Districts" to include uses specifically set forth in Exhibit "A", which Exhibit is attached hereto and made a part hereof.

SECTION 5. The City Council hereby amends Title 17, Table 17.19-1 "Permitted Uses for Downtown Base Zone Districts" to include uses specifically set forth in Exhibit "A", which Exhibit is attached hereto and made a part hereof.

SECTION 6. The City Council hereby amends Title 17, Chapter 17.14.030 "Definitions" to include uses specifically set forth in Exhibit "B", which Exhibit is attached hereto and made a part hereof.

SECTION 7. The City Council hereby amends Title 17, adding Chapter 17.04.41 “Tires, Tire Stores and Tire Repair Facilities” as specifically set forth in Exhibit “C”, which Exhibit is attached hereto and made a part hereof.

SECTION 8. Effective Date and Publication. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within 15 days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect 30 days after adoption in accordance with Government Code Section 36937.

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

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Beaumont, California, held on the 21st day of September 2021, 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 5th day of October 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

Mike Lara, Mayor

Attest: _____
City Clerk

Approved as to form:

John O. Pinkney, City Attorney

17.04.041 – Tires, Tire Stores and Tire Repair Facilities.

The following standards are established to regulate the land uses and structures engaging in the sales, storage, or installation of Tires in the City of Beaumont. In order to protect the health and welfare of those persons living, working, or visiting the City of Beaumont, the sales, storage or installation of tires shall be regulated and monitored according to standards established herein and by the standards implemented by the appropriate City Departments.

A. *Display.* Outdoor display of merchandise, goods or materials for marketing or advertising purposes must be reviewed and approved through the Plot Plan process as identified in the Beaumont Municipal Code Chapter 17.02.070 Plot Plans. This could be an Administrative Plot Plan for an existing business or structure or a Plot Plan for approval by the Planning Commission for new construction. In addition to any site-specific conditions, outdoor display of merchandise, goods or materials shall only occur during a business's hours of operation and shall be limited to a maximum of four (4) items including tires and other related display items.

B. *Tire Storage.* Storage of tires must be reviewed and approved through the Plot Plan process as identified in the Beaumont Municipal Code Chapter 17.02.070 Plot Plans. This could be an Administrative Plot Plan for an existing business or structure or a Plot Plan for approval by the Planning Commission for new construction. In addition to any site-specific conditions the following is required:

1. All outdoor storage must be covered on a minimum of three sides, one of which must be the top and screened from public view.
2. Any proposed use must comply with the California Regional Water Quality Control Board and the requirements specified in the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit.
3. Water supply and hydrant requirements as specified in the adopted Fire Code must be met.
4. Both indoor and outdoor storage of tires and related materials and equipment, must meet all Building and Safety and Fire Department standards and requirements.

C. *Incidental Use.* Outdoor storage of tires, related equipment or materials must be incidental to a primary use and shall not exceed 20% of the total lot area.

D. *Structures.* Structures utilized for storage of materials must meet all Building and Safety and Fire standards, shall be complimentary to the primary structure and meet the aesthetic intent of the area in which the business is located.

E. *Definitions.* Tires, Tire Store and Tire Repair referenced herein are as defined in Chapter 17.14.030 "Definitions" of the Beaumont Municipal Code.

17.14.030 Definitions (A through Z).

A

Above-ground/on-ground pool. See "Swimming pool".

Abut or Abutting. The same as meaning adjoining.

Access. The place, or way, by which pedestrians and vehicles are provided adequate and usable ingress and egress to a property or use as required by this Zoning Code.

Accessory Use. A use incidental to, related, and clearly subordinate to the principal use established on the same lot or parcel of land where such accessory use is located.

Adjacent. Two or more lots or parcels of land separated by an alley, street, highway or recorded easement, or two or more objects located near or in close proximity to each other.

Adjoining. Two or more lots or parcels of land sharing a common boundary line, or two or more objects in physical contact with each other.

Affordable Unit. Refers to a housing development project in which 80 percent of the units shall be designated for very low-income households and 20 percent reserved for low-income households as those terms are defined in the Health and Safety Code.

Alley. A public or private right-of-way, other than a street or highway, permanently reserved as a secondary means of vehicular access to adjoining properties.

Amendment. A change in the wording, context, content, or substance of this Zoning Code or in the zoning map. Such changes must be adopted by ordinance by the City Council in the manner prescribed by law.

Amusement Arcade. Any place open to the public where five or more amusement games are maintained for use by the public. When only a portion of the premises is used for the operation of amusement games, only that portion shall be considered as an amusement arcade.

Amusement Game. Any entertainment device for which a fee is paid to play, including, but not limited to, pinball, video or other electronic games.

Animal Hospital. Shall mean a place where animals or pets are given medical or surgical treatment and cared for during the time of such treatment. Use as a kennel shall be limited to short time boarding and shall be only incidental to such hospital use.

Animals—Retail Sales. The retail sales of small animals (such as dogs, cats, birds, and fish), provided such activities take place within an entirely enclosed building.

Antique Shop. An establishment primarily engaged in the sale of antiques.

Apartment House. A building, or a portion of a building, designed or used for occupancy by three or more households living independently of each other and containing three or more individual dwelling units within a single structure.

Apartment Unit. A room or suite of two or more rooms with a single kitchen in a multiple-family dwelling, suitable for occupancy as a dwelling unit for one household.

Arcade. See "Amusement arcade".

Artists' Studio. A building containing work space and retail sales space for artists and artisans producing individual one-of-a-kind works of art, including individuals practicing a fine art, or skilled in an applied art or craft, provided that the use does not impact any other use or property with noise, odor, dust, vibration, or other

nuisance. This classification includes, but is not limited to, painter's studios, ceramic studios, and custom jewelry studios.

Assessor. The Assessor of the County of Riverside.

Automobile Parking or Storage Facility means a type of outdoor storage use whereby an outdoor lot, lot area, or parcel of land used, is designed and maintained primarily for the purpose of storing, parking, dispatching, or keeping automobiles or recreational vehicles (including RV's, boats, watercraft, off-road vehicles) or other vehicles, together with or without facilities necessary to service, dispatch, store or maintain aforementioned vehicles, their cargos and crews. Also applies to a business establishment providing towing and/or storage of operative or inoperative vehicles. This classification includes the storage of tow-aways, impound yards, and storage lots for buses and recreational vehicles, but does not include vehicle dismantling.

Automobile Wrecking or Automobile Dismantling. A business establishment engaged in the dismantling and/or wrecking of automobiles, used motor vehicles or trailers, and/or the storage, sale, or dumping of dismantled, partially dismantled, obsolete, or wrecked vehicles or parts.

Automobile Service Station. An establishment providing gasoline oil and other additives, and/or performing minor repairs and other customary services for automobiles and light vehicles, but excluding painting, body work steam cleaning, and major repairs.

Advertising Structure. A structure of any kind or character, erected or maintained for outdoor advertising purposes, upon which any poster bill,

Awning. Either a fabric covered appendage or a temporary collapsible shelter of noncombustible materials supported entirely from the exterior wall of a building.

B

Balcony. A platform that projects from the wall of a building, typically above the first level, and is surrounded by a rail, balustrade, or parapet on at least one side.

Balcony, Unenclosed. A balcony open to the sky and not fully enclosed on more than two sides.

Balloon. A floating air-filled or gas-filled object tethered to a fixed location (also see "Sign, balloon").

Banks and Savings. A state- or federally-chartered financial institution that provides retail banking

Barrier. A fence, a wall, a building wall or a combination thereof which completely surrounds the swimming pool and obstructs access to the swimming pool.

Bars and Cocktail Lounges. Establishments where alcoholic beverages are sold for consumption on the premises. This classification excludes restaurants and commercial recreation uses that may serve alcoholic beverages incidental to the primary use.

Basement. That portion of a building located between the ground level or first floor of a structure.

Billiard Parlor. An establishment that provides five or more billiard and/or pool tables.

Boarding. A residence or dwelling, other than a hotel, wherein three or more rooms are rented under three or more separate written or oral rental agreements, leases or subleases or combination thereof, whether or not the owner, agent or rental manager resides within the residence.

Building. Any structure having a roof supported by columns or by walls and intended for the shelter, housing, or enclosure of persons, animals, or property of any kind.

Building; Accessory. A detached subordinate building, the use of which is incidental to that of the primary building or to the principal use of the land, and which is located on the same lot or parcel of land with the main building or principal use of the land.

Building, Height. The vertical distance as measured continuously along a line at existing grade bisecting the width of the lot to the highest point of a building or structure, except as provided elsewhere in this Zoning Ordinance.

Building, Main. A building in which is conducted a principal use of the lot or parcel of land upon which it is situated. In a residential or agricultural zone, any residential unit shall be deemed to be a main building upon the lot or parcel of land on which it is situated.

Building Material Sales. An establishment engaged in retailing or wholesaling of building supplies or equipment. This classification includes lumber yards and tool and equipment sales, but excludes businesses engaged in the retail sales of paint and hardware, building contractor's yards, and activities classified under "Equipment Leasing and Rentals."

Building Site. The ground area of one or the ground area of two or more lots when used in combination of a building or group of buildings together with all open spaces as required by this Ordinance.

Building Wall. The vertical surface, or any element thereof, including any structural member or group of structural members attached the vertical surface, that defines the exterior boundaries of a building.

Business and Trade School. An establishment which provides on-site training of business, commercial, and/or trade skills such as accounting, data processing, and computer repair. This classification excludes establishments providing training in an activity that is not otherwise permitted in the applicable zone. Incidental instructional services in conjunction with another primary use shall not be considered a business and trade school.

C

Cabana. A structure containing not more than 700 square feet, not containing a kitchen.

Camp, Day. A facility with an organized daytime program involving the supervision and care of children.

Canopy. Has the same meaning as "awning" as defined in this section, except that a canopy contains separate supporting posts and is not supported entirely from the exterior wall of a building. A fixed overhead shelter used as may or may not be attached to a building.

Carport. A permanently-roofed structure with no more than two enclosed sides, used or intended to be used for automobile shelter and storage.

Cellar. See "Basement".

Center-line. The center-line of any street, as established by the City Engineer by official surveys, and on file in the office of the City Engineer.

Check Cashing. A business that, for compensation, engages in the business of cashing checks, warrants, drafts, money orders, or other commercial paper serving the same purpose. This classification does not include a state- or federally- chartered bank, savings association, credit union, or industrial loan company. Further, this classification does not include establishments selling consumer goods where the cashing of checks or money orders is incidental to the main purpose of the business.

Church. A facility used for religious worship and incidental religious education and/or activities, including a parsonage which shall be a maximum of 1,200 square feet or 50 percent of the assembly hall whichever is less. Setbacks and parking shall meet the residential single family requirements. This definition does not include private schools as defined in this section of the Zoning Ordinance.

Child Care Center. A facility that provides non-medical care to children under 18 years of age in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis. "Child care center" includes day care centers and family day care homes.

City. Refers to the City of Beaumont.

Club, Private. Any building or premises used by an association of persons, whether incorporated or unincorporated, organized for some common purpose, but not including a group organized solely or primarily to render a service customarily carried on as a commercial enterprise. This definition does not include "Adult" business establishments.

Clubs and Lodges. A private or nonprofit organization providing meeting, recreational, or social facilities primarily for use by members and/or guests.

Commercial Printing. A business providing printing, blueprinting, photocopying, engraving, binding, or related services.

Commercial Vehicle. A vehicle which, when operated on a street, is required to be registered as a commercial vehicle under the State Vehicle Code, and which is used or maintained for the transportation of persons for hire, compensation, or profit, or which is designed, used, or maintained primarily for the transportation of property.

Commission. Refers to the Planning Commission of the City of Beaumont.

Communications Facilities. An establishment engaged in broadcasting, recording, and other communication services accomplished through electronic or telephonic mechanisms. This classification includes, but is not limited to, radio, television, or recording studios, telephone switching centers, and telegraph offices.

Communications Facilities, Wireless. An unstaffed facility used for the transmission or reception of wireless telecommunication services, commonly consisting of an antenna array, connection cables, a support structure, and ancillary support facilities.

Community Center. A building, buildings, or portions thereof used for recreational, social, educational, and cultural activities where buildings and associated improvements are owned and/or operated by a public, nonprofit, or public serving group or agency.

Condominium. An undivided interest in common in a portion of real property coupled with a separate interest in space called a "unit," the boundaries of which are described on a recorded final map, parcel map, or condominium plan. The description of the unit may refer to: a) boundaries described in the recorded final map, parcel map, or condominium plan, b) physical boundaries, either in existence, or to be constructed, such as wall, floors, and ceilings of a structure or any portion thereof, c) an entire structure containing one or more units, or d) any combination thereof. An individual condominium within a condominium project may include, in addition, a separate interest in other portions of the real property. This term shall also include stock-cooperative developments.

Condominium Project. A common interest development consisting of condominiums.

Contractor or Building Materials Storage Yard means establishments which engage primarily in the outdoor storage of goods, materials (except temporary storage of construction materials associated with an active building permit), machines, vehicles, trailers, and other equipment associated with a construction or contractor's business licensed within the City of Beaumont.

Convalescent Facilities. A business establishment engaged in providing care on 24-hour basis for persons requiring regular medical attention, but excluding facilities providing surgical or emergency medical services.

Convalescent Home. A home or establishment offering or providing lodging, meals, nursing, dietary, or other personal services to five or more convalescents, invalids, or aged persons, but shall not include surgery or the care of persons with contagious or communicable diseases.

Conversion (Condominium). A change in the type of ownership of a parcel or parcels of land, together with the existing structures, from rental housing, as defined in this section, to a condominium, community apartment, planned development, stock cooperative, or common interest development.

County. Refers to the County of Riverside.

Court. An open, unoccupied space, bounded on two or more sides by the walls of a building. "Inner court" is a court entirely enclosed within the exterior walls of a building. All other courts are referred to as outer courts.

Coverage. The percentage of total site area covered by structures, open or enclosed, excluding the following uncovered structures: steps, courts, patios, terraces, and swimming pools.

D

Dairy. Any premises where three or more cows, three or more goats or one or more cows and two or more goats, or two or more cows and one or more goats are kept, milked, or maintained.

Daycare Center, Adult. A state-licensed facility designed to provide necessary care and supervision to persons 18 years of age or older on less than a 24-hour basis. Adult day care centers include the various types of adult day services as defined under state law that include "adult day care facilities," "adult social day care facilities," and "adult day health care facilities."

Day Care Center, Children. A state-licensed facility, other than a family day care home, providing non-medical care and supervision to children under 18 years of age on less than a 24-hour basis. Child day care centers shall include "day care centers" as defined under state law, which include infant centers, preschools, and extended day care facilities.

Deck. A platform other than a balcony, either freestanding or attached to a building, without a roof, that is supported by pillars, posts, or walls.

Director and Director of Planning and Planning Director. Refers to the Community Development Director or his or her designee.

Drive-in Restaurant. Any building or structure in which food and drink are prepared for service to customers outside of such building or structure, even though the same is served to customers inside said building or structure or to customers occupying vehicles outside such structure, and shall include self-service restaurants for take-out food.

Drive-thru. See "Establishment with drive-up service".

Driveway. An appropriately paved and privately-owned surface or road that provides access to off-street parking or loading facilities.

Dump. An area devoted to the disposal of combustible or non-combustible refuse.

Duplex. A structure consisting of two dwelling units.

Dwelling or Dwelling Unit. An attached or detached building containing one or more rooms wherein the occupants of each dwelling unit are living and functioning together as a single housekeeping unit, meaning that they have established ties and familiarity with each other, jointly use common areas, interact with each other, share meals, household activities, expenses and responsibilities, membership in the single housekeeping unit is fairly stable as opposed to transient and members have some control over who becomes a member of the single housekeeping unit.

Dwelling, Multiple Family Residential. One or more buildings located on a lot containing a total of two or more dwellings within a structure.

Dwelling, Single-Family. An attached or detached building not to contain more than one kitchen wherein the occupants of the dwelling unit are living and functioning together as a single housekeeping unit, meaning that they have established ties and familiarity with each other, jointly use common areas, interact with each other, share meals, household activities, expenses and responsibilities, membership in the single housekeeping unit is fairly stable as opposed to transient and members have some control over who becomes a member of the single housekeeping unit.

Dwelling, Tri-plex. A building designed for occupancy by three families living independently of each other and containing three dwelling units under one common roof.

Dwelling, Two-Family or Duplex. An attached or detached building containing two Dwelling Units wherein the occupants of each Dwelling Unit are living and functioning together as a single housekeeping unit, meaning that they have established ties and familiarity with each other, jointly use common areas, interact with each other, share meals, household activities, expenses and responsibilities, membership in the single housekeeping unit is fairly stable as opposed to transient and members have some control over who becomes a member of the single housekeeping unit.

E

Establishment with Drive-up Service. A business or institution providing services accessible to persons who remain in their automobiles.

F

Family. One or more persons living together as a single housekeeping unit in a dwelling unit. A family includes the residents of residential care facilities and group homes for people with disabilities. A family does not include larger institutional group living situations such as dormitories, fraternities, sororities, monasteries or nunneries.

Family Day Care Home, Large. A dwelling that regularly provides care, protection, and supervision for 12 or fewer children under the age of ten, in the provider's own home, for periods of less than 24 hours per day.

Family Day Care Home, Small. A dwelling that regularly provides care, protection, and supervision for one to six children inclusive, including children under the age of ten.

Fire Arm Sales or Firearms Business. An establishment having at least 25 percent of its gross floor area devoted to the sale of fire arms, ammunition and ammunition components, and hunting or shooting equipment.

Floor Area, Gross. The total horizontal area of all the floors of a building included within the surrounding walls, exclusive of vent shafts and courts.

Floor Area, Net. The total useable floor area within all floors of a building included within the surrounding walls.

Floor Area Ratio. The numerical value obtained through dividing the gross floor area of a building or buildings by the total area of the lot or parcel of land on which such building or buildings are located.

Food and Beverage Sales. A business establishment where the primary use involves the retail sales of food and beverages for off-site preparation and consumption. Typical uses include grocery markets and delicatessens. This category does not include liquor stores.

Food Manufacturing. A business establishment engaged in manufacturing, processing, and/or packaging of food products for wholesaling and distribution. This use may include incidental direct sale to consumers of the products manufactured on-site, souvenirs, and ancillary tasting facilities for the public.

Frontage. The frontline of a site, separating the site from the street.

G

Garage, Parking Garage. A structure with a common vehicular entrance and exit which is used by vehicles in parking spaces and which otherwise conforms to the requirements of this Zoning Code.

Garage, Private. A detached accessory building, or a portion of a main building on the same lot, enclosed on three sides and with a door capable of enclosing the fourth side, for the parking or temporary storage of vehicles owned by the occupants of the premises.

General Plan. The General Plan of the City of Cudahy, consisting of the General Plan and Map, adopted by the City Council.

Grade, Existing. The surface of the ground or pavement at a specific location as it existed prior to disturbance in preparation for a construction project.

Grade, Finished. The finished surface elevation of the ground or pavement at a specific location after the completion of a construction project.

Grade, Ground Level. The average level of the finished ground surface surrounding a building, measured at the center of all walls of the building.

Gradient. The rate of vertical change of a ground surface expressed in a percentage and determined by dividing the vertical distance by the horizontal distance.

Group Home (Unlicensed) or Unlicensed Group Home. A single family dwelling unit with six or fewer occupants who are all (other than the house manager) considered disabled under state or federal law, but not licensed by the state.

Guest House. Refers to living quarters, having no kitchen facilities, located within an accessory building located on the same premises with a main building and occupied solely by members of the family, temporary guests, or persons permanently employed on the premises.

Guest Room. A room designed for or occupied as sleeping quarters by one or two persons, providing lodging for compensation.

H

Hazardous Waste. Any waste, or combination of wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may: a) exhibit toxicity, corrosivity, flammability, and/or reactivity; b) cause, or significantly contribute to, an increase in serious irreversible, or incapacitating reversible, illness; or, c) present a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

Hazardous Waste Facility. All contiguous land, structures, other appurtenances, and improvements within a property, used for handling, treating, storing, or disposing of hazardous wastes.

Health and Physical Fitness Facility. A private athletic clubs and gymnasiums including, but not limited to, weight training facilities, aerobic exercise floors, racquetball courts, swimming pools, and similar athletic facilities.

Height. See "Building height".

Home Occupation. An occupational activity carried on by the occupant(s) of a residential dwelling as a secondary use in connection with which there is no display, no walk-in customers, no stock-in-trade, nor commodity sold upon the premises, no person employed, and no mechanical equipment used, except such as is necessary for housekeeping purposes.

Hospital. A facility providing medical, surgical, psychiatric, and/or emergency medical services to sick or injured persons, primarily on an inpatient basis. This classification includes incidental facilities for out-patient treatment, as well as training, research, and administrative services for patients and employees.

Hotel or Motel. One or more buildings containing guest rooms or dwelling units, with one or more such rooms or units having a separate entrance leading directly from the outside of the building or from an interior court. Such facilities are designed to be used, or intended to be used, rented, or hired out for temporary or overnight accommodations for guests, and are offered primarily to patrons by signs or other advertising media. This classification may contain public meeting rooms and eating, drinking, and banquet services associated with the facility.

Hot Tub. See "Swimming pool".

Household. A single individual or group of individuals, unrelated or related by blood or marriage, residing in a dwelling unit.

Household Pet. A domesticated animal commonly maintained within a residence.

I

Industrial Complex. Any group of three or more industrial uses on a parcel or combination of parcels which are generally served either by common access or common parking, or single industrial use occupying at least 100,000 square feet of floor area.

In-ground pool. See "Swimming pool".

J

Junk Yard. The use of a lot, or the use of any portion of a lot, for the dismantling of machinery or for the storage or keeping for sale of parts and equipment resulting from such dismantling or wrecking, or for the storage or keeping of junk, including scrap metals or other scrap materials.

K

Kennel. Any lot or premises on which four or more dogs or cats at least four months of age are boarded or trained.

Kitchen. A room in a building or dwelling unit that is used in the cooking or preparation of food.

L

Laboratory. An establishment providing analytical or testing services, including, but not limited to, chemical labs, dental-medical labs, optical labs, and labs conducting mechanical, electrical, physical, or environmental tests, as well as research and development.

Landscaping. The planting and maintenance of live trees, shrubs, ground cover, and lawn areas, including the installation of irrigation systems required by the provisions of this Zoning Code. "Landscaping" may include inorganic decorative materials of natural or man-made origin if used to accent or complement, but in no case imitate, the natural vegetation. Inorganic decorative materials used in landscaping may include rock, stone, wood, waterfall, fountains, pools, sculptures, benches, and architectural screens, walls, and fences.

Liquor Store. A business establishment having at least 50 percent of its gross floor area used for the sale of alcoholic beverages intended for off-site consumption.

Loading Space. An off-street space on the same lot with a main building, or contiguous to a group of buildings, for the temporary parking of commercial vehicles while loading or unloading, and which has access from a street, alley, or other permanent means of ingress and egress.

Lodging House. A residence or dwelling, other than a hotel, wherein lodging and meals are provided to four or more persons for compensation, whether direct or indirect. In determining the number of persons lodging in a lodging house, all residents shall be counted, including an owner, agent or manger.

Lot. Real property with a separate and distinct number or other designation shown on a plat recorded in the office of the County Recorder as a part of an approved subdivision, shall also mean (1) a parcel of real property when shown as a delineated parcel of land with a number of other designations on a plat recorded in the Office of the County Recorder of Riverside County; or (2) a parcel of land the dimensions or boundaries of which are defined by a record of survey recorded pursuant to the provisions of the Subdivision Map Act of the State of California in the Office of the County Recorder of Riverside County; (3) a parcel of real property not delineated as in (1) or (2) above, and containing not less than the prescribed minimum square footage required in the zone in which it is located and which abuts at least one public street, and alley or a private easement determined by the Commission to be adequate for purposes of access from a street; (4) a parcel of land registered under Land Title Law (Torrens Title) and held under separate ownership from adjacent property on the effective date of this Ordinance.

Lot, Area. The total area, measured in a horizontal plane, included within the lot lines of a lot or parcel of land.

Lot, Corner. A lot located at the intersection of two or more streets at an angle of not more than 135 degrees. If the angle is greater than 135 degrees, the lot shall be considered an interior lot.

Lot, Cul-de-sac. A lot fronting on, or with more than one-half of its lot frontage, on the turnaround end of a cul-de-sac street.

Lot, Depth. The horizontal distance between the front and rear lot lines, measured in the mean direction of the side lot lines.

Lot, Interior. A lot other than a corner or reverse corner lot.

Lot, Key. Any lot where the side property line abuts the rear property line of one or more lots, and where such lots are not separated by an alley or any public way.

Lot Line. Any line bounding a lot as defined in this section.

Lot Line, Exterior. A lot line abutting a street.

Lot Line, Front. On an interior lot, the front lot line of the property line abutting the street, except in those cases where the latest tract deed restrictions specify another line as the front lot line. On a corner or reversed corner lot, the front lot line is the shorter property line abutting a street. On a through lot, or a lot with three or more sides abutting a street, or a corner or reversed corner lot with lot lines of equal length, the Zoning Administrator shall determine which property line shall be the front lot line for purposes of compliance with the setback provisions of this Zoning Code.

Lot Line, Interior. A lot line not abutting a street.

Lot Line, Rear. A lot line not abutting a street that is opposite and most distant from the front lot line. For triangular lots where there is no rear lot line, the rear lot line shall be defined as the point at which the side lot lines intersect.

Lot Line, Side. Any lot line that is not classified as a front lot line or rear lot line.

Lot Line, Zero. A lot line that does not have any side-yard setback.

Lot, Reverse Corner. A corner lot, the side line of which is substantially a continuation of the front lot lines of the lot to its rear.

Lot, Through. A lot having frontage on two parallel or approximately parallel streets. A through lot may have no rear lot line.

Lot; Width. The horizontal distance between the side lot lines measured at right angles to the lot depth line at a distance located midway between the front and rear lot lines.

M

Main Building. A building that is designed, and used for, or intended to be used, to accommodate the principal use on the lot. In residential zones, any dwelling shall be considered the main building on the lot.

Maintenance and Repair Services. An establishment providing household appliance repair, furniture repair, office machine repair, bicycle repair, or building maintenance services. This classification excludes maintenance and repair of motor vehicles, boats, or ships.

Mansard or Mansard Roof. A roof having two slopes on all sides with the lower slope steeper than the upper one.

Manufactured Housing. A mobile home, or manufactured housing unit, as defined by and installed in accordance with California Health and Safety Code Section 18008 and 18551, respectively, and factory-built housing as defined by California Health and Safety Code Section 19971.

Medical Clinic. Any facility providing physical or mental health service, and medical or surgical care of the sick or injured, but shall not include inpatient or overnight accommodations. Activities included within this definition are health centers, health clinics, and doctors' offices.

Mini-storage, Mini-warehouse, Self-storage or Public-storage means an operation serving the public where customers rent or lease, or self-store and have direct access to, individual storage areas, compartments, or facilities rooms within a larger structure or structures provided for storage use. This use may also include limited caretaker facilities.

Mobile Home. A movable or transportable vehicle, other than a motor vehicle, intended for occupancy for one family, and having no foundation other than jacks, piers, wheels or skirting. All mobile homes located on lots must be a minimum of 450 square feet, with a minimum of ten feet in width. All mobile homes must have a complete sanitary facilities, including a lavatory, flush type toilet, tub or shower, and kitchen sink, all connected to sewage outlets in conformity with state, county and health requirements.

Mortuary. An establishment providing services such as preparing the deceased for burial, and arranging and managing funerals and related services, and may include limited caretaker facilities. This classification excludes cemeteries, crematoriums, and columbariums.

Motel. One or more buildings containing more than five completely furnished individual guest rooms with one or more such rooms or units having a separate entrance leading directly from the outside of the building or an inner court. Such facilities are designed, used, or intended to be used, rented or hired out as temporary or overnight accommodations for guests, and are offered primarily to automobile tourists or transients. Motels include auto courts, motor lodges, and tourist courts.

N

Nonconforming. A building and/or improvement, or portion thereof, which does not conform improvement to current Zoning Code regulations. Nonconforming use, any use of land or property that was lawfully established and in effect at the lawful or legal time this Zoning Code or any amendment became effective, but no longer complies with all of the applicable regulations and standards of the zone in which the use is located. Nonconforming any structure or improvement that was lawfully established and in existence structure, lawful at the time this Zoning Code or any amendment became effective, but no or legal longer complies with all of the applicable regulations and standards of the zone in which the structure or improvement is located.

O

Offices. Administrative, clerical, or public contact offices of a government agency, government including postal facilities, together with incidental storage and maintenance of vehicles.

Offices, Medical. Offices or health facilities providing health services, including without limitation, preventative and rehabilitation treatment, diagnostic services, and testing and analysis, but excluding inpatient services and overnight accommodations. This classification includes without limitation offices providing medical, dental, surgical, rehabilitation, podiatric, optometric, chiropractic, and psychiatric services, and medical or dental laboratories incidental to such offices.

Offices, Professional. Offices for firms or organizations providing professional, executive, management or administrative services, such as architectural, engineering, real estate, insurance, investment, or legal offices. This classification excludes savings and loan associations, banks, and medical offices.

Off-Street Parking Facility. A lot, or portion thereof, improved and used for the parking of vehicles, including, but not limited to, enclosed garages and parking structures, open parking areas, aisles, driveways, and appurtenant landscaped planters and their improvements.

Open Space, Useable (Useable Open Space). Open space upon the lot or parcel to which it is appurtenant, which can be used by inhabitants of the property for outdoor living, activity and/or recreation and may include landscaping. Each linear dimension of such space shall be a minimum of six feet. Balconies may be credited as "usable open space" provided they each have linear dimensions of a minimum of five feet. Enclosed recreation or multi-purpose activity rooms may be credited as "usable open space." All such areas shall be readily accessible to the inhabitants of the property. "Usable open space" does not include driveways, open or covered parking areas, utility space such as trash or garbage areas, or space occupied by the required front yard setback. For the R-MF zone, the following minimum usable open space is required for:

1. Each studio apartment, 200 square feet;
2. Each one-bedroom apartment, 200 square feet;
3. Each two-bedroom apartment, 200 square feet plus 100 square feet making a total of 300 square feet;
4. Each additional bedroom an additional 100 square feet.

The computation of usable open space provided shall be as follows:

1. The following areas shall be computed at 1.25 times the area actually devoted to such use:
 - a. Private patios, when directly accessible to the dwelling unit to which it is appurtenant; such patios shall be completely enclosed on all sides by a fence which is a minimum of five feet in height;
 - b. Balconies and lanais, when directly accessible to the unit to which they are appurtenant; such balconies and lanais must have a minimum dimension of five feet; and
 - c. Swimming pool areas, including the hard surface deck, which normally surrounds such pools. Deck area more than 25 feet from the edge of the pool will not be counted as open space under this recreation activity rooms, provided these rooms are permanently maintained for the use of tenants for various recreation activities. Such activity rooms shall not include lobbies, but may include common steam rooms, sauna baths, or the like.
2. All other areas meeting usable open space requirements shall be credited with the actual area (square feet) provided.
3. No area will be considered as usable open space if it has any dimension less than six feet except balconies.

Outdoor Advertising. The use of signs or other measures soliciting public support or directing public attention to the sale, lease, hire, or use of any objects, products, services, or functions which are not produced, sold, or otherwise available on the premises where such signs are erected or maintained.

Outdoor Living Space. Either an open passive landscaped area specifically designed, improved, and maintained to enhance the architectural design, privacy, and general environmental quality of a residential development or an easily accessible public or private activity area specifically designed, improved, and maintained for outdoor living and/or recreation by occupants of the residential development.

Outdoor Storage use means establishments that engage primarily in the outdoor storage of goods, materials (except temporary storage of construction materials associated with an active building permit), machines, vehicles, trailers, and other equipment.

P

Parcel. A contiguous quantity of land owned by, or recorded as the property of, the same claimant or person.

Parking Space. A space within an off-street parking facility that has the minimum attributes of size, location, and design specified in Article 21 (Parking requirements) of this Zoning Code.

Parks and Recreation Facilities. Uses that include, but are not limited to, land and interests in land; swimming pools; tennis, volleyball and basketball courts; baseball grounds; play areas; turf; sprinkler systems; community center buildings; recreation buildings; and other works, properties, structures, and facilities necessary or convenient for public park, playground, or recreation purposes.

Pawn Shop. A business establishment engaged in the buying or selling of new or secondhand merchandise and offering loans secured by personal property.

Performance Art. A public building used for theatrical performances, concerts, recitals, and facilities similar entertainment. This classification excludes commercial cinemas or theaters.

Personal Convenience Service. A business establishment providing recurrently-needed services of a personal nature. This classification includes, but is not limited to, barber and beauty shops, seamstresses, tailors, shoe repair shops, photocopying, retail dry cleaning establishments (excluding wholesale dry cleaning plants), self-service laundromats, and similar services. This classification excludes massage parlors, tattoo parlors, and/or skin piercing establishments.

Personal Improvement Service. A business establishment providing instructional services or facilities, including, but not limited to, photography, fine arts, crafts, dance or music studios, driving schools, modeling agencies, reducing salons, and health or physical fitness clubs. Incidental instructional services associated with a retail use shall be classified as "retail sales" rather than "personal improvement services."

Planned Unit Development. The planning, construction, or implementation and operation of any use or structure, or a combination of uses and structures, on a single parcel of land based on a comprehensive and complete design or plan treating the entire complex of land, structures, and uses as a single project.

Plant Nursery. A site used to raise trees, shrubs, flowers, and other plants for sale or for transplanting, and where all merchandise (other than plants) is kept within an enclosed building or fully-screened enclosure, and fertilizer of any type is stored and sold in package form only.

Pre-existing. In existence prior to the effective date of this Ordinance.

Public Building. A building owned and operated by a public agency for public use.

Public Safety Facility. A public facility providing public safety and emergency services, including police and fire protection, and associated support and training facilities.

Public Utility Facility. A building or structure used by any public utility including, but not limited to, any gas treatment plant, reservoir, tank, or other storage facility, water treatment plant, well, reservoir, tank or other storage facility, electric generating plant, distribution or transmission substation, telephone switching or other communications plant, earth station or other receiving or transmission facility, any storage yard for public utility equipment or vehicles, and any parking lot for parking vehicles or automobiles to serve a public utility. The term "public utility" shall include every gas, electrical, telephone and water corporation serving the public or any portion thereof for which a certificate of public convenience and necessity has been issued by the State Public Utility Commission.

Q

R

Recreational Facility. A publicly-owned and operated recreational structure or building, such as a tennis court, swimming pool, multi-purpose community building, or similar use.

Recyclable Material. A reusable material, including, but not limited to, metals, glass, plastic, and paper, and which is intended for reuse, re-manufacture, or reconstitution for the purpose of using the altered form.

"Recyclable material" shall not include refuse or hazardous materials. "Recyclable material" may include used motor oil collected and transported in accordance with Section 25250.11 and Section 25143.2(b)(4) of the State Health and Safety Code.

Recycling Facility. A center for the collection and/or processing of recyclable materials. "Certified recycling facility" or "certified processor" refers to a recycling facility certified by the State Department of Conservation as meeting the requirements of the State Beverage Container Recycling and Lifter Reduction Act of 1986. A recycling facility does not include storage containers or processing activities located on the premises of a residential, commercial, or manufacturing use, and used solely for the recycling of material generated by such residential property, business, or manufacturer.

Recycling, Collection Facility. A center for the acceptance of recyclable materials from the public by donation, redemption, or purchase.

Recycling, Processing Facility. A building or enclosed space used for the collection and processing of recyclable materials. "Processing" means the preparation of material for efficient shipment, or to an end-user's specifications, by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and re-manufacturing.

Rental Units. A housing unit leased for the occupancy of a residential household.

Residence. One or more rooms designed, used, or intended to be used as permanent living quarters for a household, and not as temporary or overnight accommodations.

Residential Care Facility, Licensed. A residential care facility licensed or supervised by any federal, state, or local agency, which provides housing and nonmedical care for children, elderly persons, or physically and mentally handicapped persons in a family-like environment. These facilities include the following:

- (a) An intermediate care facility, developmentally disabled habilitative and intermediate care facility/developmentally disabled-nursing or a congregate living facility as identified in State of California Health and Safety Code section 1267.8;
- (b) A community care facility as identified in State of California Health and Safety Code section 1566.3;
- (c) A residential care facility for the elderly as identified in State of California Health and Safety Code section 1569.85;
- (d) An alcoholism or drug abuse recovery or treatment facility as identified in State of California Health and Safety Code section 11834.02;
- (e) A home for the care of mentally disordered or otherwise handicapped persons as identified in State of California Welfare and Institutions Code section 5116;
- (f) A home for the care of dependent and neglected children as identified in the State of California Welfare and Institutions Code section 300, but not including wards of the court as identified in the State of California Welfare and Institutions Code section 601ff.

Rest Home. See "Convalescent home".

Restaurant, Sit Down. A business establishment that is maintained, operated, and/or advertised or held out to the public as a place where food and beverage are served to the public on demand from a menu during stated business hours, served in and on reusable containers and dinnerware, to be consumed on the premises primarily inside the building at tables, booths, or counters, with chairs, benches, or stools. This use may include incidental delivery service utilizing no more than two delivery vehicles.

Restaurant, Fast-Food. A business establishment that is maintained, operated, and/or advertised or held out to the public as a place where food and beverage are served to customers from a serving counter in disposable

containers or wrappers and where food and meals are generally prepared in advance for immediate sale, and which may include inside seating, drive-through service, delivery service, and take-out/carry-out service.

Restaurant, Delivery. A place where orders for food and beverages may be placed in person or by telephone, facsimile, copier, or other off-site means of communication, from a limited menu, and which orders are delivered to a location directed by the customer.

Restaurant, Take-out. A business establishment that is maintained, operated, and/or advertised or held out to the public as a place where food and beverages are served in disposable containers or wrappers from a serving counter for consumption exclusively off the premises.

Retail Sales. A business establishment engaged in the retail sale of merchandise not specifically listed under another use classification as defined in this section. This classification includes, but is not limited to: department stores, clothing stores, furniture stores, and businesses retailing the following goods: toys, hobby materials, handcrafted items, jewelry, cameras, photographic supplies, books, electronic equipment, records, sporting goods, kitchen utensils, hardware, appliances, antiques, art supplies, paint and wallpaper, carpeting and floor covering, office supplies, bicycles, and new automotive parts and accessories (excluding service and installation). This classification excludes thrift shops and pawnshops.

Room. An unsubdivided portion of the interior of a dwelling, excluding bathrooms, kitchens, closets, hallways, and service porches.

S

School, Elementary, Junior High, and High. An institution of learning which offers instruction in the several branches of learning and study required to be taught in the public schools by the Education Code of the State of California.

School, Private. An educational institution having a curriculum comparable to that required in the public schools of the State of California.

Secondary (or second) Unit. A detached dwelling unit that provides complete, independent living residential unit facilities for one or more persons. A secondary residential unit shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same lot on which the primary unit is situated.

Senior Housing. A housing development project in which 100 percent of the project rental units are intended to be occupied by persons who are 62 years of age or older, or married couples, of which one spouse is over 62 years of age.

Service Station. See "Vehicle, service station".

Setback. A required open space on an improved lot that is unoccupied by buildings and unobstructed by structures from the ground upward, except for projections and accessory buildings permitted by the provisions of this Zoning Code. Setbacks shall be measured as the shortest distance between a property line and the nearest vertical support or wall of the building, enclosed or covered porch, or other structure.

Setback, Between. A required open space between separate buildings or between separate buildings or dwelling units on the same lot or building site. Such setback shall be measured as the minimum distance between the nearest vertical support dwelling units or wall of each building or enclosed or covered porch.

Setback, Exterior Side. A side setback abutting a street.

Setback, Front. A setback extending across the full width of the front of the lot, the minimum and/or average dimensions of which are determined by the property development standard of the applicable zone in which such lot is located.

Setback, Rear. A setback extending across the full width of the rear of a lot, the minimum and/or average dimensions of which are determined by the property development standards of the applicable zone in which such lot is located.

Setback, Side. A setback extending from the required front setback to the required rear setback, or to the front and/or rear property lines where no front and/or rear setback is required by the provisions of this Zoning Code, the minimum and average dimensions of which are determined by the property development standards of the applicable zone in which such lot is located.

Sign. Any card, cloth, plastic, paper, metal or other material or painted character visible from outside of a structure for advertising purposes, mounted to the ground or any, tree, building, wall, bush, rock, fence or structure, whether privately or publicly owned. "Sign", means any graphic announcement, declaration, demonstration, display, illustration, insignia or object used to advertise or promote the interest of any person or business when the same is placed out-of-doors in view of the general public. This definition shall not include the display of the American flag, flag of the State, county, public entity or City flag.

Sign, A-Frame. A freestanding sign usually hinged at the top or attached in a similar manner, and widening at the bottom to form a shape similar to the letter "A." Such signs are usually designed to be portable, and are not considered to be permanent signs or displays.

Sign, Animated Signs. Signs designed to attract attention through movement or the semblance of movement of the whole or any part including, but not limited to, signs which swing, twirl, move back and forth or up and down; or signs which change color or shades of color; or any other method or device which suggests movement. Animated signs do not include flags and banners, time and temperature signs.

Sign, Announcement or Bulletin Board Signs. Signs permanent in character designed to accept changeable copy, handbills, posters and matters of a similar nature.

Sign, Area of Sign. The area of a sign shall include the entire area within a series of rectangles whose outermost borders are defined by the outermost extent of any writing, representation, emblem, figure, character or separate sign surface. When letters comprising a sign message are placed on a background or field which is different in color or materials from the architectural features of the building on which the sign is mounted, the sign area shall be calculated as the entire area comprising the overall sign feature. In the case of a two-sided sign, the area shall be computed as including only the maximum single display surface that is visible from any ground position at one time. The supports or uprights on which any sign is supported should not be included in determining the sign area unless such supports or uprights are designed in such a manner as to form an integral background of the sign. In the case of any cylindrical or spherical sign, the total area shall be computed on the total area of the surface of the sign.

Sign, Awning Sign. A sign painted or printed on the exterior surface of an awning. An alternative to a wall sign, permitted as same.

Sign, Balloon. One or more balloons used as a permanent or temporary sign or as a means of directing attention to any business or profession, or to a commodity or service sold, offered, or manufactured, or to any entertainment.

Sign, Banner. A fabric or fabric-like material on which an advertising message is painted or otherwise affixed.

Sign, Billboard. A sign that directs attention to a business, profession, product, commodity or service offered on the site on which the sign is located.

Signs, Changeable Copy. Copy for temporary use which is changed at periodic intervals and which may be utilized on pylon, monument, wall, bulletin board or announcement signs.

Sign, Commercial Complex. Any group of three or more commercial uses on a parcel or combination of parcels which are generally served either by common access or common parking, or large single commercial use occupying at least two and one-half acres with a minimum of 200 feet of street frontage.

Sign, Construction Signs. Signs stating the names of those individuals or businesses, such as architects, engineers, contractors, or owners directly connected with a construction project and/or the name of the project, the address of the business, and emergency telephone numbers.

Sign, Directional Signs. Signs which contain any of the following words: "Entrance", "enter", "out", "one-way" or other words, or words which contain nonflashing arrows or other characters indicating traffic direction.

Sign, Electronic Message Sign. A sign having the capability of presenting variable message displays, including time and temperature, by projecting an electronically controlled light pattern against a contrasting background and which can be programmed to change the message display periodically.

Sign, Flag. A device, generally made of flexible materials, usually cloth, paper or plastic, usually used as a symbol of a government, school, religion, etc. It may or may not contain any copy.

Sign, Flashing Signs. Lighted signs which in whole or in part disappear and reappear at periodic intervals, or are intermittently on and off, and which are placed so as to attract vehicular traffic with emphasis on the recurrence of lights as in those types generally referred to as "nervous" signs, arrows, stars, etc., and/or beacon signs.

Sign, Freestanding. A sign that is completely supported by structures or other supports that are placed on or anchored in the ground and are independent from any building or other structure.

Sign, Height of Signs. The distance from the average ground level immediately surrounding the base of the sign to the top of its highest element, including any structural or architectural element. Landscape mounding shall not be used to artificially increase the height of a sign.

Sign, Monument Signs. A sign with an overall height of six feet or less, standing directly on the ground or on a base of where supporting poles or structures, if any, are enclosed by decorative covers.

Sign, Nameplate. Signs naming the occupant of the premises, the business and/or address.

Sign, Off-site Signs. Any sign which advertises or informs in any manner businesses, services, goods, persons or events at some location other than that upon which the sign is located.

Sign, Painted Signs. Signs painted on the exterior surface of a building or structure. Painted signs do not

Sign, Pennant. A device generally made of flexible materials, usually cloth, paper or plastic. A pennant may or may not contain any copy and is primarily intended to draw attention.

Sign, Pylon Sign. A sign with an overall height exceeding six feet and having one or more decorative supports permanently attached directly into or upon the ground.

Sign, Political Signs. Political signs are signs setting forth a political message with respect to an upcoming federal, State or local governmental election.

Sign, Portable Signs. Signs not designed to be attached to a building or anchored to the ground, including "A" boards, sandwich signs and signs attached to a fence/wall.

Sign, Poster Signs. Any sign attached to the ground in a manner approved by the building official, which may be visible from adjacent streets or highways.

Sign, Projecting Signs. Signs including wall signs which are suspended from or supported by a building or wall and which project from said building or wall.

Sign, Real Estate Signs. All signs and sign structures relating to the sale, lease or other disposition of the real property on which the sign is located and which are temporary in nature.

Sign, Revolving Signs. Signs, all or a portion of, which rotate in a constant, circular manner.

Sign, Roof Signs. Any sign supported by or attached to or projecting through the roof of a building or structure, or projecting above the eave line or parapet wall of the building or structure.

Sign, Special Event Sign. A temporary sign, which advertises special events and activities such as grand openings, charitable events, Christmas trees, fireworks, or as specified by the Planning Director.

Sign Structure. The supports, uprights, bracings, guy rods, cables and other structural framework of a sign or outdoor display.

Sign, Temporary Signs. Signs erected for a temporary purpose not exceeding 45 days, including banners, pennant valances, streamers, balloon signs, inflated devices, search lights, beacons, costumed or live persons, moving stuffed animals, or advertising light or similar materials used for advertising purposes attached to or pinned on or from any structure, staff, pole, line, framing, vehicle or other object.

Sign, Time and Temperature Sign. An electronically controlled sign with illuminated flippers or light bulbs for the sole purpose of displaying the time, and temperature (F. and/or C.) at intermittent intervals. Under Canopy Signs. A sign with a single or double face copy attached to the underside of a projecting canopy perpendicular to the building frontage.

Sign, Unofficial (Non-Regulatory) Signs. Signs located on public property (e.g., street or median island, parkway, sidewalk, traffic control sign posts, utility poles, park land, trees, etc.).

Sign, Vehicle Signs. Signs on or affixed to trucks, vans, automobiles, trailers, or other vehicles which advertise or provide direction to a use or activity not related to its lawful making of deliveries or sales of merchandise or rendering of service from such vehicles.

Sign, Wall Signs. Signs which are in any manner affixed to any exterior wall of a building or structure, the exposed face of which is in a plane parallel to the plane of the wall and which projects not more than 12 inches from the building or structure wall.

Sign, Window Signs. Signs painted, attached, glued or otherwise affixed to a window or otherwise easily visible from the exterior of the building.

Sign, Wall Murals. The decoration on the exterior surface of a structure with scenic, architectural or artistic paints which in themselves do not identify or advertise any product, service or business. A wall mural is a sign if it is related by language, logo or pictorial depiction to the advertisement of any product or service or the identification of any business.

Snack Shop. A business establishment that is maintained, operated, and/or advertised or held out to the public as serving snack foods, such as donuts, ice cream, yogurt, candy, cookies, bakery items, beverages, and similar items to be consumed either on the premises or off the premises.

Solid Fill. Any noncombustible materials insoluble in water, such as soil, rock, sand, or gravel, that can be used for grading land or filling depressions.

Spa, Non-Portable. See "Swimming pool".

Spa, Portable. A non-permanent structure intended for recreational bathing, in which all controls, water-heating, and water-circulating equipment are an integral part of the product and which is cord-connected (not permanently electrically wired).

Story. "Story" as defined in the currently adopted and effective Uniform Building Code of the City.

Story-Half. A story with at least two of its opposite sides situated immediately under a sloping roof, with the floor area of said story not in excess of two-thirds of the floor area of the floor immediately below it.

Street. A public thoroughfare or right-of-way acquired for use as such, or an approved private thoroughfare or right-of-way, other than an alley, which affords the principal means of access to abutting property. "Street" shall include all major and secondary highways, traffic collector streets, and local streets.

Street, Center line. See "Center line".

Street Line. The boundary line between the street right-of-way and abutting property.

Structural Alteration. Any change in the supporting members of a building, such as bearing walls, columns, beams, girders, floor joists, ceiling joints, or roof rafters.

Structure. Any physical improvement constructed or erected, including an edifice or building of any kind, or any piece of work artificially constructed or composed of parts jointed together in some definite manner, and which structure requires location on or in the ground or is attached to another improvement or in the ground, including fences, walls, swimming and wading pools, and patios.

Swap Meet. Any indoor or outdoor place, location, or activity where new or used goods or secondhand personal property is offered for sale or exchange to the general public by a multitude of individual licensed vendors, usually in compartmentalized spaces; and, where a fee may be charged to prospective buyers for admission, or a fee may be charged for the privilege of offering or displaying such merchandise. The term "swap meet" is interchangeable with, and applicable to, flea markets, auctions, open air markets, farmer's markets, or other similarly named or labeled activities; but the term does not include the usual supermarket or department store retail operations.

Swimming Pool. Any structure intended for swimming, diving, or recreational bathing that contains water over 24 inches deep. This includes in-ground, above-ground, and on-ground swimming pools, hot tubs, and spas.

Swimming Pool, Indoor. A swimming pool which is totally contained within a residential structure and surrounded on all four sides by walls of said structure.

Swimming pool, Outdoor. Any swimming pool which is not an indoor pool.

Structure Advertising. A structure existing, erected, or maintained to serve exclusively as a stand, frame, or background for the support or display of signs.

T

Thrift Shop. A business establishment primarily engaged in the sale of used clothing, household goods, furniture, or appliances. This classification does not include antique shops.

Tire - a rubber covering, typically inflated or surrounding an inflated inner tube, placed around a wheel to form a flexible contact with the road. May include new or used tires.

Tire Repair – the process of mending a hole, tear, fissure or blemish in a tire by including but not limited to grinding, gouging, applying adhesive or filling a hole or crevice with rubber.

Tire Store - an establishment where the sale, installation or storage of new or used or retread tires and tubes is conducted with or without other products or services. Tire store does not include a retreading establishment, collection, reduction or transfer of tires.

Townhouse. A single-family dwelling which visually appears to share one or more common walls with an adjacent single-family dwelling, but which, in fact, is structurally and functionally independent of any other single-family dwelling.

Trailer Coach. Any vehicle, with or without motor power, designed or used for human habitation and constructed to travel on the public thoroughfares in accordance with the provisions of the California State Vehicle Code.

Trailer Park. A site designed and equipped for the harboring, parking, or storing of one or mobile home park more trailers or mobile homes being used as living and/or sleeping quarters.

Trailer Site. That portion of a trailer park designated for use or occupancy of one trailer coach and including all appurtenant facilities.

Transfer Station. An area, including any necessary building or structures, for the temporary waste storage and the salvage of rubbish, garbage, or industrial waste. This definition also includes material recovery facilities.

Triplex. A structure containing three individual residential dwelling units.

Truck Yard or Truck Terminal means a type of outdoor storage use whereby an outdoor lot, lot area, or parcel of land used, is designed and maintained primarily for the purpose of storing, parking, dispatching, or keeping trucks, tractors, construction equipment and associated equipment together with or without facilities necessary to service, dispatch, store or maintain aforementioned vehicles, their cargos and crews. Also applies to a business engaged in the storage and distribution of goods having more than five heavy trucks (having a rating of more than 10,000 pounds and/or an unladen weight of more than 6,000 pounds) on the premises at any one time but excluding trucking accessory to another industrial use on the site.

U

Uniform Sign Program. All applications for approval of signs in a shopping center, commercial, industrial or office complex, a group of three or more businesses on a parcel or project site or for commercial recreation uses shall be submitted in the form of a construction, including connections and electrical plans, if any, and shall delineate the typical size, shape, design, material, coloring, lettering, lighting and position of the signage in relationship to the building form or place where it will be displayed. Scaled sketches of existing signs on the premises shall accompany the application.

Use. The purpose for which land or a building is arranged, designed, or intended, or for which either land or a building is or may be occupied, utilized, or maintained.

V

Variance. A modification of a literal provision of this Zoning Code, granted by an administrative or quasi-judicial act in accordance with the provisions of this Zoning Code.

Vehicle. A business engaged in the washing, waxing, cleaning, and/or detailing of automobile washing automobiles or similar light vehicles.

Vehicle Body. A business establishment involved in the repairing, restoring, and/or painting and fender shop of the bodies of motor vehicles.

Vehicle Rentals. A business engaged in the sale, lease and/or rental of automobiles and light trucks (having a rating of less than 10,001 pounds, an unladen weight of less than 6,001 pounds, and equipped with an open box-type bed less than nine feet in length), including storage and incidental maintenance and repair.

Vehicle Repair Garage. Any site and improvements used for the repair and maintenance of automobiles, motorcycles, light trucks (having a rating of less than 10,001 pounds, an unladen weight of less than 6,001 pounds, and equipped with an open box-type bed less than nine feet in length), or other similar passenger vehicles licensed by the State Department of Motor Vehicles. This classification shall not include the repair or maintenance of motor homes or commercial vehicles as defined in Section 3-7.901 of this Zoning Code. "Motor vehicle repair garage" shall be construed broadly to include the place where the following types of commonly-known garage or shop activities occur: tune-up and muffler work, parts and tire sales and installation, wheel and brake work, engine and transmission overhaul, and installation of car alarms and car stereos. "Motor vehicle repair garage" shall not include automobile wrecking, dismantling, or salvage, motor vehicle body and fender shops, or tire retreading or recapping.

Vehicle, Service. A business establishment primarily engaged in the retail sale of vehicle fuel station and lubricants. This classification includes facilities having service bays for vehicle service and repair. Such service and repair may include the sale of tires, batteries, and other parts and products related to the operation of a motor vehicle; minor tune-up; lubrication and parts replacement; non-mechanical car-washing, polishing, and waxing;

and other light work related to preventive maintenance and upkeep, but may not include maintenance and repair of large trucks or other large vehicles, or body and fender work on any vehicles.

Vehicle Towing/Storage. A business establishment providing towing and/or storage of operative or inoperative vehicles. This classification includes the storage of parking tow-aways, impound yards, and storage lots for buses and recreational vehicles, but does not include vehicle dismantling.

Visual Obstruction. Any physical obstruction which limits the visibility of persons in motor vehicles or pedestrians approaching intersecting or intercepting streets, alleys, driveways, or other public rights-of-way.

W

Wall or Fence. A structure forming a physical barrier, including, but not limited to, concrete, concrete block, wood, or other materials which are solid and are so assembled as to form a barrier.

Warehouse Retail. An off-price or wholesale retail/warehouse establishment exceeding 70,000 square feet of gross floor area and offering a full range of general merchandise to the public.

Warehouse Retail, Specialty. An off-price or wholesale retail/warehouse establishment exceeding 30,000 square feet of gross floor area and offering a limited range of merchandise, serving both wholesale and retail customers.

Washroom. Any building, which contains individual laundry facilities and/or bathroom facilities, but does not include kitchen facilities.

Wholesaling, Distribution and Storage. A business engaged in storage and distribution, and having five or fewer heavy trucks (having a rating of more than 10,000 pounds and/or an unladen weight of more than 6,000 pounds) on the premises at any one time. Wholesaling establishments may include no more than ten percent or 1,000 square feet of floor area, whichever is less, for the incidental direct sale to consumers of only those goods distributed wholesale. This classification excludes "Mini-warehouses or self-storage facilities" and "Vehicle towing/storage."

Wholesale Dry-Cleaning Plant. A dry cleaning establishment having at least 51 percent of its gross sales to licensed dry cleaners.

X

Y

Yard. An open space on a lot or parcel of land, other than a court, unoccupied and unobstructed by a building from the ground upward.

Yard, Front. A yard extending across the full width of the lot or parcel of land. The depth of a required front yard shall be a specified horizontal distance between the front lot line, where the front lot line is coterminous with the street line, and the front elevation of the structure located on the parcel.

Yard, Rear. A yard extending across the full width of the lot or parcel of land. The depth of a required rear yard shall be a specified horizontal distance between the rear lot line and a line parallel thereto on the lot or parcel of land.

Yard, Side. A yard extending from the required front yard, or the front lot line where no front yard is required, to the required rear yard or the rear lot line where no rear yard is required. The width of a required side yard shall be a specified horizontal distance between each side lot line and a line parallel thereto on the lot or parcel of land. Where a side yard is bounded by a street, the width of such required side yard shall be a specified horizontal distance between the side lot line on the street side, where said side lot line is coterminous with the street line of a fully-widened street or the ultimate street line of a partially-widened street, and a line parallel thereto on the lot or parcel of land.

Z

Zoning Map. The Official Zoning Map delineating the boundaries of zones within the City of Beaumont.
(Ord. 977, 12/07/2010; Ord. No. 1025, § 3, 9-18-2012)

17.03.120 Permitted uses for Base Zone Districts.

The permitted uses for the Base Zone Districts (identified in Section 17.03.040 through 17.03.110) are listed in Table 17.03-3.

Table 17.03-3										
Permitted Land Uses For Base Zone Districts¹										
	RC	PF	RR	RSF	RTN	RMF	CN	CC	M	UV
Administrative Professional Services										
Administrative/Professional Offices	N	N	N	P	N	N	P	P	P	P
Advertising Agencies	N	P	N	N	N	N	P	P	C	P
Architectural/Engineering/Design Services	N	P	N	N	N	N	P	P	P	P
Attorney/Legal Services	N	P	N	N	N	N	P	P	C	P
Business Management Services	N	P	N	N	N	N	P	P	C	P
Government Offices	P	P	P	P	P	P	P	P	P	P
Travel Agencies	N	P	N	N	N	N	P	P	C	P
Agricultural Uses										
Animal Keeping (Commercial Use)	N	N	P	C	C	N	C	C	C	C
Animal Keeping (Accessory Use)	N	A	A	A	A	A	C	C	C	C
Animal Rescue Facilities	N	N	P	C	C	N	N	N	C	N
Apiaries	N	N	P	C	C	N	N	N	N	N
Aviaries	N	N	P	N	N	N	N	N	C	N
Catteries	N	N	P	C	C	N	C	C	C	C
Commercial Growing Establishments	N	N	P	N	N	N	N	N	C	N
Community Gardens	N	N	P	P	P	P	P	P	N	P
Dairies	N	N	P	N	N	N	N	N	N	N
Kennels (all Classes)	N	N	P	C	C	N	C	C	C	C
Produce Stands	N	N	P	N	N	N	N	N	P	N
Stables	N	N	P	N	N	N	N	N	N	N
Alcohol Service and Sales										
Bars or Cocktail Lounges ²	C	N	N	N	N	N	C	C	C ⁷	C
Liquor Stores ^{2, 4}	N	N	N	N	N	N	C	C	N	C
Restaurants with Alcoholic Beverage Sales	C	N	N	N	N	N	C	C	C	C
Automotive Services										
Automobile, Motorcycle, and Marine Craft Sales (New and Used)	N	N	N	N	N	N	C	P	C	C
Automobile Parking Facilities	N	N	N	N	N	N	C	P	P	C
Automobile Rental Agencies	N	N	N	N	N	N	P	P	P	C

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(Supp. No. 5, Update 3)

Automobile Repair Facilities	N	N	N	N	N	N	C	P	P	N
Automobile Towing and/or Wrecking Facilities	N	N	N	N	N	N	N	N	C	N
Body and Paint Shops	N	N	N	N	N	N	C	C	C	N
Car Wash	N	N	N	N	N	N	C	C	C	C
Gas/Service Stations	N	N	N	N	N	N	C	C	C	C
Limousine Services	N	N	N	N	N	N	P	P	P	N
Recharging Stations	Allowed (P) in any area designed for the parking or loading of vehicles.									
Tire Repair	N	N	N	N	N	N	N	P	P	N
Tire Store	N	N	N	N	N	N	N	P	P	N
Towing Services with Indoor Vehicle Service	N	N	N	N	N	N	C	C	C	N
Towing Services with Outdoor Vehicle Storage	N	N	N	N	N	N	N	N	C	N
Truck/Trailer Rentals	N	N	N	N	N	N	C	C	P	N
Communications Facilities										
Ham Radio Antennae (Private Use)	N	N	P	P	P	P	P	P	P	P
Radio and Television Broadcasting Studios	N	N	N	N	N	N	N	P	P	P
Recording and Sound Studios	N	N	N	N	N	N	N	P	P	P
Satellite Dishes (Non-Private)	N	N	N	N	N	N	P	P	P	P
Satellite Dishes (Private Use)	N	N	P	P	P	P	N	N	C	P
Wireless Telecommunication Facility—Stealth	C	N	N	N	N	N	C	C	C	C
Daycare Facilities										
Commercial Day Care Facilities	N	N	N	C ⁵	C ⁵	N	P	P	C	C
Educational Establishments										
Elementary, Junior, and High Schools/Private & Charter	N	P	C	C	C	C	C	C	C	C
Elementary, Junior, and High Schools/Public	N	P	P	P	P	P	C	C	C	C
College or University	N	P	C	C	C	C	C	C	C	C
Tutoring & Testing	N	P	A	A	A	A	C	C	C	C
Vocational and Trade Schools	N	P	C	C	C	C	C	C	C	C
Food and Beverage Sales										
Bakeries	N	N	N	C ⁵	C ⁶	C ^{5,6}	P	P	P	P
Catering Establishments	N	N	N	N	N	N	P	P	P	P
Convenience Markets	N	N	N	C ⁵	C ⁶	C ^{5,6}	P	P	P	P
Grocery Stores/Supermarkets	N	N	N	C ⁵	C ⁶	C ^{5,6}	P	P	N	P

Grocery Store, Alcohol Sales	N	N	N	C ⁵	C ⁶	C ^{5,6}	P	P	N	P
General Merchandise and Trade										
Antique Sales	N	N	N	N	N	N	P	P	A	P
Appliance Sales	N	N	N	N	N	N	P	P	C	P
Art Galleries and Supplies	N	N	N	N	N	N	P	P	N	P
Beauty Supplies	N	N	N	N	N	N	P	P	N	P
Books and Magazines	N	N	N	C ⁵	C ⁶	C ^{5,6}	P	P	N	P
Building Materials	N	N	N	N	N	N	N	P	P	N
Building Materials with outdoor sales/storage	N	N	N	N	N	N	N	C	P	N
Camera and Photographic Supplies	N	N	N	N	N	N	P	P	N	P
Candy Stores	N	N	N	N	N	N	P	P	N	P
Cigar/Cigarette Shops ²	N	N	N	N	N	N	C	C	N	C
Clothing Stores	N	N	N	N	N	N	P	P	N	P
Department Stores	N	N	N	N	N	N	P	P	N	P
Discount Stores	N	N	N	N	N	N	P	P	N	P
Electronic Equipment Sales	N	N	N	N	N	N	P	P	C	P
Equipment Sales and Rentals	N	N	N	N	N	N	C	C	P	N
Florists	N	N	N	C ⁵	C ⁶	C ^{5,6}	P	P	N	P
Freight Forwarding Services	N	N	N	N	N	N	P	P	P	P
Furniture and Home Furnishings	N	N	N	N	N	N	P	P	N	P
Garden Supply	N	N	N	N	N	N	P	P	N	P
Gifts, Crafts, and Novelties	N	N	N	C ⁵	C ⁶	C ^{5,6}	P	P	N	P
Guns and Ammunition	N	N	N	N	N	N	N	C	C	P
Hardware Stores	N	N	N	N	N	N	P	P	N	P
Hobby, Toy and Game Stores	N	N	N	C ⁵	C ⁶	C ^{5,6}	P	P	N	P
Indoor Swap Meets	N	N	N	N	N	N	N	C	C	N
Jewelry Sales and Repair	N	N	N	N	N	N	P	P	N	P
Leather Goods	N	N	N	N	N	N	P	P	N	P
Luggage Sales	N	N	N	N	N	N	P	P	N	P
Office Equipment, Furniture, and Supplies	N	N	N	N	N	N	P	P	P	P
Pet Sales and Supplies	N	N	N	N	N	N	P	P	P	P
Records, Tapes, and Videos	N	N	N	C ⁵	C ⁶	C ^{5,6}	P	P	N	P
Retail, Other Specialty	N	N	N	N	N	N	P	P	N	P
Sporting Goods and Equipment	N	N	N	N	N	N	P	P	P	P
Surplus Stores	N	N	N	N	N	N	P	P	C	N
Thrift and Second-Hand Stores	N	N	N	N	N	N	C	C	N	N
Variety Stores	N	N	N	N	N	N	P	P	N	C

Wholesale Establishments	N	N	N	N	N	N	P	P	C	P
Lodging										
Bed and Breakfast Facilities	C	N	C	C	C	C	P	P	N	P
Emergency Shelters	N	N	N	N	N	N		P		N
Hotels and Motels	C	N	N	N	N	N	P	P	C	P
Residence Inns	C	N	N	N	N	N	P	P	N	P
Single-Room Occupant (SRO) Facilities	N	N	N	N	N	N	C	C	N	N
Trailer Parks and Campsites	C	N	N	N	N	C	N	N	N	N
Transitional Housing	N	N	N	N	C	C	C	C	N	N
Manufacturing and Industrial										
Apparel/Textile Products	N	N	N	N	N	N	N	N	P	N
Assembly Plants	N	N	N	N	N	N	N	N	P	N
Bottling Plants	N	N	N	N	N	N	N	N	P	N
Bulk Postal Service Facilities	N	N	N	N	N	N	N	N	P	N
Chemicals	N	N	N	N	N	N	N	N	P	N
Contract Construction Services	N	N	N	N	N	N	N	N	P	N
Data Services	N	N	N	N	N	N	N	N	P	N
Exterminating Services	N	N	N	N	N	N	C	C	P	N
Feed and Fuel Yards	N	N	N	N	N	N	N	N	P	N
Food and Kindred Products	N	N	N	N	N	N	N	N	P	N
Furniture	N	N	N	N	N	N	N	N	P	N
Lumber/Wood Products	N	N	N	N	N	N	N	N	P	N
Moving and Storage Establishments	N	N	N	N	N	N	N	N	P	N
Metal Salvage Yards	N	N	N	N	N	N	N	N	P	N
Paper Products	N	N	N	N	N	N	N	N	P	N
Petroleum-Related Materials	N	N	N	N	N	N	N	N	C	N
Primary Metal Industries (Electroplating)	N	N	N	N	N	N	N	N	C	N
Printing/Publishing	N	N	N	N	N	N	N	N	P	N
Professional/Scientific/Electronic Products	N	N	N	N	N	N	N	N	P	N
Research Services and Laboratories	N	N	N	N	N	N	N	N	P	N
Retail Sales of Products Manufactured or Stored On-Site	N	N	N	N	N	N	N	N	P	N
Sandblasting and Beadblasting	N	N	N	N	N	N	C, A	C, A	C	N
Taxidermy	N	N	N	N	N	N	N	N	C	N
Medical/Health Care										
Ambulance Services	N	N	N	N	N	N	P	P	P	N

Animal Hospitals/Veterinaries	N	N	N	N	N	N	P	P	P	P
Clinics	N	N	N	N	N	N	P	P	C	P
Convalescent Homes	N	N	C	C	C	C	P	P	N	C
Chemical Dependency Clinics	N	N	N	N	N	C	C	N	N	C
Hospitals	N	N	N	N	N	N	P	P	N	C
Medical/Dental Offices	N	N	N	N	N	N	P	P	N	P
Pharmacies	N	N	N	N	N	N	P	P	N	P
Pharmacies, with drive-through	N	N	N	N	N	N	C	C	N	P
Personal Services										
Banking, Credit Unions, Financial Services	N	N	N	N	N	N	P	P	N	P
Barbers and Beauty Parlors	N	N	N	C ⁵	C ⁶	C ^{5,6}	P	P	N	P
Cemeteries	N	C	C	C	C	C	C	C	C	N
Check Cashing Services	N	N	N	N	N	N	P	P	N	N
Commercial Pet Grooming Services	N	N	N	N	N	N	P	P	C	P
Dry Cleaners	N	N	N	C ⁵	C ⁶	C ^{5,6}	P	P	N	P
Funeral Parlors, Mortuaries	N	N	N	N	N	N	C	C	C	C
Laundries, Laundromats	N	N	N	C ⁵	C ⁶	C ^{5,6}	P	P	C	P
Locksmith and Key Shops	N	N	N	N	N	N	P	P	P	P
Pawnbrokers	N	N	N	N	N	N	C	C	N	N
Massage Establishment	N	N	N	N	N	N	C	C	N	C
Photocopying and Photo Developing Services	N	N	N	N	N	N	P	P	P	P
Photography Studios	N	N	N	N	N	N	P	P	N	P
Shoe Repair Shops	N	N	N	C ⁵	C ⁶	C ^{5,6}	P	P	C	P
Tailors	N	N	N	C ⁵	C ⁶	C ^{5,6}	P	P	C	P
Tattoo/Body Piercing Services	N	N	N	N	N	N	C	C	N	C
Public and Quasi-Public Uses										
Community Recreation Centers	P	P	P	P	P	P	N	N	N	P
Cultural Facilities		P	P	P	P	P	N	N	N	P
Libraries	P	P	P	P	P	P	C	C	N	P
Museums	P	P	P	P	P	P	C	C	N	P
Parks	P	P	P	P	P	P	P	P	N	P
Public Safety Facilities	N	P	P	P	P	P	P	P	P	P
Senior Citizen Activity Centers	N	P	P	P	P	P	P	P	N	P
Recreation and Entertainment										
Adult-Oriented Businesses	N	N	N	N	N	N	N	N	C	N
Amusement Parks	N	N	C	N	N	N	C	C	C	C
Athletic Fields	N	P	P	P	P	P	N	N	N	P

Batting Cages	N	N	N	N	N	N	C	C	C	P
Billiard and Pool Halls	N	N	N	N	N	N	C	C	N	C
Bowling Alleys	N	N	N	N	N	N	P	P	N	P
Commercial Athletic Facility	N	N	N	N	N	N	C	C	C	C
Dance Studios	N	N	N	N	N	N	P	P	N	P
Golf Driving Ranges	C	N	N	N	N	N	N	C	C	C
Health Clubs and Gymnasiums	N	N	N	N	N	N	C	C	C	C
Miniature Golf Courses	N	N	C	N	N	N	C	C	N	P
Off-Road Mini-Bike and Motorcross Courses	C	N	C	N	N	N	N	C	C	N
Public Auditorium/Auditoriums	N	P	N	N	N	N	P	P	N	P
Shooting Range (Indoor)	N	N	N	N	N	N	N	N	C	N
Skating Rinks	N	N	N	N	N	N	N	C	C	P
Video Arcades	N	N	N	N	N	N	C	C	N	C
Recycling										
Collection Facilities	N	N	N	N	N	N	C	C	C	N
Processing Facilities	N	N	N	N	N	N	C	C	C	N
Religious Institutions										
Churches	N	C	C	C	C	C	P	P	C	P
Monasteries, Convents, or Similar Religious Use	N	C	C	C	C	C	P	P	C	P
Repair Services										
Electrical and Household Appliances Repair	N	N	N	N	N	N	P	P	P	N
Furniture Refinishing	N	N	N	N	N	N	P	P	P	N
Furniture Reupholstering	N	N	N	N	N	N	C	C	P	N
Lawnmower Repair/Sales Shops	N	N	N	N	N	N	P	P	P	N
Machine Shops	N	N	N	N	N	N	C	C	P	N
Welding Shops	N	N	N	N	N	N	C, A	C, A	P	N
Residential Uses										
Accessory Guest Houses	N	N	P	P	P	P	N	N	N	P
Accessory Dwelling Units	N	N	P	P	P	P	N	N	N	P
Boarding or Rooming Houses	N	N	C	C	C	C	N	N	N	P
Caretaker's Unit	N	N	P	N	P	P	P*	N	C	P
Congregate Care Facilities	N	N	N	N	C	C	C	C	N	P
Day Care Centers, Small Family—1 to 8 Children	N	N	P	P	P	P	N	N	N	P
Day Care Centers, Large Family—7 to 14 Children	N	N	P	P	P	P	C	N	N	P

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Duplexes	N	N	N	N	P	P	N	N	N	P
Group or Community Care Facilities—6 or fewer persons)	N	N	P	P	P	P	N	N	N	P
Group or Community Care Facilities—7 or more persons)	N	N	C	C	C	C	N	N	N	C
Home Occupation Businesses	N	N	P	P	P	P	N	N	N	P
Mobile Home Parks	N	N	N	N	C	C	N	N	N	N
Mobile Home or Manufactured Housing Units Single Lot	N	N	P	P	P	P	N	N	N	P
Multiple-Family, Apartment & Condominiums	N	N	N	N	P	P	P*	N	N	P
Planned Residential Developments	N	N	P	P	P	P	N	N	N	P
Senior Housing Developments	N	N	P	P	P	P	C	N	N	P
Single-Family Dwellings	N	N	P	P	P	P	N	N	N	P
Restaurant										
Delicatessens	N	N	N	C ⁵	C ⁶	C ^{5,6}	P	P	P	P
Fast-Food Restaurants—Without Drive-Thru ^{2,3}	N	N	N	N	N	N	P	P	P	P
Fast-Food Restaurants—With Drive-Thru ^{2,3}	N	N	N	N	N	N	C	C	N	P
Sit-Down Restaurants	C	N	N	C ⁵	C ⁶	C ^{5,6}	P	P	C	P
Sit Down Restaurant with live Entertainment	C	N	N	N	N	N	C	C	N	C
Restaurant, serving alcohol	C	N	N	N	N	N	C	C	N	C
Service Organizations										
Philanthropic and Charitable Institutions	N	N	N	N	N	N	P	P	C	P
Service Organizations	N	N	N	N	N	N	P	P	C	P
Temporary Uses										
Street/Craft Fairs and Farmers' Markets—Ongoing	N	N	N	N	N	N	C	C	N	C
Temporary Structures (Subdivision sales Office)	C	N	P	P	P	P	P	P	P	P
Christmas Tree/Pumpkin Lots, and Similar, Not Exceeding 30 Days	C	C	C	N	N	C	P	P	P	P
Outdoor Displays	N	N	N	C ⁵	C ⁶	C ^{5,6}	C	C	C	C
Parking Lot Sales	N	C	N	N	N	N	P	P	P	P
Amusement Enterprises	N	C	N	N	N	N	C	C	C	C
Transportation Facilities										
Bus Passenger Terminals	N	N	N	N	N	N	C	C	C	P

Charter Bus Companies	N	N	N	N	N	N	C	C	C	P
Motor Vehicle Transportation (Taxi/Shuttle)	N	N	N	N	N	N	C	C	C	N
Truck Stops and Terminals	N	N	N	N	N	N	C	C	C	N
Utilities										
Public Storage Facilities	N	N	N	N	N	N	N	C	C	N
Public Utility/Service Structures	N	P	N	N	N	N	N	N	P	N
Sewage Disposal Facilities/Waste Transfer	N	P	N	N	N	N	N	N	P	N
Utility Company Offices	N	N	N	N	N	N	P	P	P	N
Water Storage, Distribution, and Collection Facilities	N	P	N	N	N	N	N	N	N	N
Wind Energy Conversion Systems	See Section 17.11.140									

N = Not Permitted

P = Permitted

C = Conditionally Permitted

A = Permitted as an Accessory Use

A* = Permitted as an Accessory Use in Assembly Buildings

*Only allowed for properties on Sixth Street

¹ See Section 17.02.070 to determine if a plot plan is required.

² These uses shall not be located on any parcel which is located within 1,000 feet of any school providing instruction in 12th grade or below, day care center, or youth center.

³ New fast food restaurants should not be located within 1,000 feet of another fast food restaurant.

⁴ New liquor stores shall not be located within 1,000 feet of another liquor store.

⁵ Only allowed for properties on Brookside Avenue, Cougar Way, Oak Valley Parkway, 11th Street, 8th Street, Beaumont Avenue, Pennsylvania Avenue, and Highland Springs Avenue.

⁶ Only allowed for properties on streets designated as Arterial Roadways or Connector Streets.

⁷ Bars and cocktail lounges are only allowed as a conditionally permitted accessory use in the M Zone, and if the primary business is an alcohol production facility, such as a brewery, winery, or spirits manufacturer.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.19.120 Permitted uses for Downtown Base Zone Districts.

The permitted uses for the Base Zone Districts (identified in Section 17.19.040 through 17.19.090) are listed in Table 17.19-1.

Table 17.19-1						
Permitted Land Uses for Base Zone Districts in Downtown						
	DMU	BMU	SSMU	SSMU-R	LC	DMF
Administrative Professional Services						
Administrative/Professional Offices	P ¹	P	P	P	P	N
Advertising Agencies	P ¹	P	P	P	P	N
Architectural/Engineering/Design Services	P ¹	P	P	P	P	N
Attorney/Legal Services	P ¹	P	P	P	P	N
Business Management Services	P ^{1, 2}	P	P	P	P	N
Government Offices and Facilities	P ^{1, 2}	P ³	P	P	P	N
Travel Agencies	P	P	P	P	P	N
Alcohol Service and Sales						
Bars or Cocktail Lounges ⁴	C	N	C	C	C	N
Liquor Stores ^{4, 5}	C	C	C	C	C	N
Restaurants with Alcoholic Beverage Sales	C	C	C ⁶	C ⁶	C ⁶	N
Automotive Services						
Automobile, Motorcycle, Truck, and Marine Craft Sales (New and Used)	N	N	P	C ⁶	P	N
Automobile Parking Facilities	C	N	C	N	P	N
Automobile Rental Agencies	N	N	C ⁶	N	P	N
Automobile Repair Facilities	N	N	C ⁶	N	C	N
Body and Paint Shops	N	N	N	N	C	N
Car Wash	N	N	C	N	C	N
Gas/Service Stations	N	N	C ⁶	C ⁶	C	N
Limousine Services	N	N	C	N	P	N
Recharging Stations	Allowed (P) in any area designed for the parking or loading of vehicles.					
Tire Repair	N	N	N	N	P	N
Tire Store	N	N	N	N	P	N
Towing Services—With Indoor Vehicle Service	N	N	N	N	C	N
Towing Services—With Outdoor Vehicle Storage	N	N	N	N	C	N
Truck/Trailer Rentals	N	N	N	N	C	N
Communications Facilities						
Wireless Telecommunication Facility—Stealth	N	N	C	N	C	N
Radio and Television Broadcasting Studios	N	N	P ^{1, 7}	P ^{1, 7}	P	N
Recording and Sound Studios	C ^{1, 7}	C ^{1, 3}	P ^{1, 7}	P ^{1, 7}	P	N
Satellite Dishes (Non-Private)	P	P	P	P	P	N
Satellite Dishes (Private Use)	P	P	P	P	P	P
Ham Radio Antennae (Private Use)	P	P	P	P	P	P

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Day Care Facilities						
Commercial Day Care Facilities (not in-home)	N	P	P	P	C	N
Day Care Centers, In Home—Small Family with 1 to 6 Children (as an accessory use in a residential unit)	P ¹	P	P	P	P	P
Day Care Centers, In Home—Large Family with 7 to 12 Children (as an accessory use in a residential unit)	C ¹	C	C	C	C	C
Educational Establishments						
Elementary, Junior, and High Schools/Private & Charter	C ²	C	C	C	C	C
Elementary, Junior, and High Schools/Public	C ²	C	P	C	C	C
Colleges or University	P ²	N	P ^{1, 6}	N	P	N
Tutoring & Testing	P ^{1, 7}	P ³	P ⁷	P ⁷	P	N
Vocational and Trade Schools	C ^{1, 7}	C ^{1, 3}	N	N	P	N
Food and Beverage Sales						
Bakeries	P ⁷	P ³	P ⁷	N	P	N
Catering Businesses	P	P ³	P	P	P	N
Convenience Markets	P	P ³	P	P	P	N
Grocery Stores/Supermarkets	P	P ³	P	P	P	N
Grocery Stores, Alcohol Sales	P	N	P	C	P	N
General Merchandise and Trade						
Antique Sales	P ⁷	P ³	P ⁷	P	P	N
Appliances Sales	P ⁷	P ³	P ⁷	N	P	N
Art Galleries, Studios and Supplies	P	P ³	P	P	P	N
Beauty Supplies	P	P ³	P	P	P	N
Book and Magazine Sales	P	P ³	P	P	P	N
Building Materials with outdoor sales/storage	N	N	N	N	C	N
Camera and Photographic Supplies	P	P ³	P	P	P	N
Candy Stores	P	P ³	P	P	P	N
Cigar/Cigarette Shops ⁴	P	P ³	P	P	P	N
Clothing Stores	P	P ³	P	P	P	N
Department Stores	P ^{8, 9}	N	P	P	P	N
Discount Stores	N	N	N	N	P	N
Electronic Equipment Sales	P	P ³	P	P	P	N
Equipment Sales and Rentals (indoor storage only)	N	N	P	N	P	N
Equipment Sales and Rentals (outdoor storage)	N	N	C	N	C	N
Florists	P	P ³	P	P	P	N
Freight Forwarding Services	N	N	N	N	P	N
Furniture and Home Furnishings	P	N	C	C	P	N
Garden Supply	P ⁷	P ³	P ⁷	P ⁷	P	N
Gifts, Crafts, and Novelties	P	P	P	P	P	N

Guns and Ammunition	C	N	C	N	P	N
Hardware Stores	p ⁷	p ³	p ⁷	p ⁷	P	N
Hobby, Toy and Game Stores	P	p ³	P	P	P	N
Indoor Swap Meets	N	N	C ⁵	C ⁵	C	N
Jewelry Sales and Repair	P	P	P	P	P	N
Leather Goods	P	P	P	P	P	N
Luggage Sales	P	P	P	P	P	N
Office Equipment, Furniture and Supplies Sales	p ⁷	p ³	p ⁷	p ⁷	P	N
Pet Sales and Supplies	p ⁷	N	p ⁷	p ⁷	P	N
Records, Tapes, and Videos	p ⁷	p ³	P	P	P	N
Retail, Other Specialty	p ⁷	p ³	P	P	P	N
Sporting Goods and Equipment	p ⁷	p ³	p ⁷	p ⁷	P	N
Surplus Stores	p ⁷	p ³	P	P	P	N
Thrift and Second-Hand Stores with donation drop off	C	C	C	C	C	N
Thrift and Second-Hand Stores without donation drop off	p ⁷	p ³	p ⁷	p ⁷	p ⁷	N
Variety Stores	p ⁷	p ³	p ⁷	p ⁷	P	N
Wholesale Establishments	N	N	C	C	P	N
Lodging						
Bed and Breakfast Facilities	p ¹	C	C	C	P	C
Emergency Shelters	N	N	C	C	P	N
Hotels and Motels	p ¹	N	P	P	P	N
Residence Inns	p ¹	N	P	P	P	N
Single-Room Occupant (SRO) Facilities	p ¹	C	P	P	N	N
Trailer Parks and Campsites	N	N	N	N	N	N
Transitional Housing	p ¹	C	P	P	N	N
Medical/Health Care						
Ambulance Services	N	N	N	N	P	N
Animal Hospitals/Veterinaries	p ^{2, 7, 9}	N	P	P	P	N
Clinics	P	P	P	P	P	N
Convalescent Homes	N	N	C	C	P	N
Chemical Dependency Clinics	N	N	N	N	C	N
Hospitals	N	N	N	N	P	N
Medical/Dental Offices	p ¹	P	P	P	P	N
Pharmacies	p ⁷	p ³	P	p ⁷	P	N
Pharmacies with Drive-Through	N	N	C	C	P	N
Personal Services						
Banking, Credit Unions, Financial Services	P	p ³	P	P	P	N
Barbers and Beauty Parlors	P	P	P	P	P	N
Check Cashing Services	P	N	P	P	P	N
Commercial Pet Grooming Services	P	N	P	N	P	N
Dry Cleaners	P	P	P	P	P	N
Funeral Parlors, Mortuaries	C ²	N	N	C	P	N
Laundries, Laundromats	N	N	C	C ⁶	P	N
Locksmith and Key Shops	P	P	P	P	P	N

Massage Establishments	P ¹	P	P	P	P	N
Pawnbrokers	C	N	C	C	C	N
Photocopying and Photo Developing Services	P ⁷	P ³	P ⁷	P ⁷	P	N
Photography Studios	P	P	P	P	P	N
Shoe Repair Shops	P	P	P	P	P	N
Tailors	P	P	P	P	P	N
Tattoo/Body Piercing Services	N	N	C	C	C	N
Public and Quasi-Public Uses						
Community Recreation Centers	P	C	P	P	P	P
Cultural Facilities	P	C	P	P	P	N
Libraries	P	P	P	P	P	N
Museums	P	C	C	C	P	N
Parks	P	P	P	P	P	P
Public Safety Facilities	P	P	P	P	P	P
Senior Citizen Activity Centers	P	P	P	P	P	P
Recreation and Entertainment						
Adult-Oriented Businesses	N	N	N	N	N	N
Amusement Parks	N	N	N	N	N	N
Athletic Fields	N	N	N	N	N	N
Batting Cages, Indoor	C ^{2, 8}	N	C	C ^{6, 8}	C	N
Batting Cages, Outdoor	N	N	N	N	C	N
Billiard and Pool Halls	C	N	C	N	C	N
Bowling Alleys	C ²	N	C	C	P	N
Commercial Sports Facilities	N	N	C	C	C	N
Dance Studios	C	N	C	N	C	N
Golf Driving Ranges	N	N	N	N	N	N
Health Clubs and Gymnasiums	C ⁷	C ³	C ^{6, 7}	C ^{6, 7}	C	N
Miniature Golf Courses	N	N	N	N	C	N
Off-Road Mini-Bike and Motocross Courses	N	N	N	N	N	N
Public Auditorium/Auditoriums	C	N	C	C	C	N
Shooting Ranges (indoor)	N	N	C	N	N	N
Skating Rinks	N	N	C	C	P	N
Video Arcades	C	C	N	N	C	N
Recycling						
Collection Facilities	N	N	N	N	C	N
Processing Facilities	N	N	N	N	C	N
Religious Institutions						
Churches	C	C	P	P	C	C
Monasteries, Convents, or Similar Religious Quarters	C	C	P	P	C	C
Repair Services						
Electrical and Household Appliances Repair	N	N	C	C	P	N
Furniture Refinishing	N	N	N	N	P	N
Furniture Reupholstering	N	N	N	N	P	N
Lawnmower Repair/Sales Shops	N	N	C	N	P	N
Machine Shops	N	N	N	N	C	N

Welding Shops	N	N	N	N	C	N
Residential Uses						
Accessory Guest Houses	P	P	P	P	N	P
Accessory Dwelling Units	P	P	P	P	N	P
Boarding or Rooming Houses	C	N	C	C	N	C
Caretaker's Unit	P	P	P	P	P	P
Congregate Care Facilities	N	N	C	C	P	C
Day Care Centers, Small Family—1 to 8 Children	p ¹	P	P	P	N	P
Day Care Centers, Large Family—7 to 14 Children	p ¹	P	P	P	N	P
Duplexes	P	P	P	P	N	P
Group or Community Care Facilities—6 or fewer persons	p ¹	P	P	P	P	P
Group or Community Care Facilities—7 or more persons	C ¹	C	C	C	C	C
Home Occupation Businesses	P	P	P	P	N	P
Mobile Home Parks	N	N	N	N	C	N
Mobile Home or Manufactured Housing Units Single Lot	N	P	N	N	N	P
Multiple-Family, Apartments & Condominiums	p ^{1,10}	N	p ¹⁰	p ¹⁰	N	p ¹⁰
Planned Residential Developments	P	P	P	P	N	P
Senior Housing Developments	P	P	P	P	N	P
Single-Family Dwellings	N	p ¹⁰	N	N	N	p ¹⁰
Restaurants						
Delicatessens	P	P	P	P	P	N
Fast-Food Restaurants—Without a Drive-Through ^{4, 11}	P	P	P	P	P	N
Fast-Food Restaurants—With a Drive-Through ^{4, 11}	N	N	C	C	P	N
Sit-Down Restaurants	P	C	p ⁵	p ⁵	P	N
Sit-Down Restaurant with live entertainment	C	C	C ⁵	C ⁵	C ⁵	N
Restaurant, serving alcohol	See Alcohol Sales, Restaurants with Alcoholic Beverage Sales					
Philanthropic and Charitable Institutions	P	C	P	P	P	N
Service Organizations	P	C	P	P	P	N
Temporary Uses						
Street/Craft Fairs and Farmers' Markets—Ongoing	C ¹²	C ¹²	C ¹²	C ¹²	C ¹²	N
Temporary Structures (Subdivision sales Office)	p ¹²	p ¹²	p ¹²	p ¹²	p ¹²	N
Christmas Tree/Pumpkin Lots, and Similar, Not Exceeding 30 Days	p ¹²	p ¹²	p ¹²	p ¹²	p ¹²	N
Outdoor Displays	C	C	C	C	C	N
Parking Lot Sales	P	P	P	P	P	N
Amusement Enterprises	C ¹²	C ¹²	C ¹²	C ¹²	C ¹²	N

Transportation Facilities						
Bus Passenger Terminals	N	N	C	N	C	N
Charter Bus Companies	N	N	C	N	C	N
Motor Vehicle Transportation (Taxi/Shuttle)	N	N	C	C	C	N
Truck Stops and Terminals	N	N	N	N	C	N
Utilities						
Public Utility/Service Structures	N	N	N	N	N	N
Sewage Disposal Facilities/Waste Transfer	N	N	N	N	N	N
Utility Company Offices	p ^{1,7}	p ^{1,3}	p ^{1,7}	p ^{1,7}	P	N
Water Storage, Distribution, and Collection Facilities	N	N	N	N	N	N
Public Storage Facilities	N	N	N	N	N	N
Wind Energy Conversion Systems	See 17.11.140					

N = Not Permitted

P = Permitted

C = Conditionally Permitted

A = Permitted as an Accessory Use

Footnotes:

- ¹ Use is allowed only on upper floor locations on parcels fronting 6th Street and Beaumont Avenue. Limited lobby or entry areas are allowed on the ground floor.
- ² Use is not allowed on parcels fronting 6th Street and Beaumont Avenue.
- ³ Use is limited to 2,500 square feet.
- ⁴ These uses shall not be located on any parcel which is located within 1,000 feet of any school providing instruction in 12th grade or below, day care center, or youth center.
- ⁵ New liquor stores shall not be located within 1,000 feet of another liquor store.
- ⁶ Must comply with step back standards (Figure 17.19-2) and setbacks per zone if adjacent to single family residential use. Performance standards per Chapter 17.04 apply.
- ⁷ Use is limited to 5,000 square feet.
- ⁸ Use is limited to 10,000 square feet.
- ⁹ CUP required if proposed use is larger than 10,000 square feet.
- ¹⁰ A Live/work unit is only permitted in the primary structure.
- ¹¹ New fast food restaurants should not be located within 1,000 feet of another fast food restaurant.
- ¹² Temporary Use Permit required.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)



Staff Report

TO: City Council

FROM: Carole Kendrick, Planning Manager

DATE: September 21, 2021

SUBJECT: **Public Hearing and Consideration of (PLAN2021-0625) Partial Assignment and Assumption of a Development Agreement Related to the Development of a Portion of the Fairway Canyon Development (Assessor Parcel Numbers: 413-790-010 and a Portion of 413-790-042) Located in the Oak Valley and SCPGA Golf Course Specific Plan, North of San Timoteo Canyon Road, West of Tukwet Canyon Parkway**

Background and Analysis:

The Oak Valley SCPGA Specific Plan No. 318 encompassing 1,747.9 acres allowing 4,355 dwelling units was adopted by the County of Riverside on August 14, 2001. The property was annexed into the City of Beaumont on April 9, 2003, by the Local Agency Formation Commission (LAFCO) by LAFCO 2002-43-5. The Oak Valley SCPGA Specific Plan includes the developments of Fairway Canyon and Tournament Hills. The subject property is located within the Fairway Canyon portion of the specific plan.

The site was also subject to a development agreement originally entered into in November 2003, and amended in July 2004, and June 2020. Meritage Homes has purchased Planning Areas 18A, 18B, 20A1, 20A2, 20B1, 20B2, 20C1, 20C2, 21B, 22A, 22B, 22C, and 22D, which are shown in Attachment C in the purple and blue areas. The proposed partial assignment and assumption of the development agreement is to transfer rights from SDC Fairway Canyon, LLC to Meritage Homes of California, Inc.

In addition, the partial assignment and assumption of the development agreement refers back to the Fairway Canyon Park Agreement that was presented to the City Council at the September 7, 2021, meeting to provide that the Developer will offer to dedicate PA 21B Park to the City subject to City Council acceptance, that it has paid prevailing wages and that it will warrant Mickelson and PA 21B Park for one year.

A Community Facilities District (CFD) is also provided in the partial assignment and assumption of the development to the CFD to pay for the increased costs of services incurred by the City in connection with the proposed development of the property. The types of services that are proposed to be provided by the CFD and funded with the proceeds of special assessments levied by the CFD consist of services permitted to be financed under the Mello-Roos Community Facilities Act of 1982, including, without limitation, police and fire protection, ambulance and paramedic services (collectively, "Public Safety Services"), street sweeping, traffic signal maintenance and the maintenance of City-owned parks, parkways and open spaces, lighting, flood and storm protection services and the operation of storm drainage systems (collectively, "Maintenance Services").

Findings:

The guidelines for development agreements are established in City of Beaumont Resolution No. 1987-34. This resolution requires City Council to make the following findings:

1. The proposed agreement is consistent with the objectives, policies, general land use and programs specified in the General Plan.

The proposed partial assignment and assumption of the development agreement is consistent with the General Plan and its goals, objectives and policies.

2. The proposed agreement facilitates land uses which are compatible with the uses authorized in, and the regulations prescribed for, the land use districts in which the real property is located.

The proposed development agreement has no impact on zoning or land use on the property or in the surrounding area. There are no proposed changes to the zoning, land use or project approvals as a result of this partial assignment.

3. The proposed agreement is in conformity with public convenience, general welfare and good land use practice.

The partial assignment and assumption of the development agreement has no impact on land use or compatibility with the surrounding area.

4. The proposed agreement will not be detrimental to the health, safety and general welfare.

Approval of the development agreement will have no impact on the health, safety or welfare of the City, the surrounding area or its residents. The partial assignment and assumption of the development agreement, through the imposition of conditions will ensure the existing and proposed infrastructure can adequately serve the public.

5. The proposed agreement will not adversely affect the orderly development of property or the preservation of property values.

Approval of this development agreement will help facilitate the orderly development of infrastructure and related facilities. Approval of this partial assignment and assumption of the development agreement will not have a negative effect on orderly development or preservation of property rights and is agreed to by both the City and the property owner.

There are no unusual or changed circumstances at this site which would affect the entitlements or consideration of amendment to the development agreement. All of the required findings can be made in a positive manner.

Public Notice and Communications:

A 10-day notice of public hearing was advertised on September 10, 2021, in the Press Enterprise (see Attachment D). The Planning Department has not received any letters of comment from the public as of the writing of this report.

Environmental Documentation:

From the standpoint of the California Environmental Quality Act (CEQA), an Environmental Impact Report (EIR) was prepared and certified in 2001 for the Oak Valley SCPGA Specific Plan (Specific Plan No. 318) (SCH No. 2000051126), with the latest addendum of the EIR being approved by City Council in 2014 (13-EIR-03), which assessed the environmental impacts of the overall project and subsequent implementation steps. This development agreement amendment is not subject to CEQA, given certainty that there is no possibility that the activity in question may have a significant effect on the environment. *14 CCR Section 15061(b)(3).*

Fiscal Impact:

Cost to prepare this report and associated documents is approximately \$2,500 and is covered by the development agreement deposit on file.

Recommended Action:

Conduct a public hearing, and
Waive the first full reading and adopt by title only “An Ordinance of the City Council of the City of Beaumont adopting the Partial Assignment and Assumption of Development Agreement between the City of Beaumont and Meritage Homes, LLC.”

Attachments:

- A. Partial Assignment and Assumption of Development Agreement
- B. Aerial Photograph
- C. Fairway Canyon Lot Phasing Plan
- D. Proof of Publication

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 Partial Assignment & Assumption of Development Agreement (PLAN2021-0625) Tentative Tract Map No. 31462, Tentative Parcel Map No. 38090 (PM2021-0008), LAFCO 2002-43-5, 02-ANX-02, Development Agreement dated November 18, 2003, Oak Valley SCPGA Specific Plan 318 and Environmental Impact Report 418.

**CONSENT TO PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT
AGREEMENT**

TO: SDC Fairway Canyon, LLC ("**Seller**")
c/o Argent Management
2392 Morse Avenue
Irvine, CA 92614
Attn: Rob Starkman; Dale Strickland

AND TO: Meritage Homes of California, Inc. ("**Buyer**")
5 Peter's Canyon, Suite 310
Irvine, California 92606
Attn: Raphael Dibianco and Timothy Huynh

FROM: City of Beaumont ("**City**")
550 E. Sixth Street
Beaumont, California 92223

RE: Development Agreement between City and LB/L – Suncal Oak Valley LLC, a Delaware Limited Liability Company, and its successors and assigns ("**Developer**"), dated November 18, 2003, and recorded at Document No. 2003-977700, Official Records of Riverside County, California, and re-recorded on February 26, 2004, as Instrument No. 2004-0131329, as amended by the Administrative Amendment No. 1 to the Development Agreement recorded in the Official Records of the County on July 15, 2020, as Instrument No. 2020-0309850 (the "**Development Agreement**"), relating to the development of that certain real property commonly known as the Fairway Canyon Project (the "**Project**"), located in the City, County of Riverside, State of California.

Seller and Buyer have entered into a Purchase and Sale Agreement and Escrow Instructions, dated April 29, 2021 (the "**Purchase Agreement**"), pursuant to which Seller will sell to Buyer, and Buyer will purchase from Seller, a portion of the Project which is more particularly described on Exhibit A attached hereto and incorporated herein (the "**Property**").

In connection with the transfer of fee title the Property to Buyer, Seller will assign to Buyer all of the rights, interests, duties and obligations under the Development Agreement, as such rights, interests, duties and obligations relate to the Property, pursuant to a Partial Assignment and Assumption of Development Agreement, the form of which is attached hereto as Exhibit B (the "**Partial Assignment**").

- a. Pursuant to Section 20.1 and 20.2 of the Development Agreement, the City hereby consents to Seller making the assignment to the Buyer under the Partial Assignment provided the same is executed and recorded with the Riverside County Recorder no later than October

21, 2021; and provided further that such consent is explicitly contingent upon Buyer agreeing to participate in the formation of a community facilities district over the Property (the "CFD") to pay for the increased costs of services incurred by the City in connection with the proposed development of the Property. The types of services that are proposed to be provided by the CFD and funded with the proceeds of special taxes levied by the CFD consist of services permitted to be financed under the Mello-Roos Community Facilities Act of 1982 including, without limitation, police and fire protection, ambulance and paramedic services (collectively, "Public Safety Services"), street sweeping, traffic signal maintenance and the maintenance of City-owned parks, parkways and open spaces, lighting, flood and storm protection services and the operation of storm drainage systems (collectively, "Maintenance Services"). The maximum special tax to fund the costs of Public Safety Services shall not exceed \$485.10 per home as of the 2020/2021 fiscal year. Such special tax shall escalate annually by the greater of (i) 5% or (ii) the consumer price index used by City in connection with special tax increases for other CFDs in the City which fund Public Safety Services. All of the services to be financed are in addition to those provided within the boundaries of CFD before the CFD is created, and shall not supplant services already available within that territory when the CFD is created. Buyer agrees to cooperate with the City in the formation of the CFD and pay for the City's costs of forming the CFD. The maximum special tax for Maintenance Services and Contingent Maintenance Services (if needed) and any annual escalator for each such maximum special tax(es) shall be calculated and determined by the City at the time of the formation of the CFD consistent with the City's recent practices of forming CFDs to fund Maintenance Services.

If after October 21, 2021, the Partial Assignment has not been fully executed and this consent has not been recorded, this consent shall be null and void and of no force or effect and a new consent to assignment shall be obtained by Assignor and Assignee. Notwithstanding the forgoing, it is understood and agreed that the City is not a party to such Partial Assignment or the Purchase Agreement and the terms of the Purchase Agreement and the Partial Assignment shall not be binding on the City.

Assignor, Assignee and City shall execute that certain Fairway Canyon Park Agreement dated September ____, 2021 prior to the execution of this Assignment.

This Consent to Partial Assignment of Development Agreement shall be governed by the laws of the State of California, without regard to conflict of law principles.

IN WITNESS WHEREOF, the undersigned has executed this Consent to Partial Assignment of Development Agreement as of the _____ day of _____, 2021.

CITY OF BEAUMONT, a municipal corporation
of the State of California

By: _____
Name: _____
Its: _____

Approved as to form:

City Attorney

Acknowledged and Agreed to

BUYER:

MERITAGE HOMES OF CALIFORNIA, INC.,
a California corporation

By: _____
Name: _____
Title: _____

Exhibit A

Legal Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BEAUMONT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: 413-790-042 (PORTION)

LOT 176 OF TRACT MAP NO. 31462-21, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 476, PAGES 24 THROUGH 30, INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE FOLLOWING AS RESERVED IN THE DEED FROM OAK VALLEY PARTNERS, L.P., RECORDED OCTOBER 19, 2005, AS INSTRUMENT NO. 2005-0862966 OF OFFICIAL RECORDS, TO WIT:

A. ANY AND ALL NATURAL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN AND ALL RIGHTS THEREIN, GEOTHERMAL STEAM, AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE LAND, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM THE LAND OR ANY OTHER PROPERTY, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM PROPERTY OTHER THAN THE LAND, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS, TUNNELS OR SHAFTS, WITHOUT THE RIGHT TO DRILL, MINE, STORE OR EXCAVATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF THE LAND AS RESERVED IN THE GRANT DEED RECORDED OCTOBER 19, 2005, AS INSTRUMENT NO. 2005-0862966 OF OFFICIAL RECORDS.

B. ANY AND ALL WATER, WATER RIGHTS OR INTEREST THEREIN APPURTENANT OR RELATING TO THE LAND OR OWNED OR USED BY GRANTOR IN CONNECTION WITH OR WITH RESPECT TO THE LAND (NO MATTER HOW ACQUIRED BY GRANTOR), WHETHER SUCH WATER RIGHTS SHALL BE RIPARIAN, OVERLYING, APPROPRIATIVE, LITTORAL, PERCOLATING, PRESCRIPTIVE, ADJUDICATED, STATUTORY OR CONTRACTUAL, TOGETHER WITH THE RIGHT AND POWER TO EXPLORE, DRILL, REMOVE AND STORE THE SAME FROM OR IN THE LAND OR TO DIVERT OR OTHERWISE UTILIZE SUCH WATER, RIGHTS OR INTERESTS ON ANOTHER PROPERTY OWNED OR LEASED BY GRANTOR, WITHOUT THE RIGHT TO ENTER UPON THE SURFACE OF THE LAND IN THE EXERCISE OF SUCH RIGHTS; PROVIDED, HOWEVER, ONLY IF AND TO THE EXTENT THAT SUCH RIGHTS ARE NOT USED BY GRANTEE IN ITS USE AND ENJOYMENT OF THE LAND AS RESERVED IN THE GRANT DEED RECORDED OCTOBER 19, 2005, AS INSTRUMENT NO. 20050862966 OF OFFICIAL RECORDS.

PARCEL 2: APN 413-790-010

PARCEL 4 OF PARCEL MAP NO. 32775, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FILED IN BOOK 237, PAGES 79 THROUGH 84 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE ABOVE PARCEL ANY AND ALL NATURAL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN AND ALL RIGHTS THEREIN, GEOTHERMAL

STEAM, AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE LAND, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM THE LAND OR ANY OTHER PROPERTY, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM PROPERTY OTHER THAN THE LAND, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER

AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS, TUNNELS OR SHAFTS, WITHOUT THE RIGHT TO DRILL, MINE, STORE OR EXCAVATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OR THE LAND AS RESERVED BY OAK VALLEY PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP WHICH IS REGISTERED IN CALIFORNIA AS OVP, L.P., IN A GRANT DEED RECORDED NOVEMBER 14, 2003, AS INSTRUMENT NO. 2003-899365 OF OFFICIAL RECORDS.

ANY AND ALL WATER, WATER RIGHTS OR INTERESTS THEREIN APPURTENANT OR RELATING TO THE LAND OR OWNED OR USED BY GRANTOR IN CONNECTION WITH OR WITH RESPECT TO THE LAND (NO MATTER HOW ACQUIRED BY GRANTOR), WHETHER SUCH WATER RIGHTS SHALL BE RIPARIAN, OVERLYING, APPROPRIATIVE, LITTORAL, PERCOLATING, PRESCRIPTIVE, ADJUDICATED, STATUTORY OR CONTRACTUAL, TOGETHER WITH THE RIGHT AND POWER TO EXPLORE, DRILL, REMOVE AND RESTORE THE SAME FROM OR IN THE LAND OR TO DIVERT OR OTHERWISE UTILIZE SUCH WATER, RIGHTS OR INTERESTS ON ANY OTHER PROPERTY OWNED BY OR LEASED BY GRANTOR, WITHOUT THE RIGHT TO ENTER UPON THE SURFACE OF THE LAND IN THE EXERCISE OF SUCH RIGHTS; PROVIDED, HOWEVER, ONLY IF AND TO THE EXTENT THAT SUCH RIGHTS ARE NOT USED BY GRANTEE IN ITS USE AND ENJOYMENT OF THE LAND AS RESERVED BY OAK VALLEY PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP, WHICH IS REGISTERED IN CALIFORNIA AS OVP, L.P., IN A GRANT DEED RECORDED NOVEMBER 14, 2003, AS INSTRUMENT NO. 2003-899365 OF OFFICIAL RECORDS.

Exhibit B

Form of Partial Assignment and Assumption of Development Agreement

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Meritage Homes of California, Inc.
5 Peter's Canyon, Suite 310
Irvine, California 92606
Attention: Aaron Talarico and Patric Lynam

(Space above this line for Recorder's use only)

PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this "Partial Assignment"), dated as of [____], 2021 (the "Effective Date"), for reference purposes only, is made by and between SDC FAIRWAY CANYON, LLC, a Delaware limited liability company ("Assignor"), and MERITAGE HOMES OF CALIFORNIA, INC., a California corporation ("Assignee").

Recitals

A. Pursuant to that certain "Assignment and Assumption of Development Agreement," recorded June 1, 2012, as Instrument No. 2012-0253906 in the Official Records of Riverside County (the "Official Records"), Assignor is the current "Developer" under that certain "Development Agreement," recorded on December 15, 2003, as Instrument No. 2003-977700 and re-recorded on February 26, 2004, as Instrument No. 2004-0131329, as amended by the Administrative Amendment No. 1 to the Development Agreement recorded in the Official Records of the County on July 15, 2020, as Instrument No. 2020-0309850 (the "Development Agreement"), which Development Agreement contains certain rights, duties and obligations relating to the development of that certain real property commonly known as the Fairway Canyon Project (the "Project"), located in the City of Beaumont (the "City"), County of Riverside (the "County"), State of California.

B. Concurrently with the recording of this Partial Assignment in the Official Records, and pursuant to the terms, provisions and conditions of that certain unrecorded Purchase and Sale Agreement and Escrow Instructions, dated as of [____], 2021, by and between Assignor, as the seller, and Assignee, as the buyer, as may be amended from time to time (collectively, the "Purchase Agreement"), Assignee is acquiring a portion of the Project from Assignor, said portion of the Project being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property").

C. Pursuant to the Purchase Agreement, Assignor agrees to assign to Assignee certain of its rights, interests duties and obligations under the Development Agreement, as such

Exhibit G

rights, interests duties and obligations relate to the Property. Assignor and Assignee agree that Assignor will assign and delegate to Assignee all of the duties and obligations of Assignor under the Development Agreement as related to the Property and which obligations shall be assumed by Assignee. Accordingly, Assignor desires to assign and delegate such rights, interests, duties and obligations under the Development Agreement to Assignee, and Assignee desires to accept such assignment and assume such rights, interests, duties and obligations under the Development Agreement, as more particularly provided below in this Partial Assignment.

D. Section 20 of the Development Agreement allows for the assignment of all of the rights and obligations under the Development Agreement as relates to the part of the Project transferred in fee to merchant builders purchasing a portion of the Project, and this Partial Assignment is meant to be an assignment under and to be subject to such Section 20 of the Development Agreement.

E. The purpose of this Partial Assignment is to set forth the terms and provisions agreed upon between Assignor and Assignee with respect to the assignment of such rights and interests and the delegation of such duties and obligations of Assignor under the Development Agreement, as such rights, interests, duties and obligations relate to the Property.

Agreement

NOW, THEREFORE, with reference to the foregoing Recitals, and in consideration of the mutual covenants and agreements set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Partial Assignment. Except as provided in this Section 1, Assignor hereby assigns, conveys and transfers to Assignee all of the rights and interests of Assignor, as the “Developer,” under the Development Agreement arising from and after the date that Assignee becomes the fee owner of the Property under a Grant Deed recorded with the County of Riverside Recorder’s office to the extent such rights and interests relate to the Property, and Assignee accepts such assignment. The parties intend this Partial Assignment to be a partial assignment in accordance with and subject to Section 20 of the Development Agreement.

2. Delegation of Obligations. Assignor hereby delegates to Assignee all of Assignor’s duties and obligations, as the “Developer,” under the Development Agreement first arising from and after the date that Assignee becomes the fee owner of the Property under a Grant Deed recorded with the County of Riverside Recorder’s office to the extent such obligations relate to the Property, all of which obligations are hereby assumed by Assignee (collectively, the “Obligations”), including, without limitation, to the extent applicable under the Development Agreement as it relates to the Property: (a) any indemnity obligations, concerning claims that arise after the effective date hereof, (b) any obligation to follow and be bound by all applicable rules, regulations and policies, (c) any obligation to pay any fees, assessments or exactions as may be imposed by law consistent with the Development Agreement, and (d) any obligations arising under the Development Agreement by reason of a default of Assignee under the Development Agreement (with respect to any obligations assumed by Assignee hereunder). Assignee acknowledges that Section 10.5 of the Development Agreement governs the formation and obtaining of any public financing and may

result in assessments against the Property, and if so imposed the owner or owners of the Property or portions thereof may be responsible for the payment of any resulting special taxes or special assessments.

3. Covenants of Assignee. Assignee hereby agrees and covenants to timely, properly and fully perform each and every one of the Obligations.

4. Indemnification.

(a) Assignee's Indemnity. Assignee shall defend, indemnify and hold harmless Assignor, its members, owners, shareholders, officers, directors, employees, successors and assigns, and all other merchant builders that acquire and develop property within the Project ("Merchant Builders") from and against any liability, obligation, claim, cause of action, cost or expense (including, without limitation, reasonable attorneys' fees and costs) arising from, or related to, the breach or default by Assignee of the Obligations assumed by Assignee hereunder, including without limitation any untimely or deficient performance thereof, which may arise from and after the date of this Partial Assignment, other than any damage or liability based on Assignor's or any other Merchant Builder's breach or default under the Development Agreement.

(b) Assignor's Indemnity. Assignor shall defend, indemnify and hold harmless Assignee, its members, owners, shareholders, officers, directors, employees and successors and assigns from any liability, obligation, claim, cause of action, cost or expense (including, without limitation, reasonable attorneys' fees and costs) arising from Assignor's breach or default under the Development Agreement, other than any damage or liability based on Assignee's breach or default under the Obligations assumed by Assignee hereunder.

5. Merchant Builders.

(a) Assignor represents and warrants that all Merchant Builders to whom Assignor has sold a portion of the Project have executed a partial assignment and assumption of development agreement containing an indemnity substantially similar to that contained in Section 5(a) hereof.

(b) Assignor covenants that it shall not sell any portion of the Project to any Merchant Builder unless a partial assignment and assumption of development agreement is executed in connection therewith containing an indemnity substantially similar to that contained in Section 5(a) hereof.

6. Miscellaneous.

(a) Interpretation; Governing Law. This Partial Assignment shall be construed according to its fair meaning and as prepared by both parties hereto. This Partial Assignment shall be construed in accordance with and governed by the laws of the State of California.

(b) Attorneys' and Other Fees. In the event of any dispute between the parties hereto or institution of any action or proceeding to interpret or enforce the provisions of this Partial Assignment or arising out of the subject matter of this Partial Assignment or the transaction

contemplated hereby, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses incurred, including court costs and reasonable attorney's fees and expert witness fees.

(c) Authority. Each of the parties hereto represents and warrants to the other that the person or persons executing this Partial Assignment on behalf of such party is or are authorized to execute and deliver this Partial Assignment and that this Partial Assignment shall be binding upon such party.

(d) Further Assurances. Assignor and Assignee each agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably request to consummate, evidence, confirm or more fully implement the agreements of the parties as contained herein.

(e) Execution in Counterparts. This Partial Assignment may be executed in several counterparts, and all originals so executed shall constitute one agreement between the parties hereto.

(f) Effective Date. The "Effective Date" shall mean the date upon which Assignee acquires fee title to the Property pursuant to the Purchase Agreement.

(g) Recordation. The parties hereby authorize this Partial Assignment to be recorded in the records of the County upon the Effective Date.

(h) Successors and Assigns. This Partial Assignment shall be binding upon and inure to the benefit of the respective successors, assigns, personal representatives, heirs and legatees of Assignor and Assignee.

(i) Assignment. Notwithstanding subsection (i), any future assignment of rights and obligations under the development Agreement with respect to the Property or the Project shall require compliance with Section 20 of the Development Agreement.

(Signatures Follow on Next Page)

IN WITNESS WHEREOF, the parties have executed this Partial Assignment as of the date first set forth above, to be made effective as of the Effective Date.

ASSIGNOR:

SDC FAIRWAY CANYON, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

MERITAGE HOMES OF CALIFORNIA, INC.,
a California corporation

By: _____
Name: _____
Title: _____

Partial Assignment & Assumption of DA

Meritage Homes

Item 12.



Legend

- Blueline Streams
- City Areas
- World Street Map



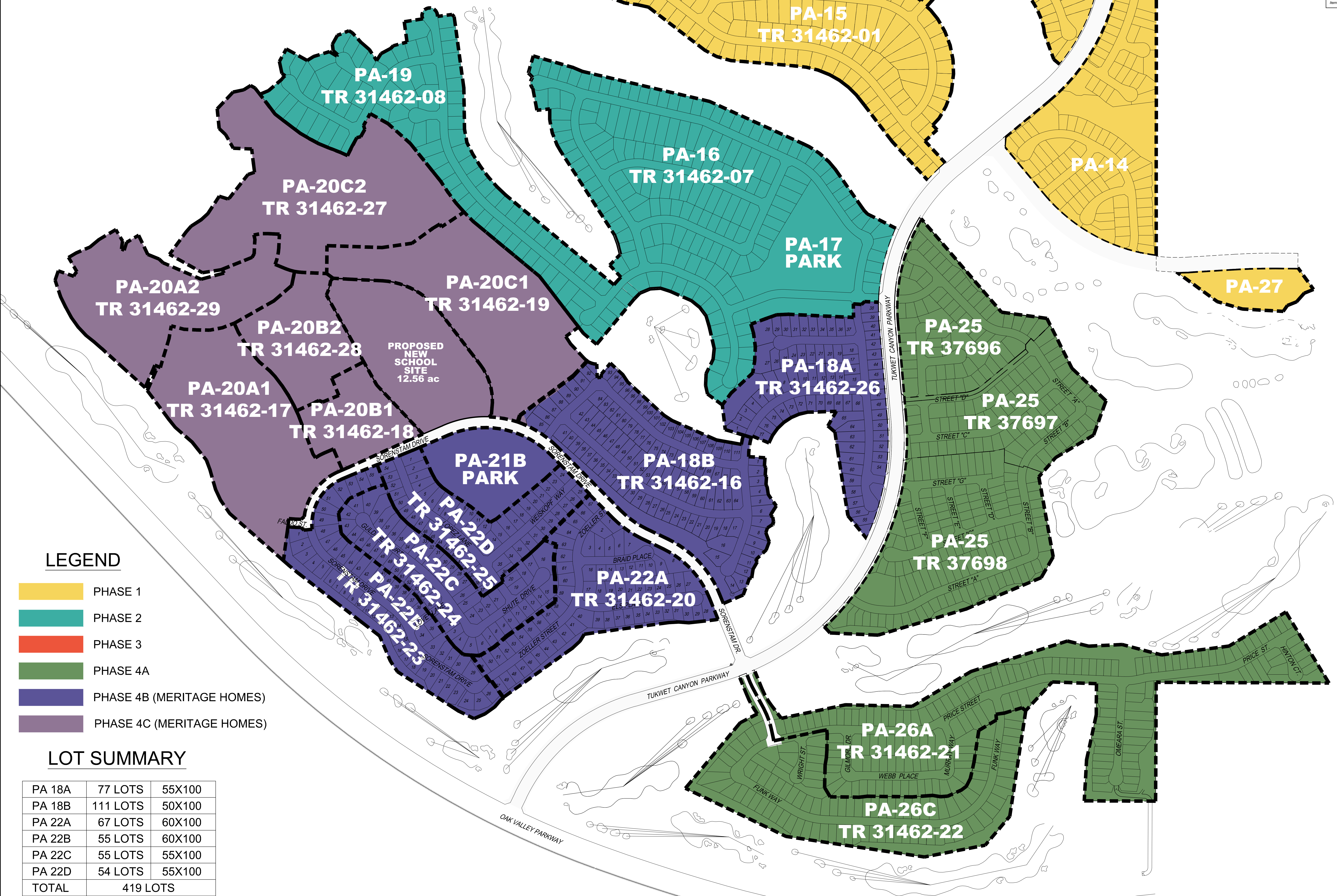
IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

Notes



REPORT PRINTED ON... 9/7/2021 9:53:54 AM

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LEGEND

- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4A
- PHASE 4B (MERITAGE HOMES)
- PHASE 4C (MERITAGE HOMES)

LOT SUMMARY

PA 18A	77 LOTS	55X100
PA 18B	111 LOTS	50X100
PA 22A	67 LOTS	60X100
PA 22B	55 LOTS	60X100
PA 22C	55 LOTS	55X100
PA 22D	54 LOTS	55X100
TOTAL	419 LOTS	

THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100
Riverside, CA 92507
951-684-1200
951-368-9018 FAX

PROOF OF PUBLICATION (2010, 2015.5 C.C.P)

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

09/10/2021

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: September 10, 2021
At: Riverside, California



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CITY OF BEAUMONT PUBLIC HEARING NOTICE

Item 12.

NOTICE IS HEREBY GIVEN, on September 21, 2021, at approximately 6:00 p.m. at the City of Beaumont City Council, in City Council Chambers at City of Beaumont Civic Center, 550 E 6th Street, Beaumont, CA 92223, the Council will consider the following matters:

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF BEAUMONT, CALIFORNIA
AMENDING TABLE 17.03-3 "PERMITTED USES IN BASE ZONE
DISTRICTS"
AND
AMENDING TABLE 17.19-1 "PERMITTED USES FOR
DOWNTOWN BASE ZONE DISTRICTS"
AND
AMENDING CHAPTER 17.14.030 "DEFINITIONS" OF
THE BEAUMONT MUNICIPAL CODE
AND
ADDING CHAPTER 17.04.41 PERFORMANCE STANDARDS FOR
TIRE SALES AND TIRE REPAIR FACILITIES**

The purpose and intent of these amendments are to provide clarity and consistency in the municipal code for uses which include tire sales and tire repair, and,

PLAN 2021-0625 Fairway Canyon – Meritage Homes (also known as Oak Valley & SPCGA Golf Course Specific Plan), Consideration of a partial assignment and assumption of a development agreement related to the development of a portion of the Fairway Canyon development (Assessor Parcel Numbers: 413-790-010 and a portion of 413-790-042) located in the Oak Valley & SPCGA Golf Course Specific Plan, north of San Timoteo Canyon Road, west of Tukwet Canyon Parkway. The proposed application for a development agreement is exempt from the provisions of the California Environmental Quality Act. The applicant for this request is Meritage Homes of California, Inc.

The case file, plans, and all supporting documentation for the project can be reviewed at the Beaumont Civic Center, 550 East Sixth Street, Beaumont, California.

Public comments can be made in person with adherence to the current COVID-19 safety protocols, using the public comment phone line or by written email. Phone-in comments will be accepted by calling the designated public comment phone line (951) 922-4845 prior to the corresponding item. Public comments shall not exceed three minutes unless otherwise authorized by Planning Commission. Written comments can be emailed to NicoleW@BeaumontCa.gov Public comments accepted via email will be read aloud during the corresponding item of the meeting. Comments can be submitted any time prior to the meeting as well as during the meeting until the end of the corresponding item.

This meeting will be conducted utilizing teleconference communications and will be recorded for live streaming. All City of Beaumont public meetings will be made available via live streaming and made available on the City's official YouTube webpage. Please use the following link during the meeting for live stream access: BeaumontCa.gov/Livestream

Dated: September 2, 2021

Christina Taylor
Community Development Director

Press-Enterprise: 9/10



Staff Report

TO: City Council
FROM: Kristine Day, Assistant City Manager
DATE: September 21, 2021
SUBJECT: **Public Hearing and Consideration of a Resolution for the First Amendment to the Five-Year FY 22-26 Capital Improvement Plan**

Background and Analysis:

During each fiscal year, City Council is presented with amendments to the Capital Improvement Program to close completed projects, add new projects associated with budget amendments or new grants and/or adjust certain projects. Below is a summary of the First Amendment to the Five-Year FY 22-26 Capital Improvement Plan.

Prior Year Capital Improvement Plan Summary

City staff is not recommending any changes to the Prior Year Capital Improvement Plan at this time.

Five-Year FY 22-26 Capital Improvement Plan Summary

Public Safety Radio System Upgrade (PS-04) – This is a new project associated with integrating the Public Safety radios to a digital format for compatibility with the County wide radio communications system. The total project cost will be \$1,421,841 consisting of the following amounts and sources over three years as outlined below.

Funding Sources:

\$ 3,895.00	General Fund FY 21/22
\$ 471,785.00	Public Safety CFD Reserve FY 21/22
\$ 249,000.00	Grant FY 21/22
\$ 112,000.00	Grant FY 21/22
\$ 112,000.00	Grant FY 22/23
\$ 128,682.00	General Fund FY 22/23
\$ 344,479.00	General Fund FY 23/24
\$ 1,421,841.00	Total Funding

Fiscal Impact:

Financial impacts are outlined above and in the exhibits to the resolution.

Recommended Action:

Conduct a Public Hearing, and
Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont Amending the Five-Year Capital Improvement Plan for Fiscal Years 2021/2022-2024-2026."

Attachments:

A. Resolution

RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT
AMENDING THE FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL
YEARS 2021/2022-2024/2026**

WHEREAS, the City Council of the City of Beaumont adopted the City’s Five-Year Capital Improvement Plan for Fiscal Years 2022 through 2026 (“CIP”) and the at a duly noticed public hearing, as defined below;

WHEREAS, the City Council desires to amend the City’s Five-Year Capital Improvement Plan for Fiscal Years 2022 through 2026 (“CIP”);

WHEREAS, the proposed amendments to the CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2022-2026 are intended to add a project upgrading the Public Safety Radio System;

WHEREAS, these amendments are detailed in **Exhibit “A”** attached hereto and made a part hereof;

WHEREAS, pursuant to Government Code, section 66002, the City duly gave public notice of the public hearing of the proposed amendments to the CIP, a copy of which has been on file with the City Clerk at least 10 calendar days prior to the City Council’s commencement of such public hearing; and

WHEREAS, the City Council desires to amend the CIP as set forth herein;

NOW, THEREFORE BE IT RESOLVED BY THE BEAUMONT CITY COUNCIL AS FOLLOWS:

Section 1. The City Council hereby approves and adopts the amendment to the Capital Improvement Plan for Fiscal Years 2022 through 2026, a copy of which is attached hereto as Exhibit “A” and made a part hereof by this reference.

Section 2. The Capital Improvement Plan shall be updated annually by the City Council pursuant to California Government Code, section 66002, or as otherwise provided by law.

Section 3. This Resolution shall take effect immediately upon its passage and adoption.

MOVED, PASSED, and ADOPTED this 21st day of September, 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

By: _____
Mike Lara, Mayor
City of Beaumont

ATTEST:

By: _____
Nicole Wheelwright, Deputy City Clerk
City of Beaumont

EXHIBIT A

Five Year Capital Improvement Plan FY 22-26

Funding Source: TUMF

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Funding Source: Basic Services DIF

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
New City Hall							\$ 18,000,000	\$ 18,000,000
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,000,000	\$ 18,000,000

Funding Source: Road & Bridge DIF

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
2nd Street Extension Construction							\$ 5,000,000	\$ 5,000,000
1st Street Widening Penn to Beaumont Ave Design & Construction							\$ 1,600,000	\$ 1,600,000
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,600,000	\$ 6,600,000

Funding Source: Traffic Signal DIF

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
Citywide Traffic Signal Upgrade & Capacity Improvement Phase 2	R-11	\$ 150,000						\$ 150,000
Citywide Traffic Signal Upgrade & Capacity Improvement Phase 3			\$ 150,000					\$ 150,000
Citywide Traffic Signal Upgrade & Capacity Improvement Phase 4				\$ 150,000				\$ 150,000
Citywide Traffic Signal Upgrade & Capacity Improvement Phase 5					\$ 150,000			\$ 150,000
TOTAL		\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ 600,000

Funding Source: Community Park DIF

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
								\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Funding Source: Neighborhood Park DIF

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
								\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Funding Source: Regional Park DIF

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
								\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Funding Source: Recreation Facilities DIF

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
								\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Funding Source: Fire Station DIF

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Funding Source: Police Facilities Mitigation DIF

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
								\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Funding Source: Public Safety CFD

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
Public Safety Radio System Upgrade	PS-04	\$ 471,785						\$ 471,785
TOTAL		\$ 471,785	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 471,785

Funding Source: CFD

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
Playground Shade Covers - Phase 2	P-12	\$ 250,000						\$ 250,000
Downtown Plaza			\$ 1,500,000					\$ 1,500,000
TOTAL		\$ 250,000	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,750,000

Funding Source: Measure A

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
Annual Citywide Street Rehabilitation and Maintenance 21/22	R-08	\$ 1,060,000						\$ 1,060,000
Annual Citywide Street Rehabilitation and Maintenance 22/23			\$ 535,500					\$ 535,500
Annual Citywide Street Rehabilitation and Maintenance 23/24				\$ 541,000				\$ 541,000
Annual Citywide Street Rehabilitation and Maintenance 24/25					\$ 546,500			\$ 546,500
Annual Citywide Street Rehabilitation and Maintenance 25/26						\$ 552,000		\$ 552,000
TOTAL		\$ 1,060,000	\$ 535,500	\$ 541,000	\$ 546,500	\$ 552,000	\$ -	\$ 3,235,000

Funding Source: RMRA/SB 1

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
Annual Citywide Street Rehabilitation and Maintenance 21/22	R-09	\$ 863,763						\$ 863,763
Annual Citywide Street Rehabilitation and Maintenance 22/23			\$ 892,435					\$ 892,435
Annual Citywide Street Rehabilitation and Maintenance 23/24				\$ 900,840				\$ 900,840
Annual Citywide Street Rehabilitation and Maintenance 24/25					\$ 898,837			\$ 898,837
Annual Citywide Street Rehabilitation and Maintenance 25/26						\$ 908,101		\$ 908,101
TOTAL		\$ 863,763	\$ 892,435	\$ 900,840	\$ 898,837	\$ 908,101	\$ -	\$ 4,463,976

Funding Source: Grants

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
Pennsylvania Ave/UPRR Grade Separation - Construction							\$ 34,000,000	\$ 34,000,000
California Ave/UPRR Grade Separation - Construction							\$ 34,000,000	\$ 34,000,000
Oak Valley/I-10 Interchange - Construction							\$ 65,000,000	\$ 65,000,000
Public Safety Radio System Upgrade	PS-04	\$ 361,000	\$ 112,000					\$ 473,000
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 133,000,000	\$ 133,473,000

Funding Source: Transit Grants

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
CNG Fueling Station			\$ 500,000					\$ 500,000
Fleet Maintenance and Operations Facility Construction				\$ 1,000,000				\$ 1,000,000
Passenger Amenties Project			\$ 100,000					\$ 100,000
Vehicle Replacements - Phase 1	T-07	\$ 1,400,000						\$ 1,400,000
Vehicle Replacements - Phase 2			\$ 1,400,000					\$ 1,400,000
Vehicle Replacements - Phase 3				\$ 1,400,000				\$ 1,400,000
Fleet Video Cameras	T-08	\$ 110,000						\$ 110,000
Paratransit Scheduling Software	T-09	\$ 14,000						\$ 14,000
Shop Tools and Lifts	T-10	\$ 60,000						\$ 60,000
TOTAL		\$ 1,584,000	\$ 2,000,000	\$ 2,400,000	\$ -	\$ -	\$ -	\$ 5,984,000

Funding Source: Asset Forfeiture

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Funding Source: CDBG Grants

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
Citywide Street Improvements 21/22 - CDBG	R-10	\$ 130,000						\$ 130,000
Citywide Street Improvements 22/23 - CDBG			\$ 130,000					\$ 130,000
Citywide Street Improvements 23/24 - CDBG				\$ 130,000				\$ 130,000
Citywide Street Improvements 24/25 - CDBG					\$ 130,000			\$ 130,000
Citywide Street Improvements 25/26 - CDBG						\$ 130,000		\$ 130,000
TOTAL		\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ -	\$ 650,000

Funding Source: General Fund

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
Storm Drain Facilities							\$ 1,000,000	\$ 1,000,000
Storm Drain Master Plan							\$ 500,000	\$ 500,000
Parking Garage Facility - Downtown							\$ 10,000,000	\$ 10,000,000
New Police Station Facility							\$ 40,000,000	\$ 40,000,000
Publis Safety Radio System Upgrade	PS-04	\$ 3,895	\$ 128,682	\$ 344,479				\$ 477,056
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,500,000	\$ 51,977,056

Funding Source: Wastewater

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
I&I Rehabilitation Project - Phase 2 - Flow Meters	WW-02	\$ 200,000						\$ 200,000
I&I Rehabilitation Project - Phase 3			\$ 200,000					\$ 200,000
Wastewater Rate Study	WW-03	\$ 200,000						\$ 200,000
UV Bulb Replacement				\$ 50,000	\$ 50,000	\$ 50,000		\$ 150,000
RO Module Replacement						\$ 300,000		\$ 300,000
TOTAL		\$ 400,000	\$ 200,000	\$ -	\$ 50,000	\$ 300,000	\$ -	\$ 950,000

Funding Source: Wastewater DIF

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
16" Mesa Force Main and Pump Replacement Design	WW-04	\$ 450,000						\$ 450,000
16" Mesa Force Main Construction			\$ 4,000,000					\$ 4,000,000
Mesa Lift Station Pump Replacement Construction			\$ 750,000					\$ 750,000
TOTAL		\$ 450,000	\$ 4,750,000	\$ -	\$ -	\$ -	\$ -	\$ 5,200,000

Funding Source: Internal Service Fund- Buildings

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
City Hall Roofing	ISFB-01	\$ 313,071						\$ 313,071

City Hall Fire System Upgrades - Remodeled Spaces	ISFB-02	\$ 403,504								\$ 403,504
City Hall Bathrooms	ISFB-03	\$ 100,000								\$ 100,000
City Hall HVACs - Gym and Remodeled Spaces	ISFB-04	\$ 275,812								\$ 275,812
Fire Station 66 - HVAC	ISFB-05	\$ 49,399								\$ 49,399
Police Station - HVAC	ISFB-06	\$ 157,791								\$ 157,791
Police Station - Concrete Walkway Trip Hazards	ISFB-07	\$ 25,000								\$ 25,000
Grounds Smart Irrigation	ISFB-08	\$ 109,000								\$ 109,000
Building B - Window Replacement	ISFB-09	\$ 26,000								\$ 26,000
TOTAL		\$ 1,459,577	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,459,577

Streets/ Roads	R
Parks	P
Public Safety	PS
Community Development	CD
Transit	T
Wastewater	WW
Facilities	F
Internal Service Fund - Buildings	ISFB



Staff Report

TO: City Council
FROM: Jennifer Ustation, Finance Director
DATE: September 21, 2021
SUBJECT: **FY2022 Mid-Year Budget Amendment No. 2 to the Capital Improvement Program, Wastewater and General Fund**

Background and Analysis:

This report requests adjustments to the Capital Improvement Plan budget, Wastewater Operating budget and General Fund budget.

Capital Improvement Plan

On June 1, 2021, the City Council approved the FY2022 Capital Improvement Plan (CIP). This plan contained a project with the use of a portion of the State and Local Fiscal Recovery Funds (SLFRF) that were received on June 7, 2021. However, this project was not included in the Citywide budget that was approved on the same agenda. This adjustment will provide for authorized spending for this project within the FY2022 budget.

SLFRF Project – Wet Well Capacity Increase Design Budget Amendment

Funding Source	Project Cost	Fund
SLFRF Funds	\$ 400,000	Wastewater Capital Project

The first tranche of SLFRF funds were received and recorded in the grants fund in FY2021. The budget adjustment will allow for a transfer-out of the grants fund of \$400,000 and a transfer-in to the Wastewater Capital Projects fund to cover the costs of this project.

The CIP has also been amended in this agenda to include the purchase of portable radios for the migration to the Riverside County Public Safety Enterprise Communication (PSEC) system. The budget amendment will give the spending authority for this project within the FY2022 budget.

PSEC Radio Project

Funding Source	Project Cost	Fund
Grant	\$361,000	Capital Project Fund
PS CFD	\$471,785	Capital Project Fund
General Fund	\$3,895	Capital Project Fund
Total	\$ 836,680	

The budget adjustment will allow for the Grants Fund, Public Safety CFD Fund and General Fund to transfer-out the above amounts to the capital projects fund to cover the FY2022 costs of this project. A detail of the CIP budget adjustments has been attached as Attachment A.

Wastewater Fund and General Fund

The Wastewater operations and Public Works department have seen a large increase in activity and additional help is needed to continue the current service level. City staff have reviewed the needs of these departments which require the proposed adjustments as outlined below.

Expenses

Wastewater operations have grown with City growth as well as the Wastewater Treatment Plant expansion and additional resources are greatly needed to maintain consistent levels of service and meet operational mandates/requirements. City staff has identified three new positions that are needed to meet growing demand and operational requirements.

Customer Service Coordinator

This position has an annual estimated fully burdened cost of \$71,836. FY2022 budget of \$58,022 is adjusted for partial year costs. This position will be split 50/50 with the Public Works Department. The Public Works department and Wastewater costs for this position is \$29,011 each for FY2022.

Management Analyst

This position has an annual estimated fully burdened cost of \$163,247. FY2022 budget of \$131,854 is adjusted for partial year costs.

Collections Supervisor

This position has an annual estimated fully burdened cost of \$123,120. FY2022 budget of \$99,443 is adjusted for partial year costs.

City staff is also recommending an amendment to the FY2022 budget to include \$130,000 for legal costs for the Title 22 Water Project and adding an additional \$163,693 in contingency for emergency repairs. The Wastewater Expenses are outlined below.

Type of Expense	Increase/(Decrease)	Explanation
Salaries and Benefits	\$ 260,307	2.5 New Positions
Legal	\$130,000	Legal Costs
Contingency	\$163,693	Emergency Repairs
Total	\$ 554,000	

The General Fund adjustment for the split of the Customer Service Coordinator position is outlined below. This adjustment will reduce the available appropriations remaining in the FY2022 budget.

Type of Expense	Increase/(Decrease)	Explanation
Salaries and Benefits	\$ 29,011	.5 New Position

Revenue

City staff has completed an analysis of Wastewater revenues and determined that there has been an increase to the discharge to the plant, but this increase is not reflected in the current budget. In reviewing revenues, it was also determined that the current interest revenue budget is largely inflated as the projected investment market condition for the City is expected to remain low. A suggested decrease of \$75,000 to that revenue is recommended.

Type of Revenue	Increase/(Decrease)	Explanation
Sewer Service Fees	\$ 629,000	Increased Discharge to Plant
Interest	(\$ 75,000)	Low Expected Return
Total	\$ 554,000	

The Wastewater and General Fund detailed budget adjustment has been attached as Attachment B.

Fiscal Impact:

The fiscal impact of this report is an on-going cost of two new positions in the Wastewater Fund and one new position split between the Wastewater Fund and General Fund, increases to the Wastewater Fund revenue and expenses of \$554,000, General Fund expenses of \$32,906 reducing available appropriations by the same amount, Grants Fund revenue of \$361,000 and expenses of \$761,000 reducing fund balance by \$400,000, Public Safety CFD Fund expenses of \$471,785 reducing the fund balance by the same amount, Wastewater Capital Project Fund revenues and expenses of \$400,000, and Capital Projects Fund revenue and expenses of \$836,680.

Recommended Action:

Approve two new positions within the Wastewater Fund,
Approve one new position split between the Wastewater Fund and General Fund,
Approve the Capital Improvement Plan budget adjustments as outlined in Attachment A, and
Approve Wastewater Operating and Capital budget adjustments as outlined in Attachment B.

Attachments:

- A. FY2022 Capital Improvement Plan Budget Adjustment Form
- B. FY2022 Wastewater and General Fund Budget Adjustment Form



City of Beaumont
 Budget Adjustment Form
 FY 2021/2022

DATE: 9/21/2021
 DEPARTMENT NAME: CIP
 PREPARED BY: Jennifer Ustation
 APPROVED BY: _____

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	Revenue = (Credit)	Revenue = (Credit)	Debit	Explanations / Justification
		Expense = Debit	Expense = Debit	(Credit)	
CURRENT BUDGET	ADJUSTMENT	NEW BUDGET AMT			
215-0000-4352-0000	Grant-Other	-	(361,000.00)	(361,000.00)	Grant Revenue
215-0000-9960-0000	Transfer-out	-	361,000.00	361,000.00	Grant portion of radio purchase
260-0000-9960-0000	Transfer-out	663,988.00	471,785.00	1,135,773.00	PS CFD Reserves Equipment
100-0000-9960-0000	Transfer-out	445,271.00	3,895.00	449,166.00	GF portion of radio purchase
500-0000-9950-0000	Transfer In	3,783,340.00	(836,680.00)	2,946,660.00	Transfer in of funds for radio purchase
500-0000-8040-0000	Equipment	-	836,680.00	836,680.00	Purchase of portable radios
215-0000-9960-0000	Transfer-Out	-	400,000.00	400,000.00	Transfer SLFRF Funds to Wastewater Capital Projects (reserves)
710-0000-9950-0000	Transfer-In	(5,922,988.00)	(400,000.00)	(6,322,988.00)	Transfer in of SLFRF funds for Wastewater Project
710-0000-8030-0000	Capital Improvement	850,000.00	400,000.00	1,250,000.00	Wastewater Well Capacity Increase Design
TOTALS			\$ 875,680.00		

Net Effect



City of Beaumont
Budget Adjustment Form
FY 2021/2022

DATE: 9/21/2021
 DEPARTMENT NAME: Wastewater
 PREPARED BY: Jennifer Ustation
 APPROVED BY: _____

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	Revenue = (Credit)	Revenue = (Credit)	Debit (Credit)		Explanations / Justification
		Expense = Debit	Expense = Debit	CURRENT BUDGET	ADJUSTMENT	
700-0000-4750-0000	Sewer Service Fees - Revenue	(11,609,500.00)	(629,000.00)	(12,238,500.00)		Increase in Sewer Service Fees
700-0000-4650-0000	Interest	(100,000.00)	75,000.00	(25,000.00)		Decrease Interest due to low interest market
700-4050-6010-0000	Salaries	1,367,338.00	177,364.00	1,544,702.00		Addition of 2.5 new positions
700-4050-6012-0000	Overtime	141,907.00	2,423.00	144,330.00		Addition of 2.5 new positions
700-4050-6016-0000	Cash-Out	42,254.00	5,931.00	48,185.00		Addition of 2.5 new positions
700-4050-6034-0000	Medicare	20,669.00	2,691.00	23,360.00		Addition of 2.5 new positions
700-4050-6022-0000	Workers Comp	65,272.00	8,867.00	74,139.00		Addition of 2.5 new positions
700-4050-6020-0000	Health Insurance	208,815.00	32,479.00	241,294.00		Addition of 2.5 new positions
700-4050-6028-0000	Life Insurance	1,176.00	169.00	1,345.00		Addition of 2.5 new positions
700-4050-6023-0000	Disability	7,364.00	1,061.00	8,425.00		Addition of 2.5 new positions
700-4050-6024-0000	PERS/PEPRA	293,712.00	29,322.00	323,034.00		Addition of 2.5 new positions
700-4050-7068-0000	Contractual Services	1,188,816.00	130,000.00	1,318,816.00		Legal Costs
700-4050-7900-0000	Contingency	100,000.00	163,693.00	263,693.00		Emergency Repairs
100-3100-6010-0000	Salaries	734,248.00	21,024.00	755,272.00		Addition of .5 new position
100-3100-6012-0000	Overtime	3,284.00	202.00	3,486.00		Addition of .5 new position

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET	ADJUSTMENT	NEW BUDGET AMT	Explanations / Justification
100-3100-6016-0000	Cash-Out	30,453.00	1,508.00	31,961.00	Additiona of .5 new position
100-3100-6034-0000	Medicare	8,382.00	330.00	8,712.00	Additiona of .5 new position
100-3100-6022-0000	Workers Comp	30,275.00	1,051.00	31,326.00	Additiona of .5 new position
100-3100-6020-0000	Health Insurance	129,239.00	2,992.00	132,231.00	Additiona of .5 new position
100-3100-6028-0000	Life Insurance	546.00	34.00	580.00	Additiona of .5 new position
100-3100-6023-0000	Disability	3,419.00	212.00	3,631.00	Additiona of .5 new position
100-3100-6024-0000	PERS/PEPRA	148,103.00	1,658.00	149,761.00	Additiona of .5 new position
				-	
TOTALS			\$ 29,011.00		

Net Effect



CITY OF BEAUMONT

CUSTOMER SERVICE COORDINATOR I/II

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under supervision (Customer Service Coordinator I) or general supervision (Customer Service Coordinator II), interfaces daily with the public to provide information regarding services available through the City's programs; performs a wide variety of responsible customer service duties in support utility billing, animal licensing, passport processing, yard sales, and business licenses; establishes and maintains customer relations; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Customer Service Coordinator I – This is the entry level class in the Customer Coordinator series. This class is distinguished from the Customer Service Coordinator II by the performance of the more routine tasks and duties assigned to positions within the series. Since this class is typically used as a training class, employees may have only limited or no directly related work experience.

Customer Service Coordinator II – This is the full journey level class within the Customer Coordinator series. Employees within this class are distinguished from the Customer Service Coordinator I by the performance of the full range of duties as assigned. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit. Positions in this class are flexibly staffed and are normally filled by advancement from the I level, or when filled from the outside, have prior experience.

COORDINATOR DUTIES *The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Provides customer service and assistance to the public in person and over the telephone on a variety of services available through the City.
2. Answers customer questions and inquiries or refers to the appropriate party; researches, resolves, and responds to customer problems and complaints; interprets and explains City policies and procedures to the public.
3. Provides customer service at the counter; assists customers with utility billing, yard sale permits, business license applications, passport processing, and animal licensing; receives and posts payments to the appropriate system; issues receipts; balances cash registers at the end of the day and prepares deposit.
4. Receives payments and issues receipts for utility services; starts and stops utility services for customers; opens and closes accounts as requested; makes adjustments to accounts as necessary.

CITY OF BEAUMONT**Customer Service Coordinator I/II (Continued)**

5. Receives, reviews, and processes permit and license applications; resolves discrepancies or missing information; provides information to individuals and the public regarding the application process; collaborates with other departments as necessary.
6. Performs various duties related to business license processing; prepares and mails renewal notices, receives and audits applications, enters business information into the system, processes payments, and prints and distributes licenses.
7. Processes animal license applications; verifies necessary documentation is submitted; issues tags and processes payments.
8. Processes passport applications; reviews forms for completeness, administers oath, receives appropriate fees, copies documents, and mails applications.
9. Receives and processes yard sale permit applications; receives appropriate payment and issues permit.
10. Performs various duties in support of the City's transit system; receives payments and creates bus pass cards for customers; provides information to customers regarding routes.
11. Operates a variety of office equipment including a copy machine, telephone system, facsimile machine, and computer; utilizes various computer applications and software packages.
12. Creates and maintains a variety of reports, logs, and records; files documents.
13. Receives and sorts incoming mail.
14. Performs related duties, as assigned.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Customer service techniques, practices, and principles.

Methods and techniques of proper phone etiquette.

Methods and techniques of cash handling.

Basic principles and procedures of financial record keeping and reporting.

Basic mathematical principles.

English usage, spelling, grammar, and punctuation.

Business letter writing and basic report preparation.

Principles and practices of record keeping and filing.

Modern office procedures, methods, and equipment including computers and applicable word processing, spreadsheet, and database applications.

Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

Perform a variety of customer services, clerical accounting, and office support duties and activities in support of assigned function.

Understand the organization, operation, and services of the City and of outside agencies as necessary to assume assigned responsibilities.

Perform routine multi-tasking functions.

Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.

Apply problem solving techniques to provide effective customer service.

Receive, screen and direct questions and telephone calls to the appropriate source of information.
Exercise sound judgment and tact in dealing with public in difficult situations.
Use highly effective and innovative planning, organization, and research techniques to achieve goals
Follow oral and written instructions.
Relate effectively to and communicate with people of a variety of cultures, languages, disabling conditions and socioeconomic situations.
Analyze situations and apply departmental rules and regulations effectively, as well as common sense where no guidelines are readily available.
Work with minimum supervision.
Implement and maintain standard filing systems.
Maintain records and reports.
Operate and use modern office equipment including a computer and various software packages.
Type at a speed necessary for successful job performance.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Customer Service Coordinator I

Education/Training:

Equivalent to the completion of the twelfth grade.

Experience:

One year of customer service or public relations experience in a municipal government agency is desirable.

License or Certificate:

Possession of, or ability to obtain an appropriate, valid driver's license.

Customer Service Coordinator II

Education/Training:

Equivalent to the completion of the twelfth grade.

Experience:

Two years of increasingly responsible customer service and clerical accounting experience.

License or Certificate:

Possession of, or ability to obtain an appropriate, valid driver's license.

PHYSICAL, MENTAL, AND ENVIRONMENTAL REQUIREMENTS: *The conditions herein are Coordinator of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions:*

Must be found to be free from any physical, emotional or mental conditions, as determined by a qualified physician and/or psychologist, which with or without accommodation might affect the ability of the employee to perform essential job functions. The position may require prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily office activities.

CITY OF BEAUMONT
Customer Service Coordinator I/II (Continued)

Additionally, the position requires grasping, repetitive hand movement, and fine coordination in retrieving and entering data using a computer keyboard. Near and far vision is required in order to read work related documents and use the computer. Acute hearing is required when providing phone and personal service. The position requires lifting, carrying, pushing, and/or pulling objects weighing up to 25 pounds.

This classification is not intended to be all-inclusive. An employee may be required to perform other reasonable duties as assigned by management. The City reserves the right, with the concurrence of the department head, to revise or change classification duties and responsibilities as the need arises and as consistent with the meet and confer process.



CITY OF BEAUMONT

WASTEWATER COLLECTIONS SUPERVISOR

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under general supervision of the General Manager, assists in all areas of the Wastewater Department, oversees all aspects of wastewater conveyance system operations and maintenance; supervises and directs assigned staff; is responsible for managing the daily operations of the collection and conveyance system, maintenance on infrastructure such as cleaning of gravity lines, operation and maintenance of pump stations, inspection and testing of air valve assemblies; manage the productivity of the operations and maintenance department; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties; performs other related duties as required

REPRESENTATIVE DUTIES *The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Recommend and implement goals and objectives; establish performance standards and methods for the operation and maintenance of the wastewater conveyance system and the maintenance of facilities and fleet; develop and implement policies, procedures and metrics.
2. Evaluate operations and maintenance activities; implement improvements and modifications; prepare various reports on operation and maintenance activities.
3. Direct and supervise safe and effective operations and maintenance of wastewater collection system and staff.
4. Supervise assigned employees including direct work, conducting performance evaluations, coordinating training, and implementing hiring, discipline and termination procedures.
5. Collaborate with colleagues on projects and development and implementation of policies and procedures.
6. Perform installation, maintenance, repair, cleaning and inspection of wastewater and storm water conveyance lines and pump stations, manholes and connections.
7. Operate backhoes, dump trucks, loaders, compressor jackhammers, hydro rodder vacuum units in the course of repair.
8. Operate video camera equipment in investigation of lines.
9. Maintain wastewater and storm water conveyance line maintenance records.
10. Contact members of the public regarding problems and potential stoppages.
11. Demonstrate a full understanding of wastewater and storm water conveyance line inspection and maintenance procedures and work methods.
12. Read maps and engineering drawings for location of wastewater and storm water conveyance lines.
13. Investigate line stoppages and associated problems.

14. Resolve minor repairs as needed.
15. Operate a variety of tools and equipment relevant to the operation and maintenance of wastewater and storm water conveyance lines.
16. Operate lift stations and other equipment.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Principles of wastewater collection and conveyance systems, including best practices, procedures, methods, materials, tools, equipment, and supplies as applicable.

Understanding and use of heavy equipment, vehicles, power tools, and hand tools utilized in the maintenance of wastewater collection system, pump stations, and related appurtenances.

Safety regulations, standards, and procedures in wastewater collection system and pump station maintenance.

Principles and practices of facilities and fleet management.

Principles and practices of supervision, training, and performance evaluation.

Mathematics and calculations used in construction and wastewater industry.

Principles and procedure of emergency response preparedness.

Adept at using good personal judgement and discretion; remain calm in a crisis, emergency, and/or other stressful situations, and using discretion when handling and disseminating sensitive information.

Knowledge of wastewater and storm water conveyance system installation, inspection and maintenance safety procedures and methods associated with operating heavy equipment.

Knowledge of City's and the Department's policies and procedures.

Knowledge of applicable city, county, state and federal statutes, rules, regulations, ordinances, codes, administrative orders, and other operational guidelines and directives.

Ability to:

Make calibrated assessments and take required action(s).

Make assessments concerning wastewater and storm water conveyance system repair.

Read engineering drawings and maps.

Perform heavy physical labor.

Understand and carry out oral and written instructions and communicate these instructions to others.

Instruct in and ensure safety methods and procedures as appropriate for construction job sites and conveyance system maintenance and repair.

Establish and maintain effective working relationships; communicate clearly and courteously with the City's internal and external customers.

Ability to work with minimum supervision.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

Equivalent to the completion of the twelfth grade.

Must Possess a valid Collections System Maintenance Grade III issued by the California Water Environmental Association at the time of hire.

Must be able to obtain a valid Collections System Maintenance Grade IV issued by the California Water Environmental Association within 36 months of date of hire.

Possession of a CWEA Collections System Maintenance Grade IV and/or Mechanical Technical Grade I is highly desirable.

Experience:

Five years of increasingly responsible wastewater collections experience.

License or Certificate:

Must possess a valid California Class B Driver's License and maintain possession of such license during the course of employment.

Must have an acceptable driving record, be insurable at standard rates by City's insurance carrier, and maintain such insurability during the course of employment.

PHYSICAL, MENTAL, AND ENVIRONMENTAL REQUIREMENTS: *The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions:*

Must be found to be free from any physical, emotional or mental conditions, as determined by a qualified physician and/or psychologist, which with or without accommodation might affect the ability of the employee to perform essential job functions. The position may require prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily office activities. Additionally, the position requires grasping, repetitive hand movement, and fine coordination in retrieving and entering data using a computer keyboard. Near and far vision is required in order to read work related documents and use the computer. Acute hearing is required when providing phone and personal service. The position requires lifting, carrying, pushing, and/or pulling objects weighing up to 50 pounds. Incumbent must be willing to work shift work, including nights, weekends, holidays and on call as needed.

This classification is not intended to be all-inclusive. An employee may be required to perform other reasonable duties as assigned by management. The City reserves the right, with the concurrence of the department head, to revise or change classification duties and responsibilities as the need arises and as consistent with the meet and confer process.



CITY OF BEAUMONT

MANAGEMENT ANALYST

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under direction, performs a full range of varied and responsible professional and technical administrative and analytical duties in support of assigned department, division, function, or program area; performs a variety of special projects, research studies, budget analysis, and other specialized functions; and coordinates assigned activities with other departments, divisions, outside agencies, and the general public.

REPRESENTATIVE DUTIES *The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Performs a variety of professional level research, administrative, operational, financial, and analytical duties in support of assigned programs and functions within a department; performs duties in support of various administrative operations and activities within assigned area of responsibility including special projects, research studies, budget analysis, and other specialized functions.
2. Participates in the development and implementation of goals, objectives, policies, and priorities for assigned functions and program areas; researches, implements, and administers policies, procedures, and changing business practices and processes for assigned area; coordinates, and oversees on-going or special programs as assigned.
3. Conducts or participates in studies of new and existing programs and special projects; researches and analyzes organization structure, technical data, and fiscal impact to determine feasibility, resolve problems, and increase efficiency; consults with City personnel and outside agencies; develops recommendations; assists with the development of policies and procedures; participates in program implementation and monitoring activities; serves as project manager for assigned projects.
4. Researches, complies, analyzes data, trends and patterns; makes recommendation of possible solutions to problems; and assists staff in planning the deployment of resources for various events.
5. Provides assistance in resolving operational and administration problems; identifies problem areas and issues; conducts research to find alternative solutions; makes recommendations; assists in implementation of recommendations.
6. Prepares administrative, operational, and financial reports including the preparation of conclusions, recommendations, and forecasts based on data summaries and other findings; consults with City staff, outside agencies, and associations to obtain information; advises management staff on emerging issues.

7. Assists with the budget process; provides assistance in the development and administration of assigned budget; collects and analyzes financial data; makes budget recommendations relative to assigned program areas or projects; coordinates and compiles budget recommendations prepared by other staff; creates data tracking and reporting systems; monitors status; assists with grant applications and monitoring.
8. Researches, negotiates, and monitors assigned contracts and agreements with outside suppliers, service providers, and others; ensures work is performed in compliance with contracts and agreements.
9. Provides staff assistance to management staff; performs a full range of complex duties in support of administrative functions and areas; reviews and analyzes month end department reporting; prepares staff reports, consults with and advises department personnel.
10. Coordinates assigned services and project activities with other City programs, functions, boards, committees, and task forces as well as external organizations and agencies and the general public.
11. Establishes, emphasizes and maintains effective working relationships with all City employees, the public and other agencies with which the department interacts.
12. Responds to requests for information from the public, City departments, and outside agencies.
13. Represents area of assignment, participates on, and provides staff support to a variety of committees, task forces, and boards; prepares, presents, and reviews staff reports and other correspondence as appropriate and necessary; responds to and resolves inquiries and complaints.
14. Oversees and assumes responsibility for departmental and/or some City-wide communications; prepares press releases, City Council staff reports, newsletter articles, and other informational pieces; manages department social media accounts; assists management staff in the preparation of various presentations.
15. Attends and participates in professional group meetings; stays abreast of new trends and innovations in the fields of business and public administration and issues related to area of assignment.
16. Operates a variety of office equipment, including copy machines, telephones, fax, email, and other various computer systems.
17. Prepares reports and statistics required by the State and regional boards.
18. Assists in monitoring department accounts payable and payroll.
19. Uses sound professional judgment in the application of policy, procedures and laws in situations arising in the course and scope of employment;
20. Gathers and disseminates information necessary for the operation of the department.
21. Confirms accuracy and reliability of data through investigation and research.
22. Enhances department capabilities by preparing analytical and/or statistical reports.
23. Responds to and resolves difficult and sensitive citizen complaints and inquiries.
24. Performs related duties, as assigned.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Operational characteristics, services and activities of assigned program area.
- Principles and practices of public administration.
- Organization and operation of municipal government.
- Municipal government functions specifically related to program area.
- Methods and techniques of data collection, research, and report preparation.
- Principles and practices of program development and administration.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs related to area of assignment.
- Techniques and formulae for administrative, financial, and comparative analyses.
- Methods and techniques of effective technical, administrative, and financial record keeping, report preparation, and presentation.
- Recent developments, research methods, current literature, and sources of information related to assigned programs and service areas.
- Terminology used in area of assignment.
- Principles and practices of budget preparation and administration.
- Principles of business letter writing.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Principles, trends, methods, and techniques used in customer service, public relations, public information, and program education and promotion.
- English usage, spelling, grammar, and punctuation.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Perform a full range of responsible and varied professional, analytical duties in providing responsible staff support to a City department.
- Plan, organize, direct, coordinate, and evaluate assigned programs, projects, events, or technical area.
- Oversee and participate in the development and administration of program goals, objectives and procedures.
- Perform a range of professional analytical, programmatic, and administrative duties involving the use of independent judgment and personal initiative.
- Collect, evaluate, and interpret varied information and data.
- Research, analyze, and formulate recommendations, work plans, and activities regarding planning, technical, and administrative issues.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Prepare clear and concise technical, administrative and financial reports.
- Collect, evaluate, and interpret varied information and data.
- Operate and use modern office equipment including a computer and applicable computer applications.
- Type at a speed necessary for successful job performance.
- Understand and adhere to City policies, procedures, rules and regulations.
- Use sound professional judgment in the application of policy, procedures, and laws in situations arising in the course and scope of employment.
- Perform routine multi-tasking functions.
- Understand and work within the course and scope of duties, authority and responsibilities.

Relate effectively to people of a variety of cultures, languages, disabling conditions and socioeconomic situations.
Work cooperatively with other departments, City officials, and outside agencies.
Analyze situations and apply departmental rules and regulations effectively, as well as common sense where no guidelines are readily available.
Work with minimum supervision.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, or a field related to area of assignment.

Experience:

Two years of responsible professional level administrative and management analysis experience.

License or Certificate:

Possession of an appropriate, valid driver's license.

Must have an acceptable driving record, be insurable at standard rates by City's insurance carrier, and maintain such insurability during the course of employment.

PHYSICAL, MENTAL, AND ENVIRONMENTAL REQUIREMENTS: *The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions:*

Must be found to be free from any physical, emotional or mental conditions, as determined by a qualified physician and/or psychologist, which with or without accommodation might affect the ability of the employee to perform essential job functions. The position may require prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. Additionally, the position requires grasping, repetitive hand movement, and fine coordination in retrieving and entering data using a computer keyboard. Near and far vision is required in order to read work related documents and use the computer. Acute hearing is required when providing phone and personal service. The position requires lifting, carrying, pushing, and/or pulling objects weighing up to 25 pounds. Incumbent must be willing to work shift work, including nights, weekends, and holidays.

This classification is not intended to be all-inclusive. An employee may be required to perform other reasonable duties as assigned by management. The City reserves the right, with the concurrence of the department head, to revise or change classification duties and responsibilities as the need arises and as consistent with the meet and confer process.



Staff Report

TO: City Council
FROM: Jennifer Ustation, Finance Director
DATE: September 21, 2021
SUBJECT: CalPERS Pension Update

Background and Analysis:

On March 3, 2020, the City Council received a presentation from Bartel Associates, LLC regarding the June 30, 2018, Valuation Preliminary Results. This presentation has been included as Attachment A. This report outlined that pension costs are very likely to increase and outpace revenue growth over the next twelve years. It is also projected that a recession coupled with growing needs is expected to create budget deficits by FY2024. This staff report continues the discussion and looks for direction from the City Council.

Pension Costs Overview

One of the costs that is projected to outpace revenue growth is pension costs. Pension costs for the City are divided into two categories (1) normal costs and (2) unfunded liability as follows:

- Normal Costs - This is the cost associated with existing employees and is computed as a percentage of wages, and
- Liability Costs - This is the cost associated with past and current employees where the estimated cost of future retirement benefits exceeds the amount of funds available in the system to pay those benefits.

Each year the City submits payments to CalPERS for each of the normal costs and the liability costs.

There are two major inputs into the pension system that is managed by CalPERS. This includes (1) the pension contributions made by the City/Employees into the system (for

both normal costs and the unfunded liability), and (2) the investment returns those funds generate.

An unfunded liability is created when the contributions and/or investment returns are insufficient to pay for the projected cost to employees when they retire. The primary driver of the current liability is the lack of sufficient investment returns.

CalPERS Discount Rate and its Effects on Pension Funded Status

The discount rate is the long-term interest rate used to fund future pension benefits. It is one of the key components of the Asset Liability Management (ALM) cycle that CalPERS uses to balance assets with future pension obligations. The discount rate is also known as the assumed rate of return because it is what CalPERS expects its investments to earn during the fiscal year.

The overall financial health of the employer's plan is measured by the plan's funded status. The funded status represents the funded market of the assets minus the discounted value of the future liabilities. When the discount rate is reduced, it decreases the funded status because the future liabilities have less discounting as they go out into the future. Therefore, when the discount rate is reduced the costs to the City will increase.

City of Beaumont's Pension Status

The FY2020 Financial Statement Audit shows the City with a total proportionate share of the Net Pension Liability for the plan at \$18,207,382, which was calculated utilizing the CalPERS 7.15% discount rate set by them as of June 30, 2020. Also within the audit was a determination of the impact that changes to the discount rate would have on the City's net pension liability. It models the effects of a 1% decrease and 1% increase to the discount rate. The effect of a 1% decrease would put the City's liability at \$28,857,047 while an increase of 1% would decrease it to \$9,450,732.

	Discount Rate -1% (6.15%)	Current Discount Rate (7.15%)	Discount Rate +1% (8.15%)
Miscellaneous	\$ 12,019,831	\$ 7,438,139	\$ 3,656,276
Safety	\$ 16,837,216	\$ 10,769,243	\$ 5,794,456
Total	\$ 28,857,047	\$ 18,207,382	\$ 9,450,732

The estimated balance for the City's proportionate share of the pension liability for FY2021 is below.

	Discount Rate -1% (6.15%)	Current Discount Rate (7.15%)	Discount Rate +1% (8.15%)
Miscellaneous	\$ 13,128,862	\$ 8,214,777	\$ 4,154,423
Safety	\$ 18,254,588	\$ 11,725,412	\$ 6,367,605
Total	\$ 31,383,450	\$ 19,940,189	\$ 10,522,028

Below shows the estimated increase in the liability from FY20 to FY21

	Discount Rate -1% (6.15%)	Current Discount Rate (7.15%)	Discount Rate +1% (8.15%)
Miscellaneous	+ \$1,109,031	+ \$ 776,638	+ \$ 498,147
Safety	+ \$1,417,372	+ \$ 956,169	+ \$ 573,149
Total	+ \$2,526,403	+ \$1,732,807	+ \$1,071,296

CalPERS Funding Risk Mitigation Policy and ALM Process

CalPERS recently triggered its Funding Risk Mitigation Policy when it reported preliminary investment returns of 21.3%. This policy lowers the discount rate in years of good investment returns. This is the first time this policy has been triggered. CalPERS is also in its Asset Liability Management (ALM) process which was put into place by the CalPERS Board to strengthen long-term pension fund sustainability. This policy runs on a four-year cycle with a mid-cycle review after two years. The full review is taking place now.

Application of the CalPERS Funding Risk Mitigation Policy has reduced the discount rate to 6.8% going into the ALM review process. The full effect of this discount rate change will be felt by the City in FY2024. On September 13, 2021, the CalPERS board was presented with candidate portfolios with proposed discount rates. A look at portfolio candidates that were presented to the board are below.

Portfolio	Discount Rate	Projected Return
Current Portfolio: status quo	6.25%	6.2%
Candidate Portfolio A	6.375%	6.4%
Candidate Portfolio B	6.75%	6.8%
Candidate Portfolio C	6.75%	6.8%
Candidate Portfolio D	6.75%	6.8%
Candidate Portfolio E	7.0%	7.0%

These portfolio candidates all range from a low diversification to a more diversified portfolio. Some of the candidate portfolios would require CalPERS investment policy changes and a few of the candidates also include leverage as a part of the portfolio. The final decision on the portfolio candidates will be made by the CalPERS Investment Committee in November 2021.

Future Contribution Sustainability

The sensitivity of the plan as outlined above shows that the discount rate that is applied by CalPERS can greatly impact the City’s employer contribution rates. Normal payroll increases also contribute to pension increases. With budget deficits projected for future years it is imperative to prepare strategies that allow the City to meet these increased costs while minimalizing the impacts to service delivery and maintaining fiscal sustainability.

The City Council has taken some steps to address this. On March 16, 2021, the City Council \$2,500,000 of unassigned fund balance in the General Fund and to bring back options at a later date for a use of these funds. Beginning in FY2020, the City also started to pay its annual UAL payment upfront in July rather than paid monthly to save on interest costs. In FY2022, paying the upfront portion of the UAL payment saved the city \$49,594 in interest costs.

Options to Address Future City Pension Contributions

Keep funds in committed status in General Fund reserve funds.

Pros	Cons
Most flexible – can be accessed for other uses	Fixed income investing only
Can be included in calculation of reserve requirement per City’s policy	Unprotected from creditors and other spending pressures

115 Pension Trust

Pros	Cons
Fixed Income and diversified equity strategies	Irrevocable (for non-pension expenses)
Can be tailored for short or long-term use	
Exclusive benefit/protected from creditors	
Dedicated solely for pension costs	

Additional Discretionary Payments (ADPs) to CalPERS

Pros	Cons
Could have best long-term investment return	Irrevocable decision
	Extra payments cannot be used as future "credit"
	PEPRA prevents contributions from dropping below normal cost
	Still subject to CalPERS investment losses/gains policies and discount rate changes

"Fresh Start" to restructure UAL amortization payments (requires a contract amendment)

Pros	Cons
Less interest and lower long -term payments	Higher short- term payments
	Likely cannot revert to old amortization schedule
	Still subject to CalPERS investment losses/gains policies and discount rate changes

Pension 115 Trusts are a great way to invest funds specifically for pension obligations. However, not all trusts are the same as there are more than 100 established trusts, mostly since 2015. Some of the providers include PARS, PFM and Keenan. Beginning on July 2019, CalPERS started offering the California Employers' Pension Prefunding Trust (CEPPT) effective July 2019. Below are the comparisons between a supplemental trust vs CalPERS.

Supplemental Trust	CalPERS
Flexible	Locked In
Likely lower long-term return	Likely higher long-term return
Investment strategy choice	No investment choice
Does not reduce net pension liability for GASB reporting	Reduced net pension liability for GASB reporting
More visible	More restricted

City staff seeks direction from the City Council to research supplemental 115 pension trust options, consider the CalPERS pension trust, or consider any of the other options that have been listed above. The City Council can also opt to do a combination of the above to address future pension costs.

Fiscal Impact:

The cost to prepare this staff report is estimated to be \$1,218.

Recommended Action:

Discuss the pension liability and its impacts on the budget in future years,
Discuss options to address the liability and projected escalation in pension costs,
and
If there is interest to further consider options to address pension costs, provide guidance to staff.

Attachments:

- A. Pension Cost Analysis dated January 16, 2020 – Bartel Associates, LLC



BARTEL
ASSOCIATES, LLC

**CITY OF BEAUMONT
MISCELLANEOUS AND SAFETY PLANS**

**CalPERS Actuarial Issues – 6/30/18 Valuation
Preliminary Results**

Mary Beth Redding
Bianca Lin, Assistant Vice President
Wai Man Yam, Actuarial Analyst
Bartel Associates, LLC

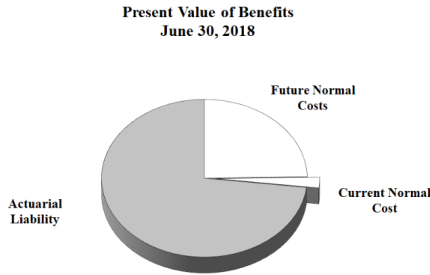
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Historical Information		13
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Safety Plan:		
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Leaving CalPERS		51
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Example of Additional Payments		65



DEFINITIONS

Item 15.



■ PVB - Present Value of all Projected Benefits:

- The value now of amounts due to be paid in the future
- Discounted value (at valuation date - 6/30/18), of all future expected benefit payments based on various (actuarial) assumptions

■ Current Normal Cost (NC):

- Portion of PVB allocated to (or “earned” during) current year
- Value of employee and employer current service benefit

■ Actuarial Liability (AAL):

- Discounted value (at valuation date) of benefits earned through valuation date [value of past service benefit]
- Portion of PVB “earned” at measurement

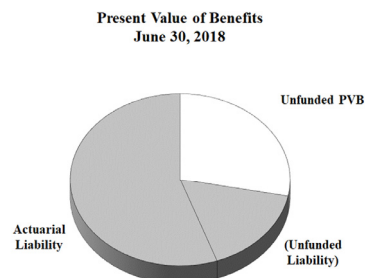
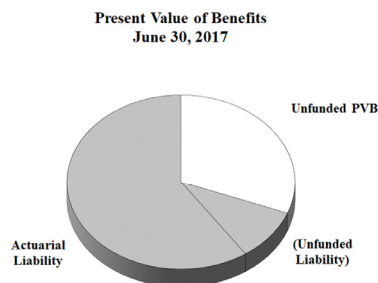


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DEFINITIONS



■ Target- Have money in the bank to cover Actuarial Liability (past service)

■ Unfunded Liability (UAAL or UAL) - Money short of target at valuation date

- If all actuarial assumptions were always exactly met, then the plan assets would always equal AAL
- Any difference is the unfunded (or overfunded) AAL
- Every year, the actuary calculates the difference between the expected UAAL and Actual UAAL. This is a new layer or amortization base
- Each new layer gets amortized (paid off) over a period of time as part of the contribution [rate].



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HOW WE GOT HERE

- Investment Losses
- CalPERS Contribution Policy
- Enhanced Benefits
- Demographics

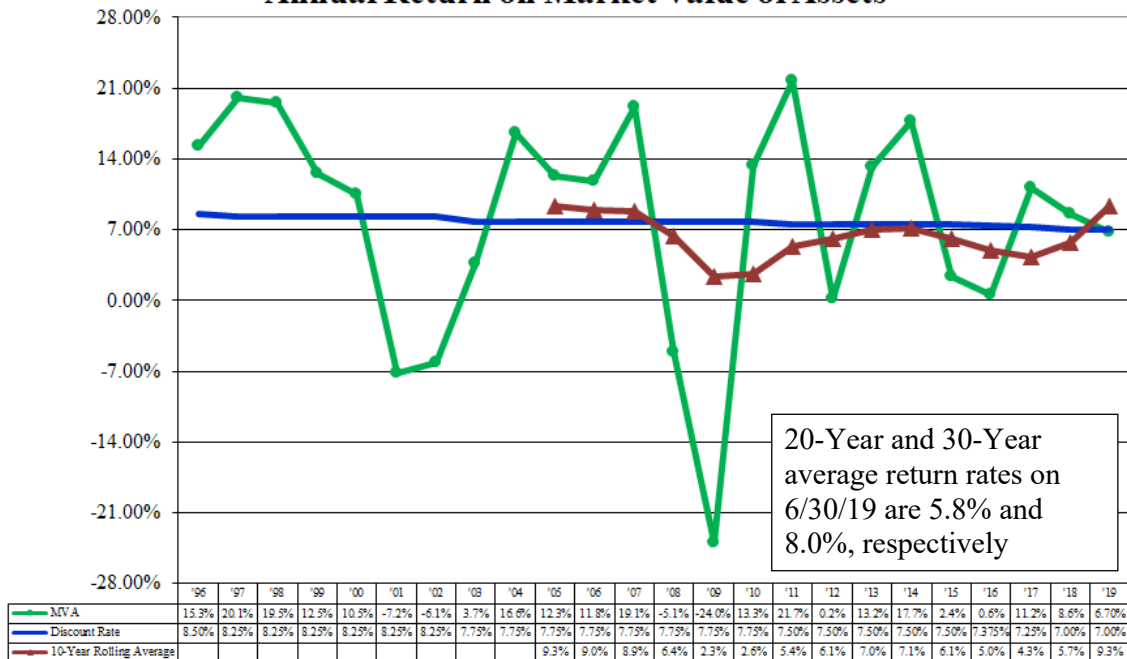


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HOW WE GOT HERE – INVESTMENT RETURN

Annual Return on Market Value of Assets



Returns (after 2001) shown are gross returns, unreduced for administrative expenses. The discount rate is based on expected returns net of administrative expenses.



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HOW WE GOT HERE – OLD CONTRIBUTION POLICY

Item 15.

- Effective with 2003 valuations:
 - Slow (15 year) recognition of investment losses into funded status
 - Rolling 30 year amortization of all (primarily investment) losses

- Designed to:
 - First smooth rates and
 - Second pay off UAL

- Mitigated contribution volatility



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HOW WE GOT HERE – ENHANCED BENEFITS

- At CalPERS, Enhanced Benefits implemented using all (future & prior) service
- Typically not negotiated with cost sharing
- City of Beaumont

	Tier 1	PEPRA
● Miscellaneous	3%@60 FAE1	2%@62 FAE3
● Safety Police	3%@50 FAE1	2.7%@57 FAE3

- Note:
 - FAE1 is highest one year (typically final) average earnings
 - FAE3 is highest three years (typically final three) average earnings
- PEPRA tier implemented for new employees hired after 1/1/13
 - Employee pays half of total normal cost
 - 2019 Compensation limit
 - Social Security participants: \$124,180
 - Non-Social Security participants: \$149,016



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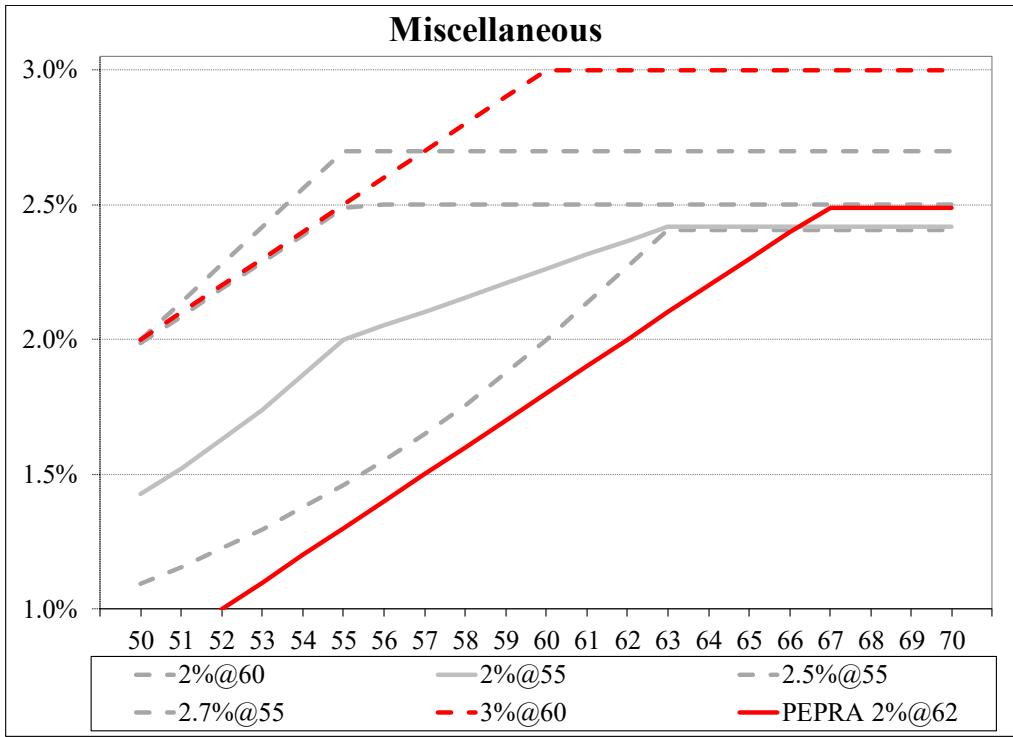
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HOW WE GOT HERE – ENHANCED BENEFITS

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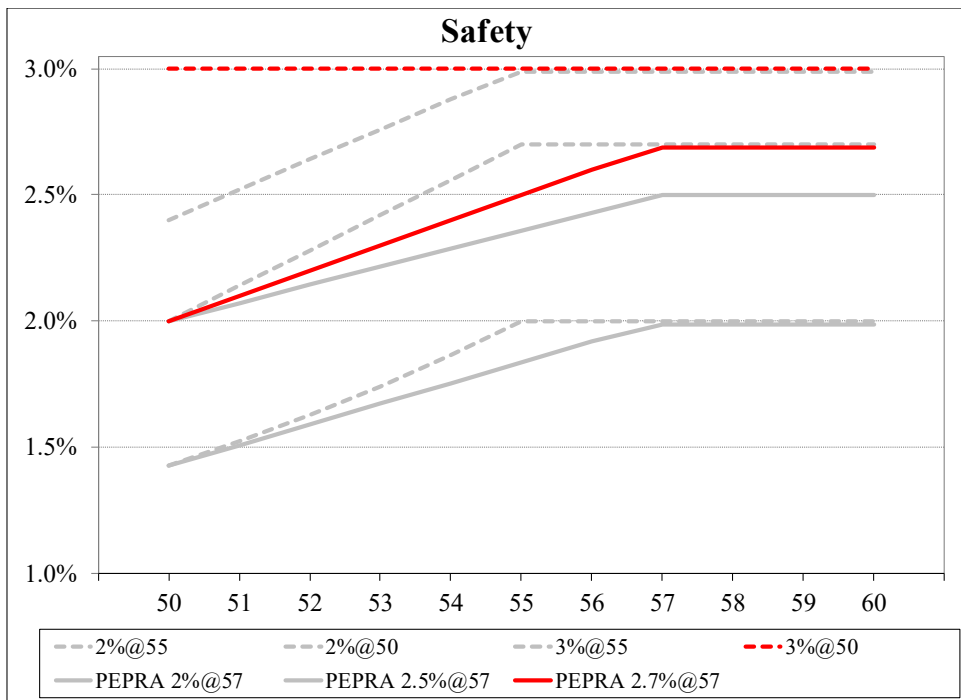


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HOW WE GOT HERE – ENHANCED BENEFITS



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HOW WE GOT HERE – DEMOGRAPHIC

Item 15.

- Around the State
 - Large retiree liability compared to actives
 - State average: 56% for Miscellaneous, 65% for Safety
 - Declining active population and increasing number of retirees
 - Higher percentage of retiree liability increases contribution volatility

- City of Beaumont percentage of liability belonging to retirees:
 - Miscellaneous 39%
 - Safety 56%



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CALPERS CHANGES

- Recent contribution policy changes:
 - No asset smoothing
 - No rolling amortization
 - 5-year ramp up
- February 2018: CalPERS adopted new amortization policy
 - Applies only to newly established amortization bases
 - Fixed dollar amortization rather than % pay
 - Amortize gains/losses over 20 rather than 30 years
 - 5-year ramp up (not down) for investment gains and losses
 - No ramp up/down for other amortization bases
 - Minimizes total interest paid over time and pays off UAL faster
 - Effective June 30, 2019 valuation for 2021/22 contributions

- CalPERS Board changed the discount rate:

	<u>Rate</u>	<u>Initial Impact</u>	<u>Full Impact</u>
● 6/30/16 valuation	7.375%	18/19	22/23
● 6/30/17 valuation	7.25%	19/20	23/24
● 6/30/18 valuation	7.00%	20/21	24/25



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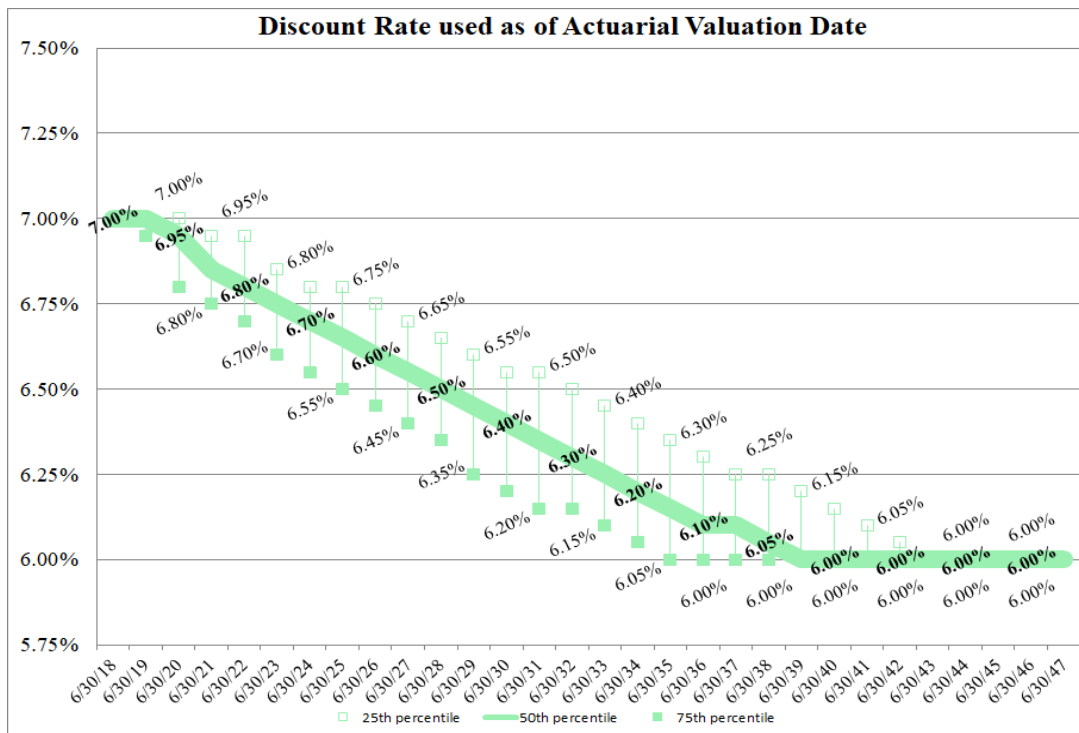
CALPERS CHANGES

■ Risk Mitigation Strategy

- Move to more conservative investments over time to reduce volatility
- Only when investment return is better than expected
- Lower discount rate in concert
- Essentially use ≈50% of investment gains to pay for cost increases
- Likely get to 6.0% discount rate over 20+ years
- Risk mitigation suspended from 6/30/16 to 6/30/18 valuation
- Did not trigger for 6/30/19 valuation



CALPERS CHANGES



SUMMARY OF DEMOGRAPHIC INFORMATION - MISCELLANEOUS

Item 15.

	2012	2015	2017	2018
Actives				
■ Counts	101	92	83	100
■ Average PERSable Wages	\$ 56,200	\$ 64,500	\$ 60,900	\$ 64,800
■ Total PERSable Wages	5,700,000	5,900,000	5,100,000	6,500,000
Inactive Members				
■ Counts				
• Transferred	17	13	17	16
• Separated	27	31	40	45
• Receiving Payments	54	57	66	68

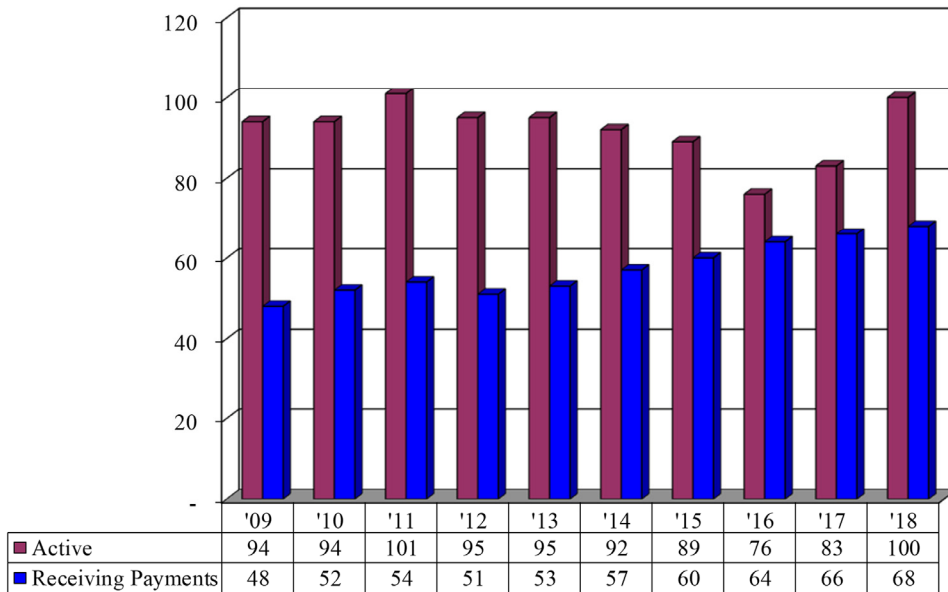


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SUMMARY OF DEMOGRAPHIC INFORMATION - MISCELLANEOUS



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PLAN FUNDED STATUS - MISCELLANEOUS

Item 15.

	<u>June 30, 2017</u>	<u>June 30, 2018</u>
■ Actuarial Accrued Liability		
● Active	\$14,600,000	\$17,700,000
● Retiree	12,600,000	12,800,000
● Inactive	<u>2,000,000</u>	<u>2,600,000</u>
● Total	29,200,000	33,100,000
■ Assets	<u>22,600,000</u>	<u>25,300,000</u>
■ Unfunded Liability	6,600,000	7,800,000
■ Funded Ratio	77.5%	76.5%
■ Average funded ratio for CalPERS Public Agency Miscellaneous Plans	72.7%	71.8%



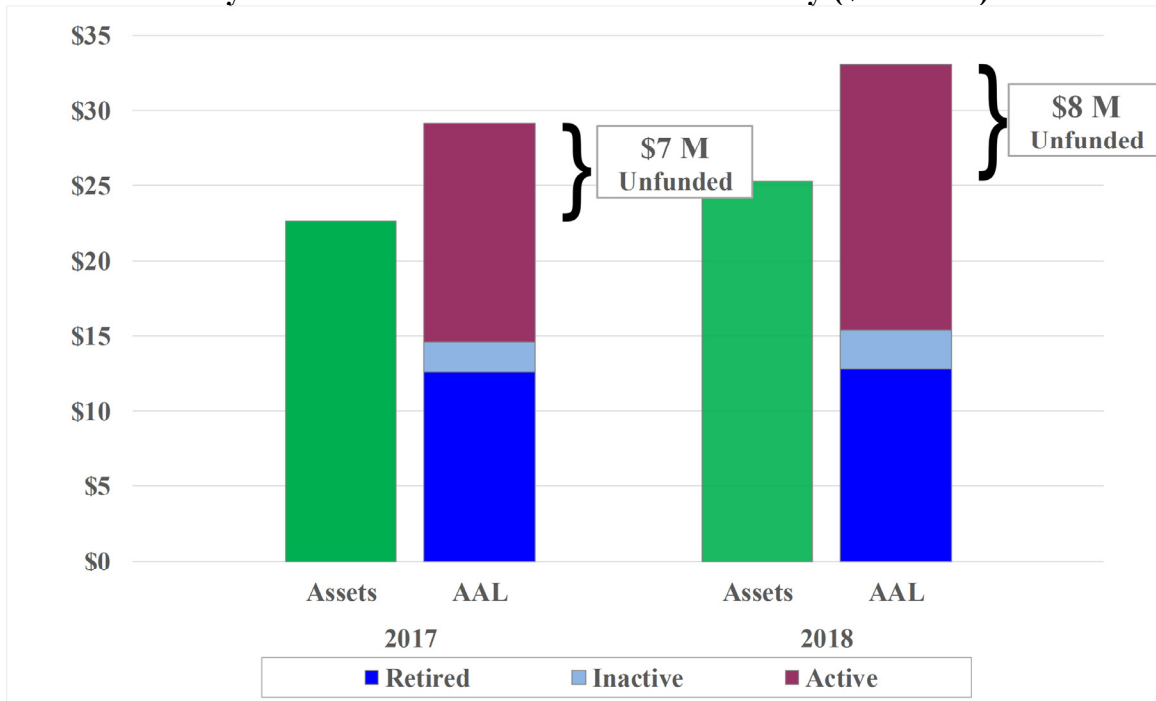
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PLAN FUNDED STATUS - MISCELLANEOUS

City CalPERS Assets and Actuarial Liability (\$Millions)



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PLAN FUNDED STATUS - MISCELLANEOUS

Item 15.

Discount Rate Sensitivity
June 30, 2018

	Discount Rate		
	<u>7.00%</u>	<u>6.50%¹</u>	<u>6.00%</u>
AAL	\$33,100,000	\$35,800,000	\$38,400,000
Assets	<u>25,300,000</u>	<u>25,300,000</u>	<u>25,300,000</u>
Unfunded Liability	7,800,000	10,500,000	13,100,000
Funded Ratio	76.5%	70.7%	65.9%

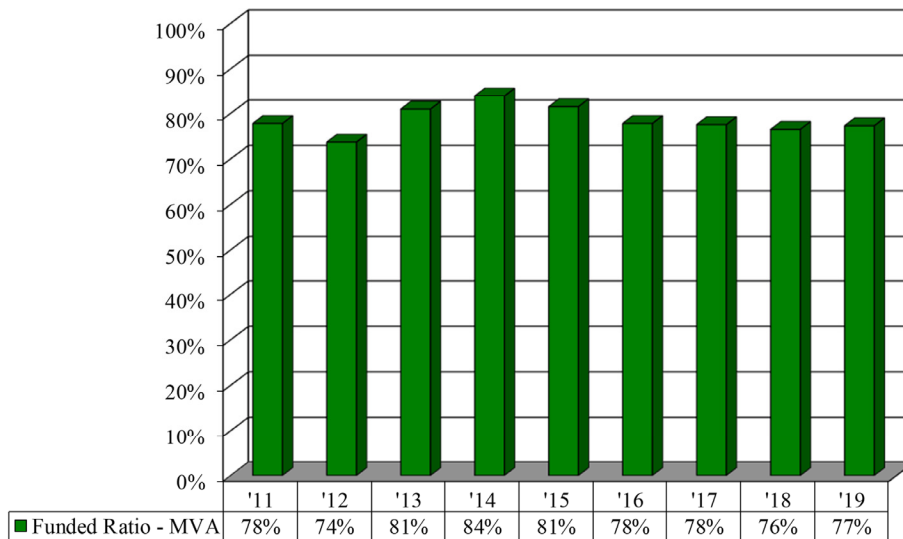
¹ Estimated by Bartel Associates.



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FUNDED RATIO - MISCELLANEOUS



6/30/19 funded status estimated

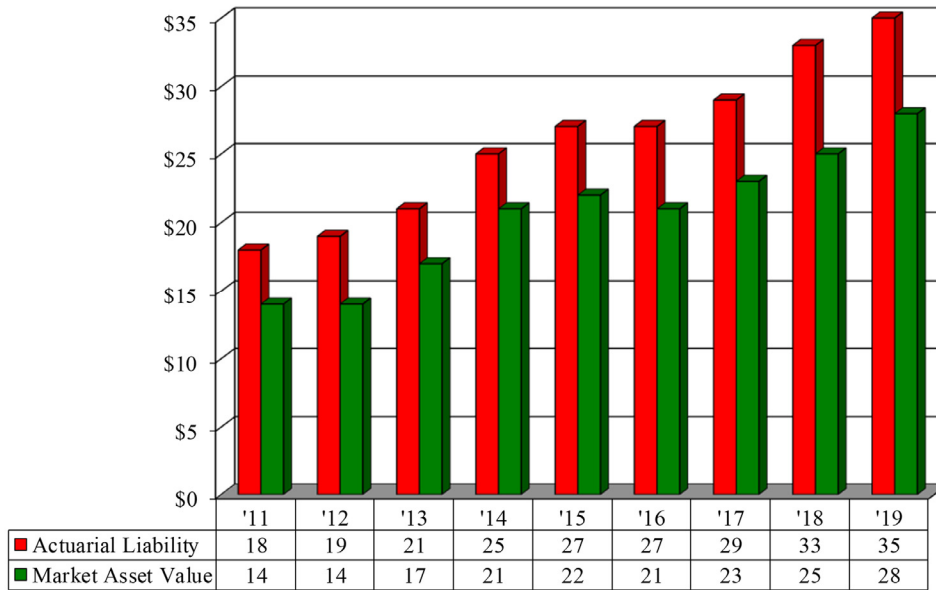


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FUNDED STATUS (MILLIONS) - MISCELLANEOUS

Item 15.



6/30/19 funded status estimated

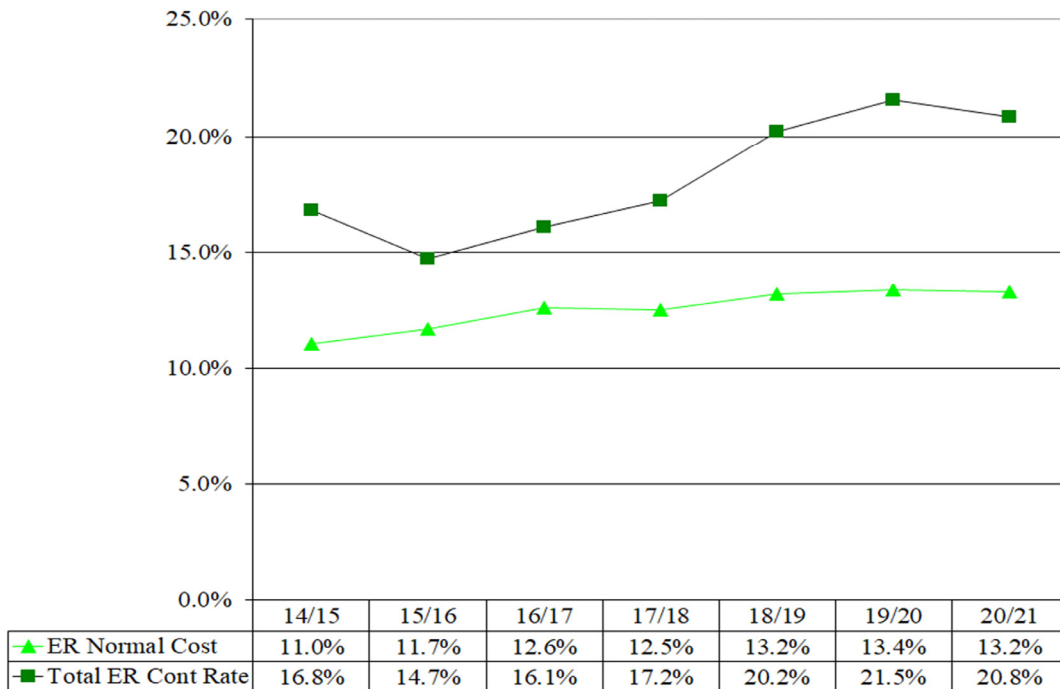


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CONTRIBUTION RATES - MISCELLANEOUS



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CONTRIBUTION RATES - MISCELLANEOUS

Item 15.

	6/30/18 Valuation		
	2020/2021 Contribution Rates		
	<u>Total²</u>	<u>Tier 1</u>	<u>PEPRA</u>
		3%<u>@60</u>	2%<u>@62</u>
■ Base Total Normal Cost	20.2%	22.5%	14.5%
■ 1 year final average pay	<u>0.5%</u>	<u>0.7%</u>	-
■ Total Normal Cost	20.7%	23.2%	14.5%
■ Risk Pool EE Contr. Rate	<u>7.5%</u>	<u>7.8%</u>	<u>6.8%</u>
■ ER Normal Cost	13.2%	15.4%	7.7%
■ Amortization Bases	7.6%	10.4%	0.6%
■ Amortization of Side Fund	-	-	-
■ Total ER Contribution	20.8%	25.8%	8.4%
■ Employee counts	100	69	31
■ Employee payroll (in 000's)	\$ 7,026	\$ 5,026	\$ 2,000
■ Total ER Contribution \$ (in 000's)	\$ 1,465	\$ 1,297	\$ 167

² Weighting of total contribution based on projected classic and PEPRA payrolls



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CONTRIBUTION RATES - MISCELLANEOUS

	<u>6/30/17</u>	<u>6/30/18</u>
	<u>2019/2020</u>	<u>2020/2021</u>
■ Total Normal Cost	21.0%	20.7%
■ Employee Normal Cost	<u>7.6%</u>	<u>7.5%</u>
■ Employer Normal Cost	13.4%	13.2%
■ Amortization Payments	<u>8.2%</u>	<u>7.6%³</u>
■ Total Employer Contribution Rate	21.5%	20.8%
■ 2019/20 Employer Contribution Rate		21.5%
● Payroll > Expected		(2.0%)
● 6/30/14 Assumption Change (5 th Year)		0.5%
● 6/30/16 Discount Rate Change (3 rd Year)		0.2%
● 6/30/17 Discount Rate & Inflation (2 nd Year)		0.2%
● 6/30/18 Discount Rate change (1 st Year)		0.2%
● Other (Gains)/Losses		<u>0.2%</u>
■ 2020/21 Employer Contribution Rate		20.8%

³ Equivalent to 6.5% of UAL. One year, 7% interest on the UAL is 8.2% of payroll.



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CONTRIBUTION PROJECTIONS - MISCELLANEOUS

Item 15.

- Market Value Investment Return:
 - June 30, 2019 6.7%⁴
 - Future returns based on stochastic analysis using 1,000 trials
- | <u>Single Year Returns at⁵</u> | <u>25th Percentile</u> | <u>50th Percentile</u> | <u>75th Percentile</u> |
|---|-----------------------------------|-----------------------------------|-----------------------------------|
| Current Investment Mix | 0.1% | 7.0% | 14.8% |
| Ultimate Investment Mix | 0.8% | 6.0% | 11.4% |
- Assumes investment returns will, generally be 6.5% (as compared to 7.0%) over the next 9 years and higher beyond that.
- Discount Rate decreases due to Risk Mitigation policy
 - No Other: Gains/Losses, Method/Assumption Changes, Benefit Improvements
 - Different from CalPERS projection

⁴ Gross return based on July 2019 CalPERS press release

⁵ Nth percentile means N percentage of our trials result in returns lower than the indicated rates.



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CONTRIBUTION PROJECTIONS - MISCELLANEOUS

- New hire assumptions:
 - 92.5% of 2019/20 new hires are PEPRAs and 7.5% are Classic members
 - Percentage of PEPRAs member future hires to increase from 92.5% to 100% over 3 years



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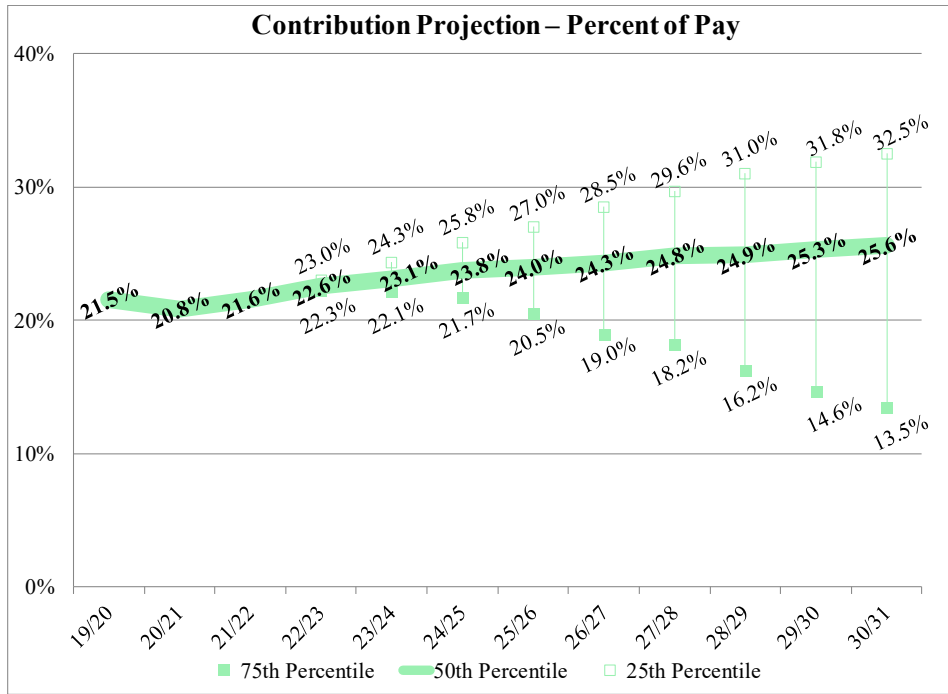
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CONTRIBUTION PROJECTIONS - MISCELLANEOUS

Item 15.

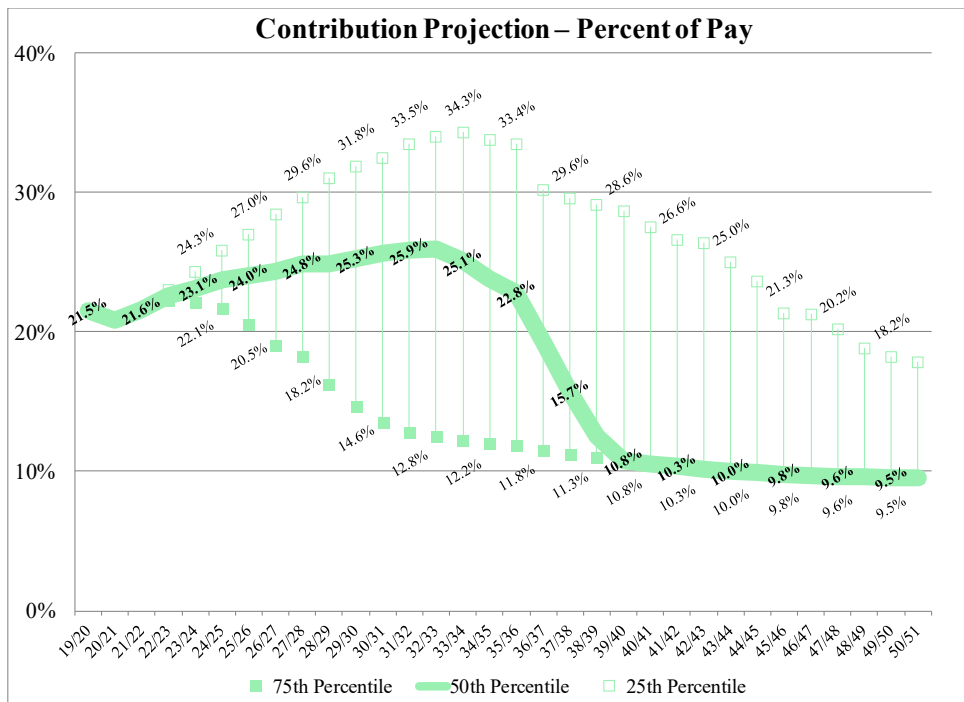


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CONTRIBUTION PROJECTIONS - MISCELLANEOUS



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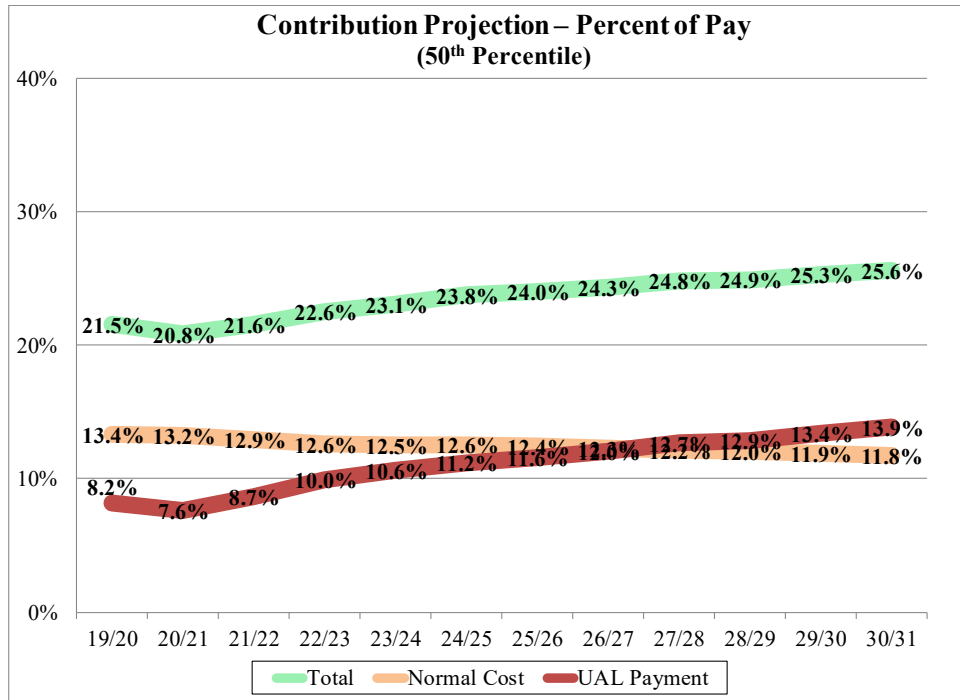
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CONTRIBUTION PROJECTIONS - MISCELLANEOUS

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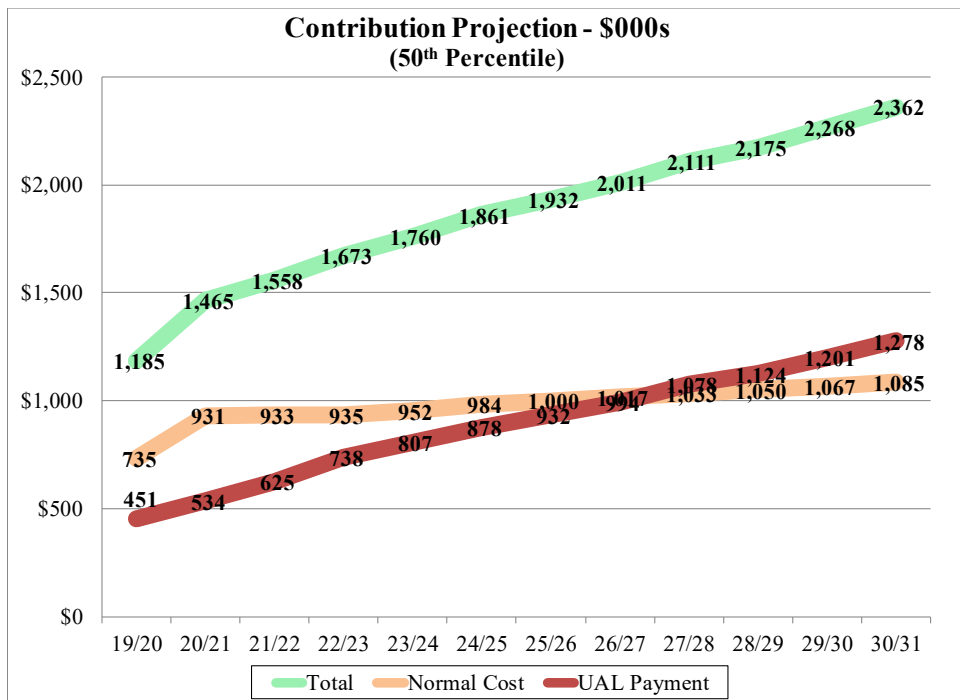


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CONTRIBUTION PROJECTIONS - MISCELLANEOUS



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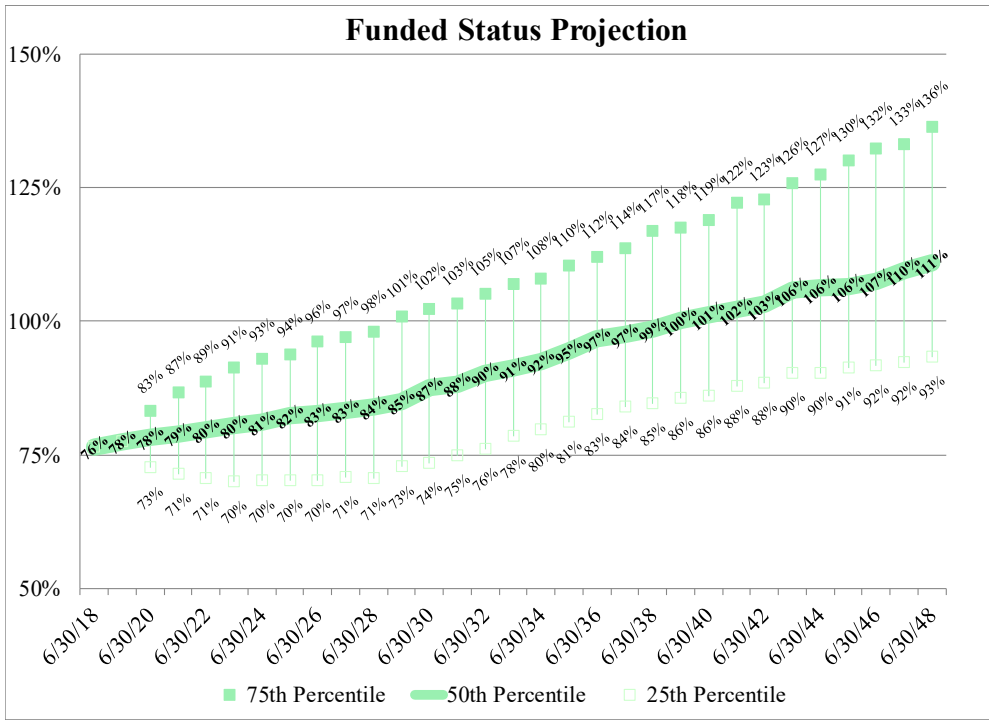
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FUNDED STATUS - MISCELLANEOUS

Item 15.



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FUNDED STATUS - MISCELLANEOUS

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SUMMARY OF DEMOGRAPHIC INFORMATION - SAFETY

Item 15.

	2011	2014	2017	2018
Actives				
■ Counts	58	43	39	41
■ Average PERSable Wages	\$ 93,600	\$ 98,400	\$ 99,000	\$ 100,400
■ Total PERSable Wages	5,400,000	4,200,000	3,900,000	4,100,000
Inactive Members				
■ Counts				
• Transferred	19	21	22	22
• Separated	11	13	14	15
• Receiving Payments	41	50	54	54

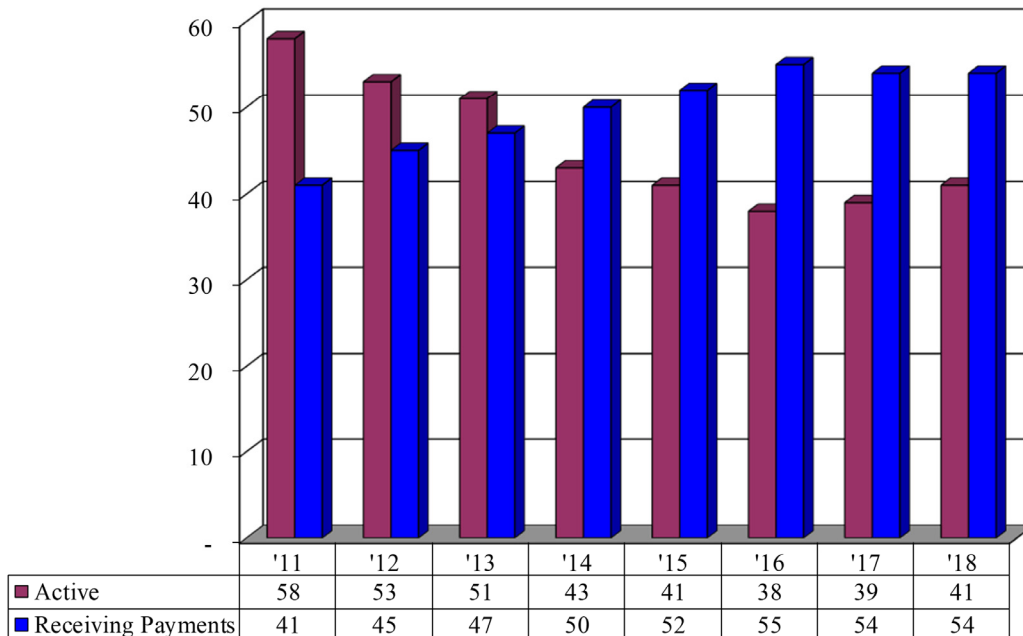


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SUMMARY OF DEMOGRAPHIC INFORMATION - SAFETY



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PLAN FUNDED STATUS - SAFETY

Item 15.

	<u>June 30, 2017</u>	<u>June 30, 2018</u>
■ Actuarial Accrued Liability		
● Active	\$12,700,000	\$14,700,000
● Retiree	22,600,000	24,300,000
● Inactive	<u>3,600,000</u>	<u>4,300,000</u>
● Total	38,900,000	43,300,000
■ Assets	<u>29,100,000</u>	<u>32,100,000</u>
■ Unfunded Liability	9,800,000	11,200,000
■ Funded Ratio	74.8%	74.1%
■ Average funded ratio for CalPERS Public Agency Safety Plans	69.4%	68.3%



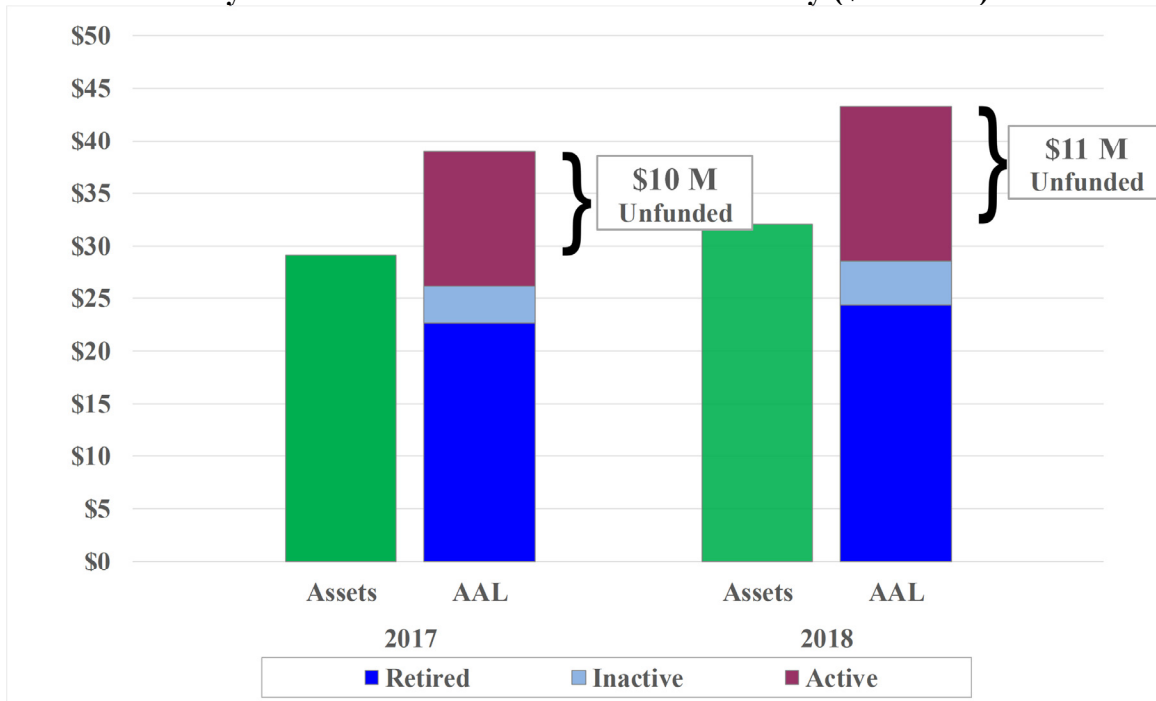
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PLAN FUNDED STATUS - SAFETY

City CalPERS Assets and Actuarial Liability (\$Millions)



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Discount Rate Sensitivity
June 30, 2018

	Discount Rate		
	<u>7.00%</u>	<u>6.50%⁶</u>	<u>6.00%</u>
AAL	\$43,300,000	\$46,700,000	\$50,000,000
Assets	<u>32,100,000</u>	<u>32,100,000</u>	<u>32,100,000</u>
Unfunded Liability	11,200,000	14,600,000	17,900,000
Funded Ratio	74.1%	68.7%	64.2%

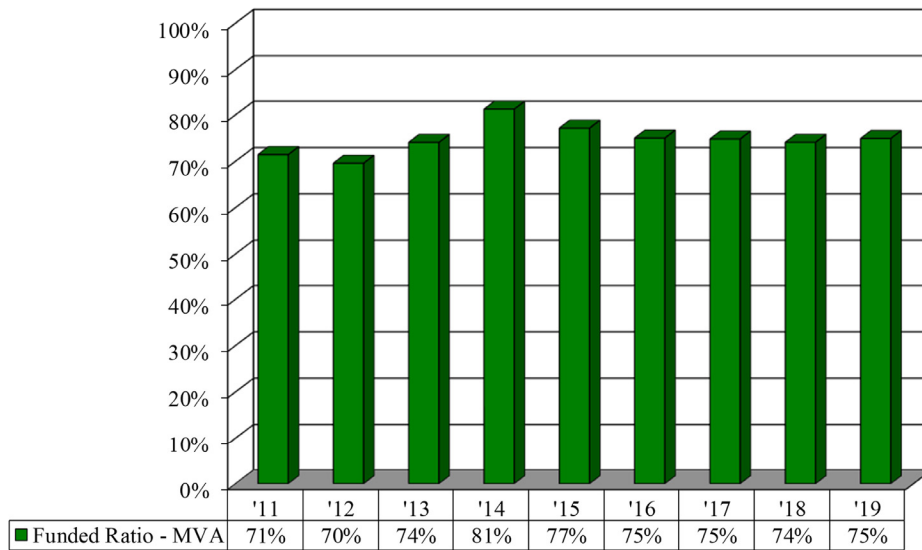
⁶ Estimated by Bartel Associates.



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FUNDED RATIO - SAFETY



6/30/19 funded status estimated

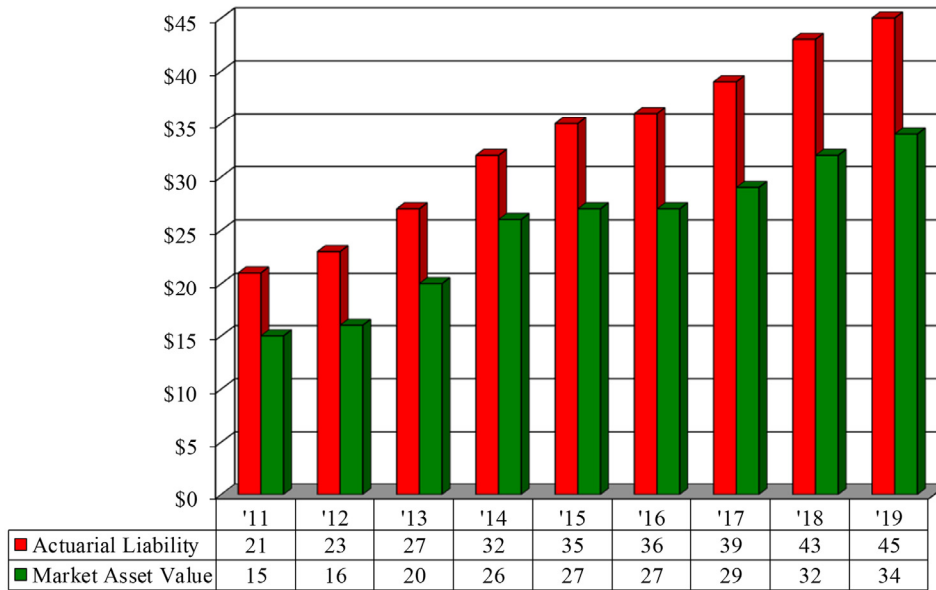


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FUNDED STATUS (MILLIONS) - SAFETY

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6/30/19 funded status estimated

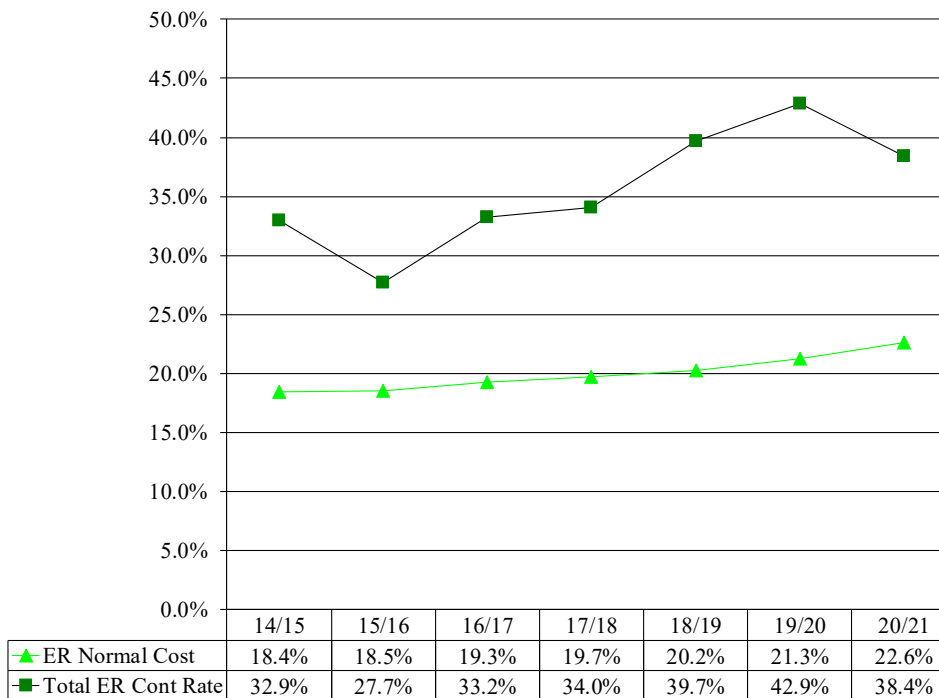


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CONTRIBUTION RATES - SAFETY



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CONTRIBUTION RATES - SAFETY

	6/30/18 Valuation		
	2020/2021 Contribution Rates		
	<u>Total</u>⁷	<u>Tier 1</u>	<u>PEPRA</u>
		3%<u>@50</u>	2.7%<u>@57</u>
■ Base Total Normal Cost	30.9%	31.4%	26.0%
■ 1 year final average pay	<u>1.1%</u>	<u>1.2%</u>	<u>-</u>
■ Total Normal Cost	32.0%	32.7%	26.0%
■ Risk Pool EE Contr. Rate	9.4%	9.0%	13.0%
■ ER Normal Cost	22.6%	23.7%	13.0%
■ Amortization Bases	15.8%	17.4%	1.4%
■ Amortization of Side Fund	<u>-</u>	<u>-</u>	<u>-</u>
■ Total ER Contribution	38.4%	41.0%	14.4%
■ Employee counts	41	35	6
■ Employee payroll (in 000's)	\$ 4,466	\$ 4,030	\$ 436
■ Total ER Contribution \$ (in 000's)	\$ 1,715	\$ 1,652	\$ 63

⁷ Weighting of total contribution based on projected classic and PEPRA payrolls



CONTRIBUTION RATES - SAFETY

	<u>6/30/17</u>	<u>6/30/18</u>
	<u>2019/2020</u>	<u>2020/2021</u>
■ Total Normal Cost	30.5%	32.0%
■ Employee Normal Cost	<u>9.2%</u>	<u>9.4%</u>
■ Employer Normal Cost	21.3%	22.6%
■ Amortization Payments	<u>21.6%</u>	<u>15.8%⁸</u>
■ Total Employer Contribution Rate	42.9%	38.4%
■ 2019/20 Employer Contribution Rate		42.9%
● Payroll > Expected		(0.7%)
● 6/30/14 Assumption Change (5 th Year)		0.9%
● 6/30/16 Discount Rate Change (3 rd Year)		0.3%
● 6/30/17 Discount Rate & Inflation (2 nd Year)		0.4%
● 6/30/18 Discount Rate change (1 st Year)		2.0%
● Side fund base drop off		<u>(7.4%)</u>
■ 2020/21 Employer Contribution Rate		38.4%

⁸ Equivalent to 6.3% of UAL. One year 7% interest in the UAL is 17.6% of payroll



CONTRIBUTION PROJECTIONS - SAFETY

Item 15.

- Market Value Investment Return:
 - June 30, 2019 6.7%⁹
 - Future returns based on stochastic analysis using 1,000 trials
- | <u>Single Year Returns at</u> ¹⁰ | <u>25th Percentile</u> | <u>50th Percentile</u> | <u>75th Percentile</u> |
|---|-----------------------------------|-----------------------------------|-----------------------------------|
| Current Investment Mix | 0.1% | 7.0% | 14.8% |
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- Discount Rate decreases due to Risk Mitigation policy
 - No Other: Gains/Losses, Method/Assumption Changes, Benefit Improvements
 - Different from CalPERS projection

⁹ Gross return based on July 2019 CalPERS press release.

¹⁰ Nth percentile means N percentage of our trials result in returns lower than the indicated rates.



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CONTRIBUTION PROJECTIONS - SAFETY

- New hire assumptions:
 - 92.5% of 2019/20 new hires are PEPRAs and 7.5% are Classic members
 - Percentage of PEPRAs member future hires to increase from 92.5% to 100% over 3 years



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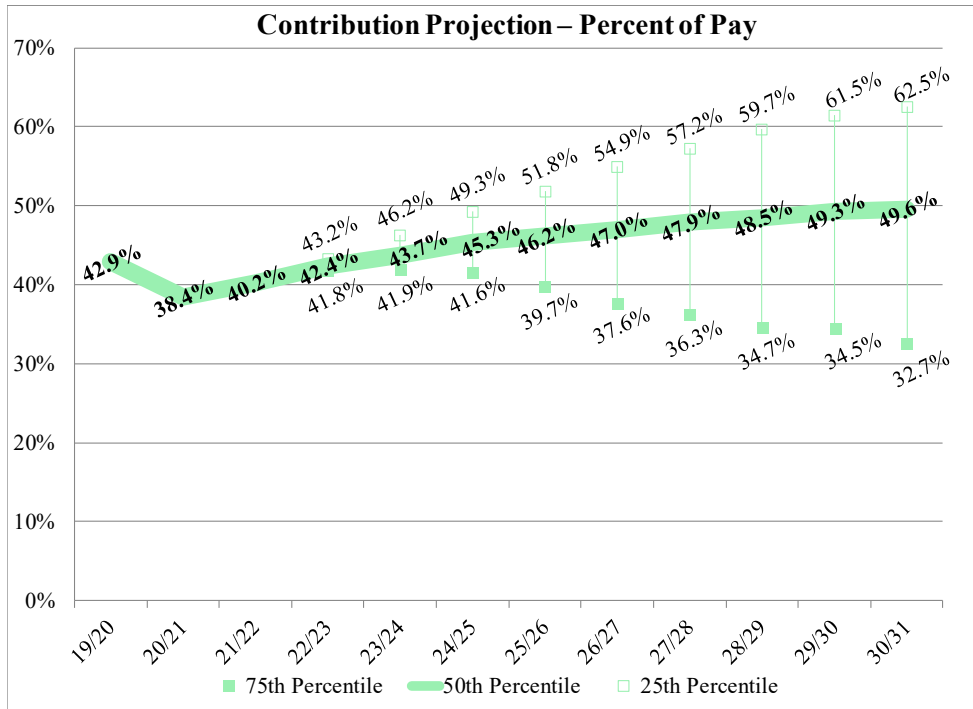
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CONTRIBUTION PROJECTIONS - SAFETY

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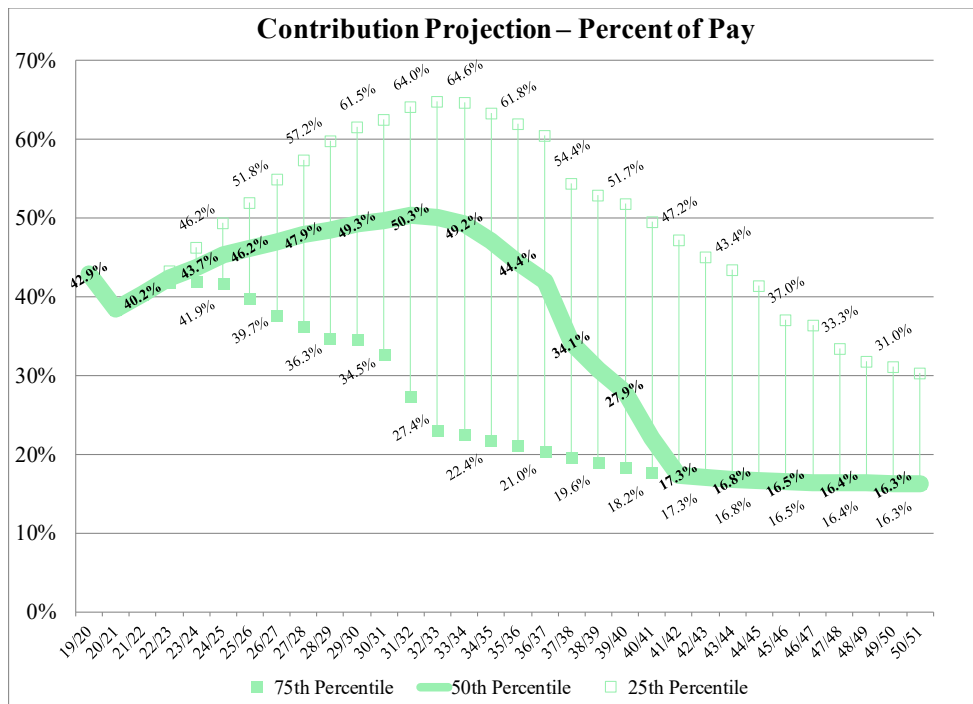


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CONTRIBUTION PROJECTIONS - SAFETY



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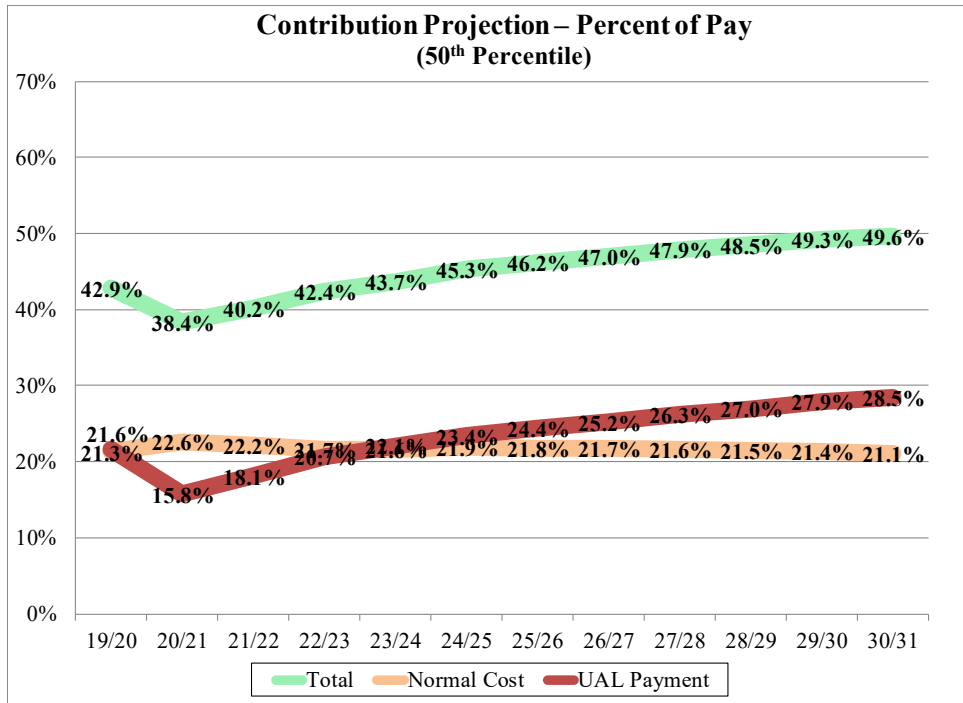
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CONTRIBUTION PROJECTIONS - SAFETY

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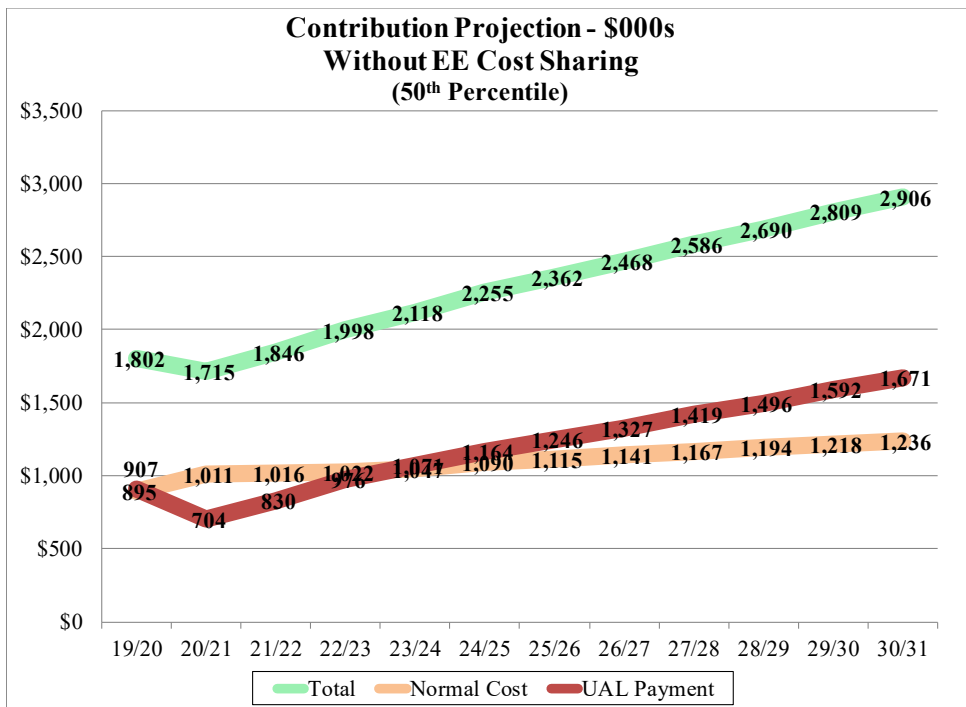


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CONTRIBUTION PROJECTIONS - SAFETY



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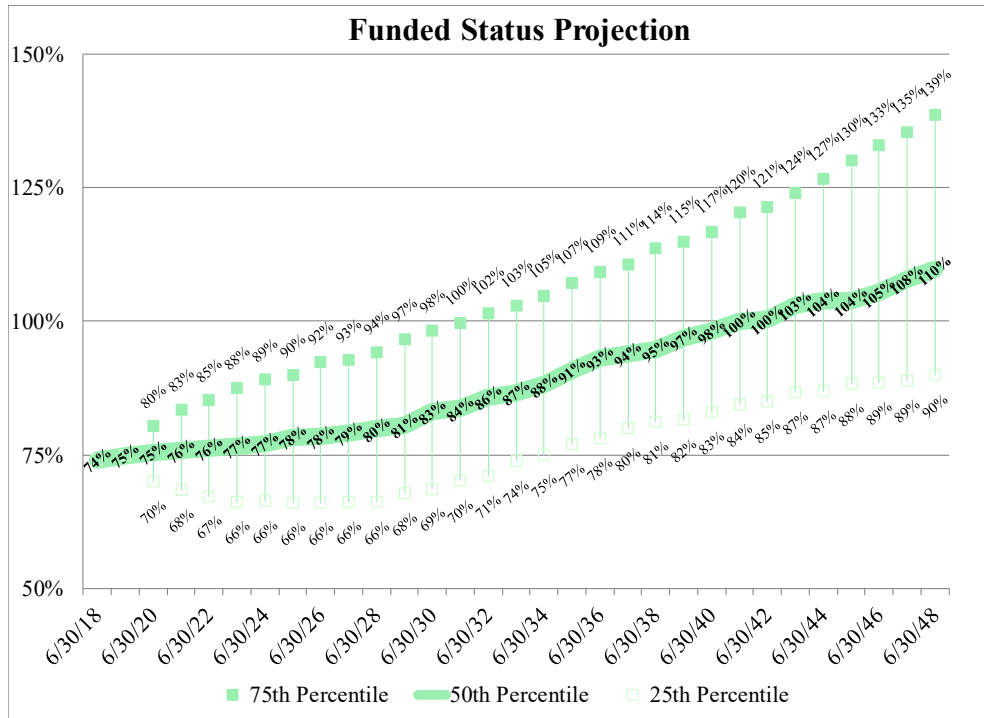
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FUNDED STATUS - SAFETY

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FUNDED STATUS - SAFETY

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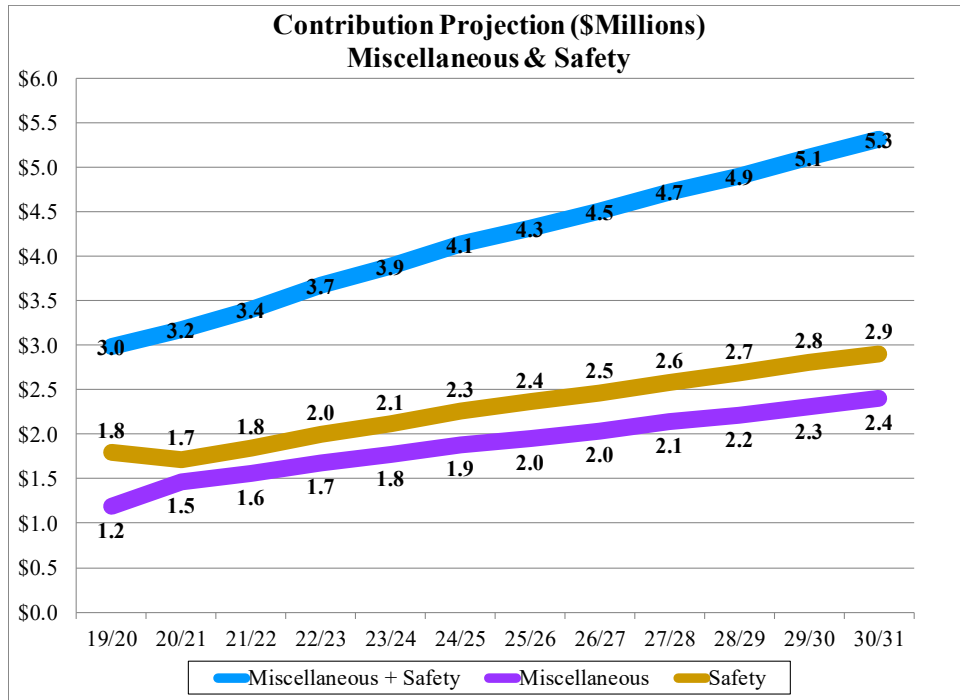


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COMBINED MISCELLANEOUS AND SAFETY

Item 15.



January 16, 2020



COMBINED MISCELLANEOUS AND SAFETY

Funded Status Summary on June 30, 2018
(Amounts in \$Millions)

	Miscellaneous	Safety	Total
■ AAL	\$ 33.1	\$ 43.3	\$ 76.4
■ Assets	<u>25.3</u>	<u>32.1</u>	<u>57.4</u>
■ Unfunded AAL	7.8	11.2	19.0
■ Funded Ratio	76.5%	74.1%	75.1%



January 16, 2020



LEAVING CALPERS

Item 15.

- Participation in CalPERS is governed by State law and CalPERS rules
- The following are considered “withdrawing” from CalPERS:
 - Exclude new hires from CalPERS & giving them a different pension
 - Stop accruing benefits for current employees
- “Withdrawal” from CalPERS:
 - Treated as plan termination
 - Liability increased for conservative investments
 - Liability increased for future demographic fluctuations
 - Liability must be funded immediately by withdrawing agency
 - Otherwise, retiree benefits are cut



January 16, 2020

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LEAVING CALPERS

CalPERS Termination Estimates on June 30, 2018 (Amounts in Millions)

Discount Rate	Ongoing Plan	Termination Basis	
	7.00%	2.5%	3.25%
Miscellaneous			
Actuarial Accrued Liability	\$ 33	\$ 60	\$ 53
Assets	<u>25</u>	<u>25</u>	<u>25</u>
Unfunded AAL (UAAL)	8	35	28
Safety			
Actuarial Accrued Liability	\$ 43	\$ 81	\$ 72
Assets	<u>32</u>	<u>32</u>	<u>32</u>
Unfunded AAL (UAAL)	11	49	40
Total			
Unfunded AAL (UAAL)	19	84	68
Funded Ratio	75.1%	40.4%	45.6%



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PEPRA COST SHARING

- Target of 50% of total normal cost paid by all employees
- *PEPRA members* must pay greater of 50% of total normal cost or bargained amount if higher
- Employer cannot pay any part of *PEPRA member* required employee contributions
- Employer may impose current employees pay 50% of total normal cost (limited to 8% of pay for Miscellaneous and 12% for Safety) if not agreed through collective bargaining by 1/1/18
- Miscellaneous Plan 2020/21:

	<u>Classic Members</u>	<u>New Members</u>
	Tier 1	PEPRA
	<u>3%@60 FAE1</u>	<u>2%@62 FAE3</u>
● Employer Normal Cost	15.4%	7.73%
● Member Normal Cost	<u>8.0%</u>	<u>6.75%</u>
● Total Normal Cost	23.4%	14.48%
● 50% Target	11.7%	7.24%



PEPRA COST SHARING

- Safety Plan 2020/21:

	<u>Classic Members</u>	<u>New Members</u>
	Tier 1	PEPRA
	<u>3%@50 FAE1</u>	<u>2.7%@57 FAE3</u>
● Employer Normal Cost	23.7%	13.04%
● Member Normal Cost	<u>9.0%</u>	<u>13.00%</u>
● Total Normal Cost	32.7%	26.04%
● 50% Target	16.4%	13.02%

- PEPRA Member Contributions:

Group	2019/20		2020/21			
	Total NC (Basis)	Member Rate	Total Normal Cost	Change	Member Rate	Method
Miscellaneous	13.74%	6.75%	14.48%	0.75%	6.75%	Risk Pool Basis
Safety	24.14%	12.00%	26.04%	1.90%	13.00%	Risk Pool Basis



- Where do you get the money from?
- How do you use the money?



WHERE DO YOU GET THE MONEY FROM?

- POB:
 - Usually thought of as interest arbitrage between expected earnings and rate paid on POB
 - No guaranteed savings
 - PEPRA prevents contributions from dropping below normal cost
 - Savings offset when investment return is good
 - GFOA Advisory
- Borrow from General Fund similar to State
- One time payments
 - Governing body resolution to use a portion of one time money, e.g.
 - 1/3 to one time projects
 - 1/3 to replenish reserves and
 - 1/3 to pay down unfunded liability



HOW DO YOU USE THE MONEY?

Item 15.

- Internal Service Fund
 - Typically used for rate stabilization
 - Restricted investments:
 - Likely low (0.5%-1.0%) investment returns
 - Short term/high quality, designed for preservation of principal
 - Assets can be used by governing body for other purposes
 - Does not reduce Unfunded Liability



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HOW DO YOU USE THE MONEY?

- Make payments directly to CalPERS:
 - Likely best long-term investment return
 - Must be considered an irrevocable decision
 - Extra payments cannot be used as future “credit”
 - PEPRA prevents contributions from dropping below normal cost
 - Option #1: Request shorter amortization period (Fresh Start):
 - Higher short term payments
 - Less interest and lower long term payments
 - Likely cannot revert to old amortization schedule
 - Savings offset when investment return is good (PEPRA)



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- Make payments directly to CalPERS (continued):
 - Option #2: Target specific amortization bases:
 - Extra contribution's impact muted by reduced future contributions
 - CalPERS can't track the "would have been" contribution
 - Must continually make payments larger than required in order to pay down UAL faster
 - No guaranteed savings
 - Larger asset pool means larger loss (or gain) opportunity
 - Paying off shorter amortization bases: larger contribution savings over shorter period:
 - e.g. 10 year base reduces contribution 11.9¢ for \$1
 - Less interest savings vs paying off longer amortization bases
 - Paying off longer amortization bases: smaller contribution savings over longer period:
 - e.g. 25 year base reduces contribution 6.2¢ for \$1
 - More interest savings vs paying off shorter amortization bases



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IRREVOCABLE SUPPLEMENTAL (§115) PENSION TRUST

Item 15.

- Can only be used to:
 - Reimburse City for CalPERS contributions
 - Make payments directly to CalPERS
- Investments significantly less restricted than City investment funds
 - Fiduciary rules govern Trust investments
 - Usually, designed for long term returns
- Assets don't count for GASB accounting
 - Are considered Employer assets
- Over 100 trusts established, mostly since 2015
 - Trust providers: PARS, PFM, Keenan
 - California Employers' Pension Prefunding Trust (CEPPT) effective July 2019
 - Strategy 1: Expected Return 5% (48 stocks / 52% bonds)
 - Strategy 2: Expected Return 4% (22% stocks / 78% bonds)



January 16, 2020

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IRREVOCABLE SUPPLEMENTAL (§115) PENSION TRUST

- More flexibility than paying CalPERS directly
 - City decides if and when and how much money to put into Trust
 - City decides if and when and how much to withdraw to pay CalPERS or reimburse Agency
- Funding strategies typically focus on
 - Reducing the unfunded liability
 - Fund enough to make total CalPERS UAL = 0
 - Make PEPRAs required payments from Trust when overfunded
 - Stabilizing contribution rates
 - Mitigate expected contribution rates to better manage budget
 - Combination
 - Use funds for rate stabilization/budget predictability
 - Target increasing fund balance to pay off UAL sooner



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- Consider:
 - How much can you put into Trust?
 - Initial seed money?
 - Additional amounts in future years?
 - When do you take money out?
 - Target budget rate?
 - Year target budget rate kicks in?
 - Before or after CalPERS rate exceeds budgeted rate?



COMPARISON OF OPTIONS

- | | |
|--|--|
| <ul style="list-style-type: none">■ Supplemental Trust<ul style="list-style-type: none">● Flexible● Likely lower long-term return● Investment strategy choice● Does not reduce net pension liability for GASB reporting● More visible | <ul style="list-style-type: none">■ CalPERS<ul style="list-style-type: none">● Locked In● Likely higher long-term return● No investment choice● Reduces net pension liability for GASB reporting● More restricted |
|--|--|



EXAMPLE OF ADDITIONAL PAYMENTS

Direct Payment to CalPERS

- Following example illustrates additional contribution of:
 - \$2 million to CalPERS in September 2020
 - \$500,000 for 5 years, beginning in FY 2020/21
 - Contributions allocated to 2 plans based on UAL, 41% and 59% allocated to Miscellaneous and Safety plan respectively
- Miscellaneous
 - Long Base: 2018 Non-Asset Gain/Loss (30 years remaining) and 2016 Gain/Loss (28 years remaining)
 - Short Base: Share of Pre-2013 Pool UAL (16 years remaining)
- Safety
 - Long Base: 2018 Non-Asset Gain/Loss (30 years remaining), 2017 Non-Asset Gain/Loss (29 years remaining) and 2016 Asset Gain/Loss (28 years remaining)
 - Short Base: Share of Pre-2013 Pool UAL (17 years remaining) and 2014 Assumption Change (16 years remaining)



EXAMPLE OF ADDITIONAL PAYMENTS

Direct Payment to CalPERS (continued)

- Estimated Savings

	Miscellaneous	Safety
Short Base	\$819,000 @ Sept 2020 + 205,000/5yrs	\$1,181,000 @ Sept 2020 + 295,000/5yrs
\$ Savings	\$1,086,000	\$1,414,000
PV Savings @ 3%	498,000	654,000
Long Base	\$819,000 @ Sept 2020 + 205,000/5yrs	\$1,181,000 @ Sept 2020 + 295,000/5yrs
\$ Savings	\$2,062,000	\$3,025,000
PV Savings @ 3%	858,000	1,253,000
No Contribution Reduction	\$819,000 @ Sept 2020 + 205,000/5yrs	\$1,181,000 @ Sept 2020 + 295,000/5yrs
\$ Savings	\$3,009,000	\$4,531,000
PV Savings @ 3%	1,245,000	1,853,000
Fresh Start – 15 Years	N/A	N/A
\$ Savings	\$1,607,000	\$2,614,000
PV Savings @ 3%	628,000	1,020,000



EXAMPLE OF ADDITIONAL PAYMENTS

Item 15.

Payment to 115 Trust

	Miscellaneous	Safety
Trust Contributions	\$819,000 @ Sept 2020 + 205,000/5yrs	\$1,181,000 @ Sept 2020 + 295,000/5yrs
Trust Earnings	5%	5%
Trust Target		
- Target Rate	22.0%	41.4%
- 1st Year	2025/26	2026/27
- Last Year	2035/36	2036/37
\$ Savings (000's)	\$985,000	\$1,528,000
PV Savings @ 3% (000's)	324,000	501,000



January 16, 2020



EXAMPLE OF ADDITIONAL PAYMENTS

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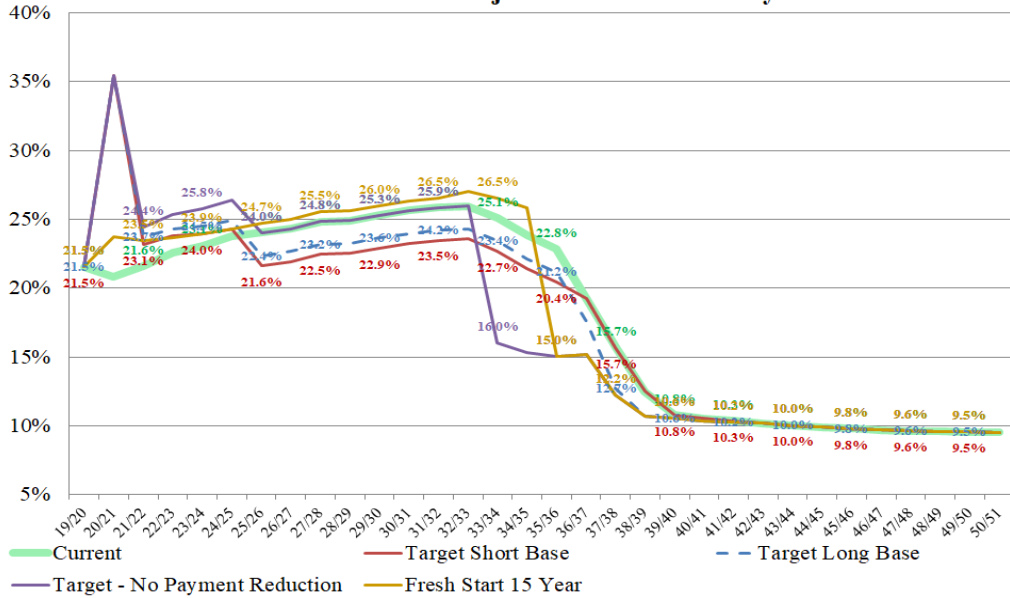
January 16, 2020



EXAMPLE OF ADDITIONAL PAYMENTS

**Direct Payment to CalPERS
Miscellaneous**

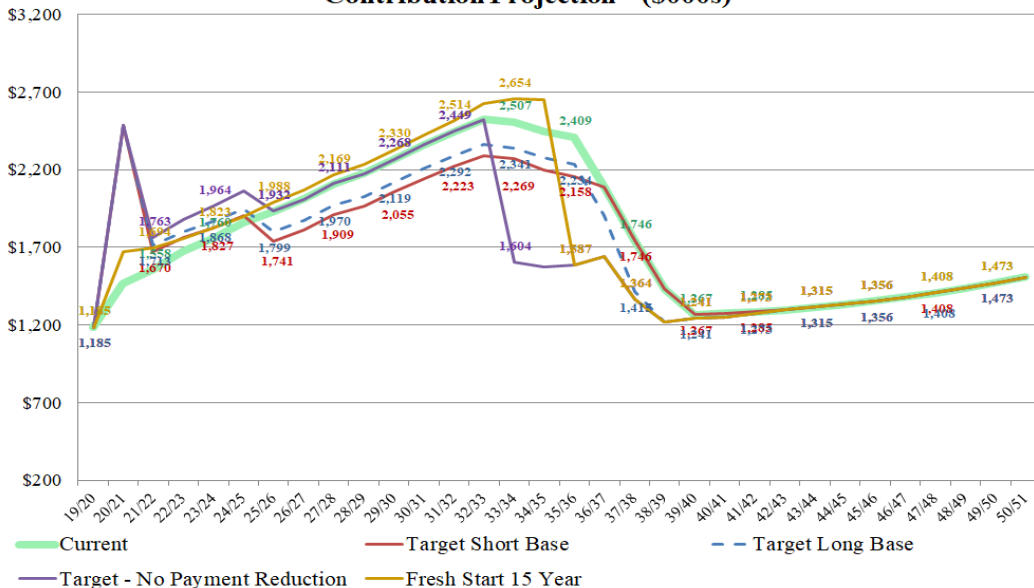
Contribution Projection – Percent of Pay



EXAMPLE OF ADDITIONAL PAYMENTS

**Direct Payment to CalPERS
Miscellaneous**

Contribution Projection – (\$000s)

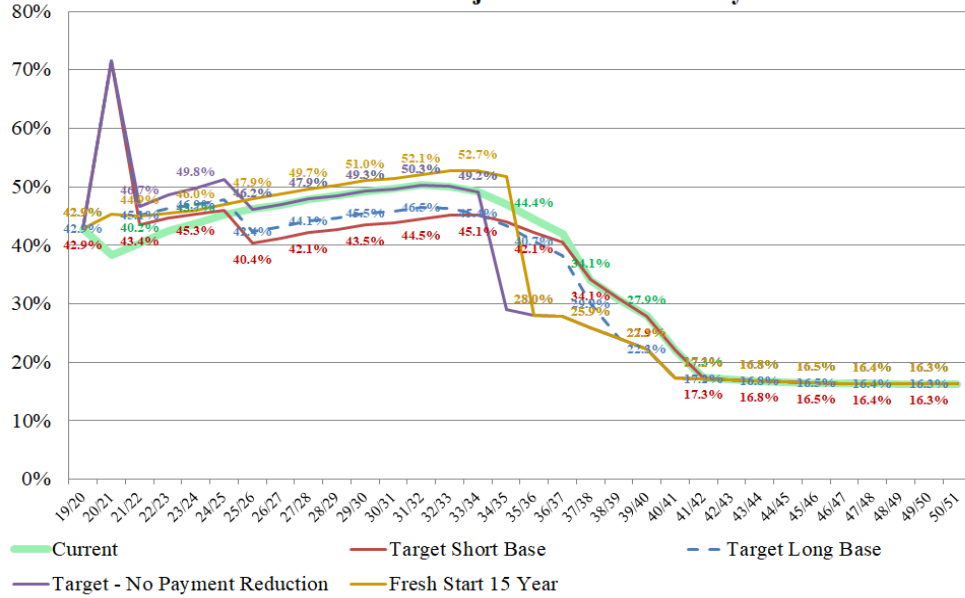


EXAMPLE OF ADDITIONAL PAYMENTS

Item 15.

**Direct Payment to CalPERS
Safety**

Contribution Projection – Percent of Pay



January 16, 2020

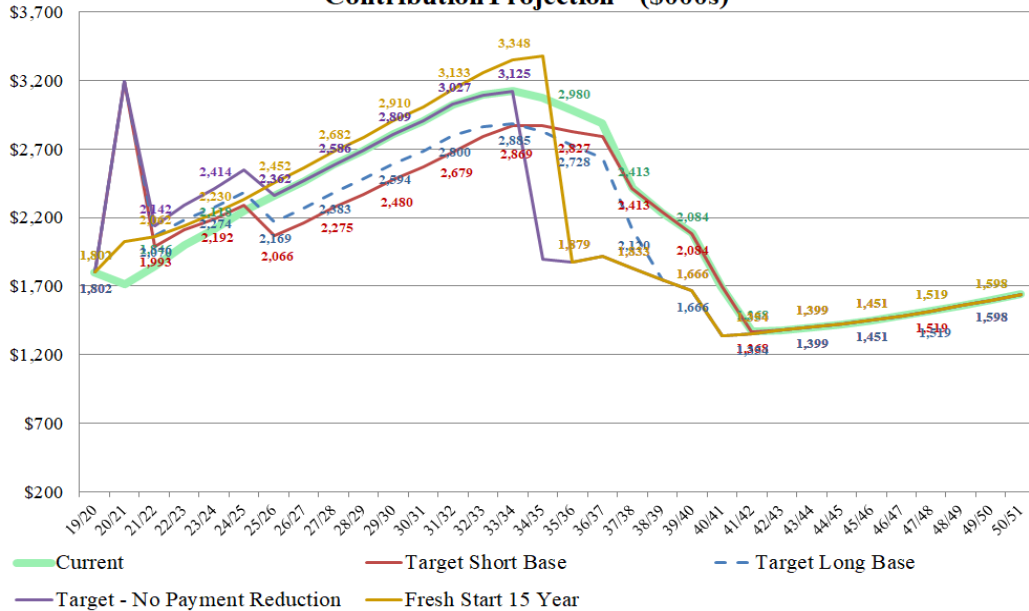
71



EXAMPLE OF ADDITIONAL PAYMENTS

**Direct Payment to CalPERS
Safety**

Contribution Projection – (\$000s)



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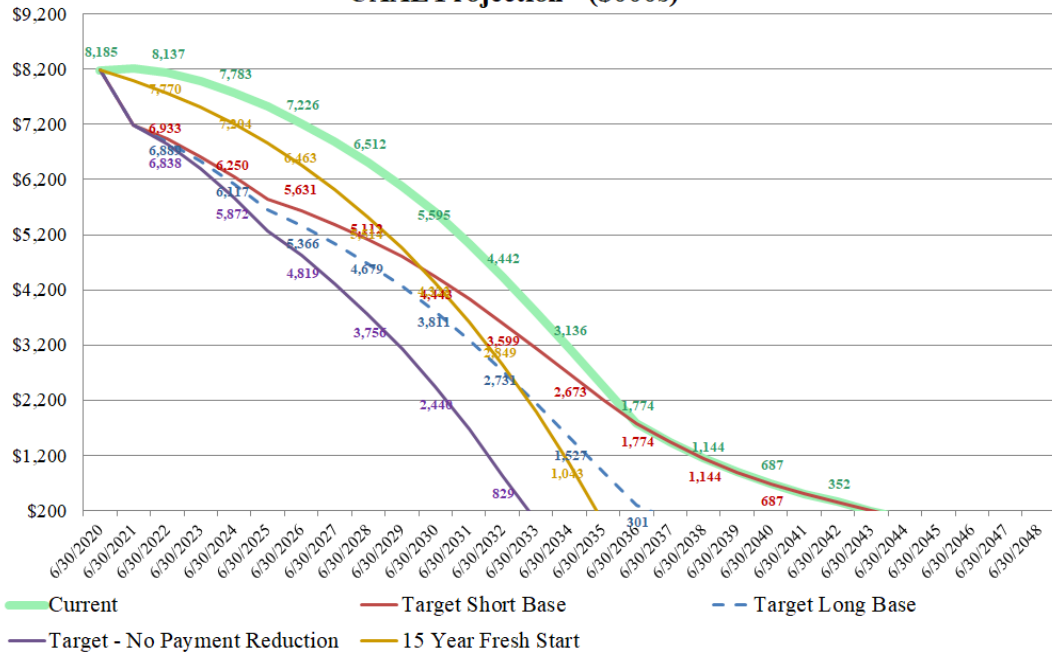
311

EXAMPLE OF ADDITIONAL PAYMENTS

Item 15.

Miscellaneous

UAAL Projection – (\$000s)



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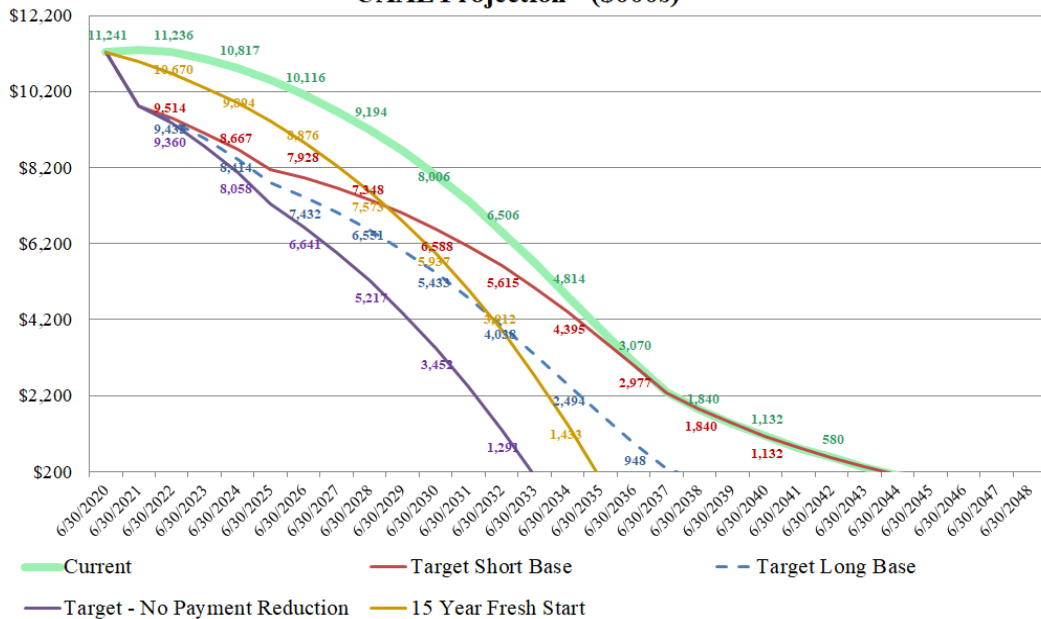
73



EXAMPLE OF ADDITIONAL PAYMENTS

Safety

UAAL Projection – (\$000s)



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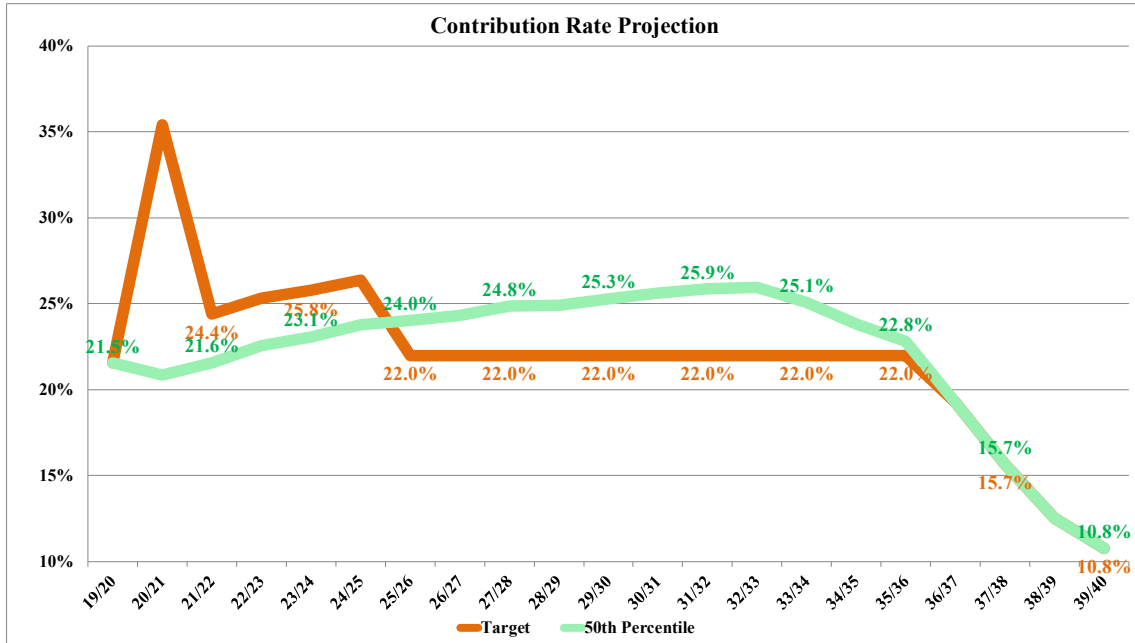


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EXAMPLE OF ADDITIONAL PAYMENTS

Item 15.

**Payment to 115 Trust
Miscellaneous**



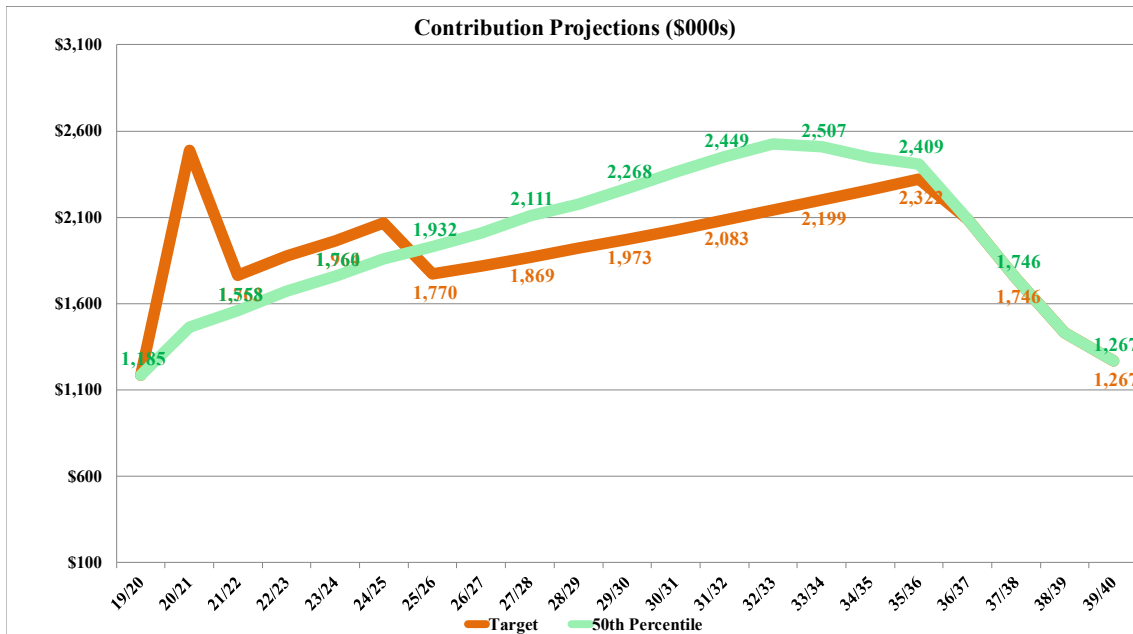
January 16, 2020

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EXAMPLE OF ADDITIONAL PAYMENTS

**Payment to 115 Trust
Miscellaneous**



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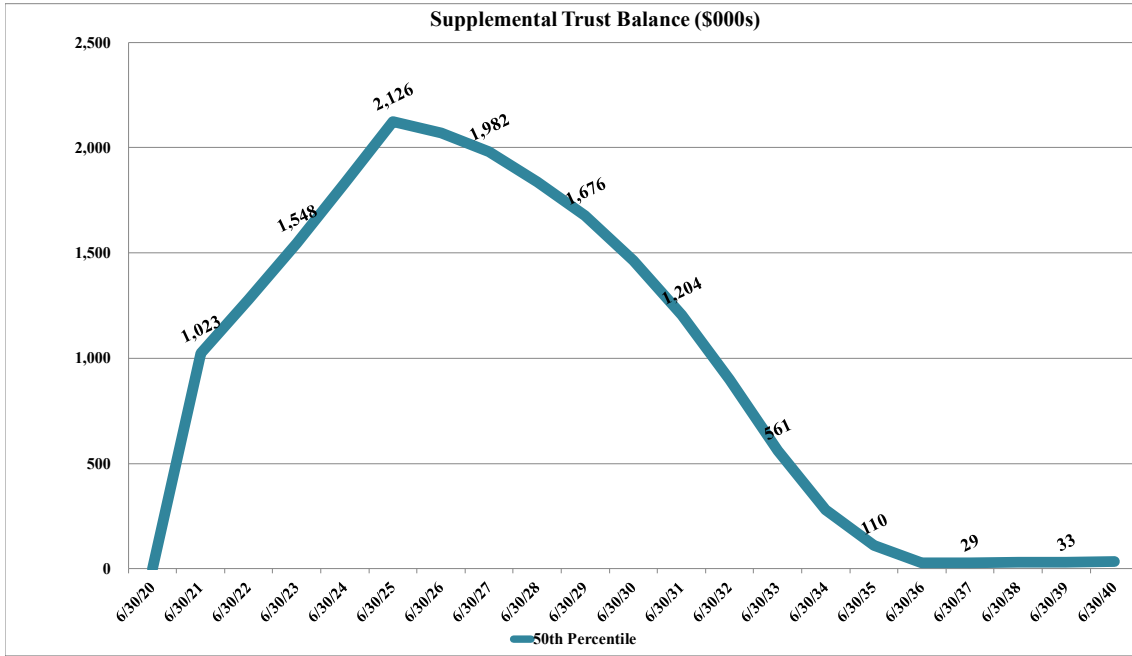


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EXAMPLE OF ADDITIONAL PAYMENTS

Item 15.

**Payment to 115 Trust
Miscellaneous**



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EXAMPLE OF ADDITIONAL PAYMENTS

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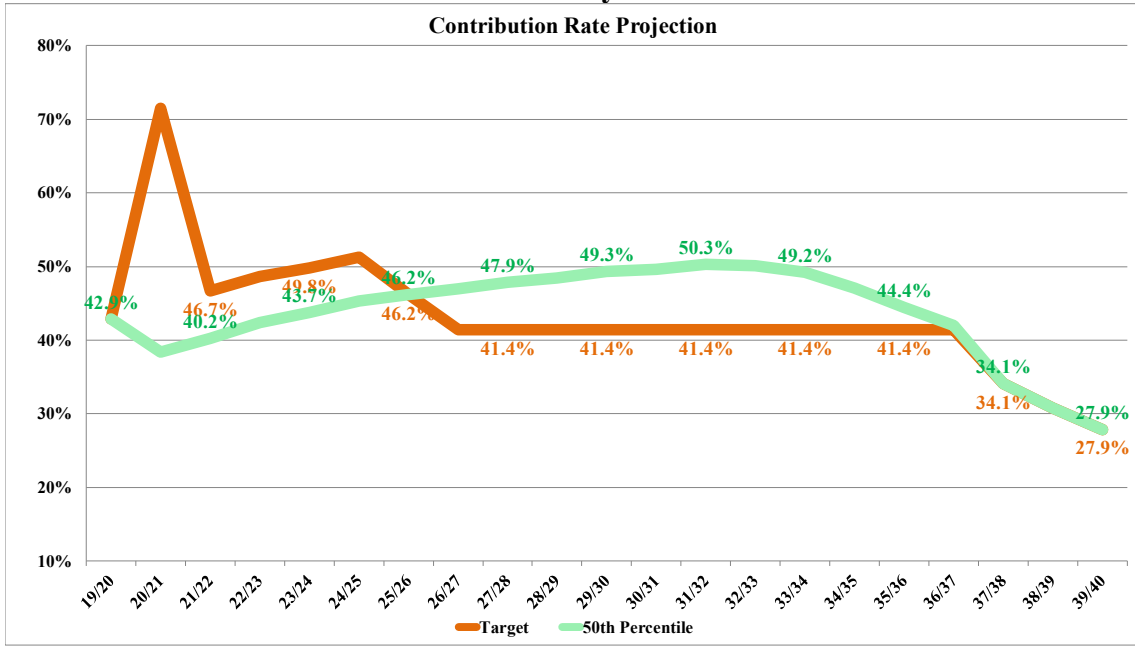
January 16, 2020



EXAMPLE OF ADDITIONAL PAYMENTS

Item 15.

Payment to 115 Trust
Safety

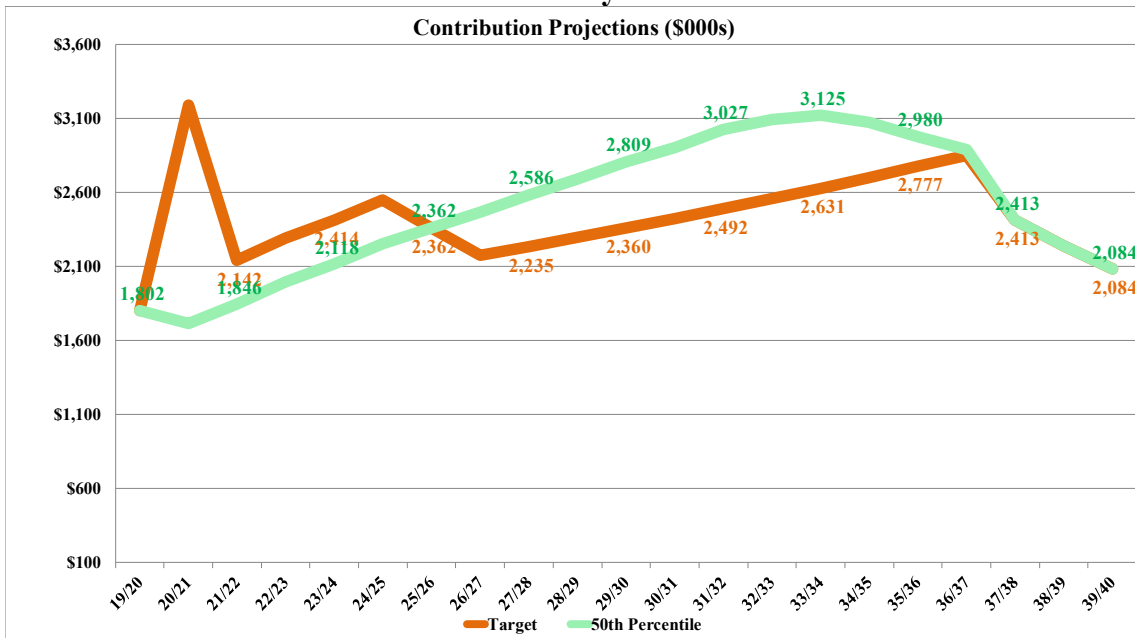


January 16, 2020



EXAMPLE OF ADDITIONAL PAYMENTS

Payment to 115 Trust
Safety



January 16, 2020

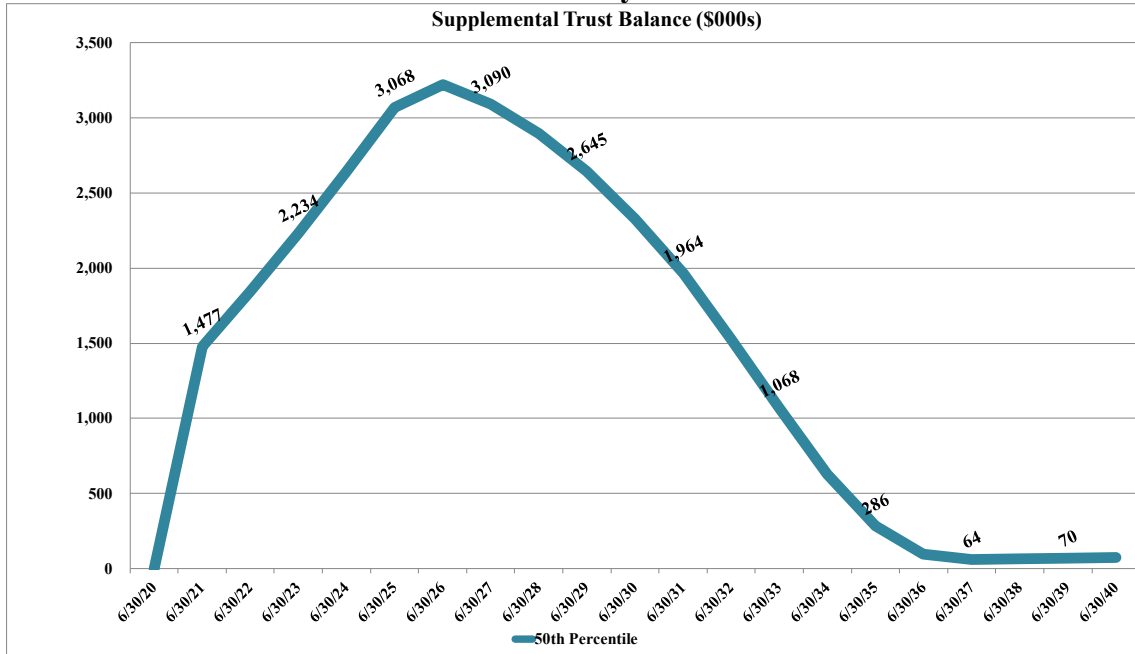


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EXAMPLE OF ADDITIONAL PAYMENTS

Item 15.

Payment to 115 Trust
Safety



January 16, 2020



ACTUARIAL CERTIFICATION

This report presents analysis of the City of Beaumont’s CalPERS pension plans. The purpose of this report is to provide the City:

- Historical perspective on the plan investment returns, assets, funded status and contributions.
- Projections of likely future contributions and the impact of investment volatility

The calculations and projections in this report are based on information contained in the City’s June 30, 2018 and earlier CalPERS actuarial valuation reports. We reviewed this information for reasonableness, but do not make any representation on the accuracy of the CalPERS reports.

Future investment returns and volatility are based on Bartel Associates Capital Market model which results in long term returns summarized on pages 23 and 41.

Future results may differ from our projections due to differences in actual experience as well as changes in plan provisions, CalPERS actuarial assumptions or methodology. Other than variations in investment return, this study does not analyze these.

To the best of our knowledge, this report is complete and accurate and has been conducted using generally accepted actuarial principles and practices. As members of the American Academy of Actuaries meeting the Academy Qualification Standards, we certify the actuarial results and opinions herein.

Respectfully submitted,

DRAFT

DRAFT

Mary Elizabeth Redding, FSA, EA, MAAA
Vice President
Bartel Associates, LLC
January 16, 2020

Bianca Lin, FSA, EA, MAAA
Assistant Vice President
Bartel Associates, LLC
January 16, 2020



January 16, 2020





Staff Report

TO: City Council

FROM: Jennifer Ustation, Interim Finance Director

DATE: September 21, 2021

SUBJECT: Approval of Invoice from Riverside County Fire Department for Fourth Quarter Fire Services Fiscal Year 2021

Background and Analysis:

The City of Beaumont maintains a contract with Riverside County Fire Department for applicable fire protection services that are provided by The California Department of Forestry and Fire Protection (“Cal Fire”). Cal Fire provides an estimate of costs for the year during the budgeting process, which is evaluated against the actual invoices as they are received. Invoices are presented to the City on a quarterly basis and are based on actual costs except for support services which follow the budgeted cost estimate.

The City has received the invoice for April 1, 2021, through June 30, 2021, in the amount of \$838,766.59. The invoice has been reviewed by City staff and is in compliance with the contract. The invoice has been included as Attachment A.

The budget for this contract for FY 2021, is \$4,565,808. The invoices for the fiscal year are as follows.

First Quarter	\$917,453.30	Approved by City Council on January 19, 2021
Second Quarter	\$1,146,793.33	Approved by City Council on March 16, 2021
Third Quarter	\$938,051.98	Approved by City Council on July 20, 2021
Fourth Quarter	\$838,766.59	Pending City Council approval
TOTAL	\$3,841,065.20	

The total for the fiscal year of \$3,841,065.20 represents 84.13% of the budget for the year.

Fiscal Impact:

The cost for this contract is included in the budget and the expenditures were within budget authority for FY 2021.

Recommended Action:

Approve payment of the FY 2021 Fourth Quarter Fire Services invoice from Riverside County Fire Department in the amount of \$838,766.59.

Attachments:

- A. FY 2021 Fourth Quarter Fire Services Invoice from Riverside County Fire Department



RIVERSIDE COUNTY FIRE DEPARTMENT
IN COOPERATION WITH
THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

Item 16.

Bill Weiser ~ Fire Chief
210 West San Jacinto Avenue • Perris, California 92570 • (951) 940-6900
• Fax (951) 657-2662 • www.rvcfire.org

PROUDLY SERVING THE
UNINCORPORATED AREAS
OF RIVERSIDE COUNTY
AND THE CITIES OF:

September 2, 2021

- BANNING
- BEAUMONT
- CANYON LAKE
- COACHELLA
- DESERT HOT SPRINGS
- EASTVALE
- INDIAN WELLS
- INDIO
- JURUPA VALLEY
- LAKE ELSINORE
- LA QUINTA
- MENIFEE
- MORENO VALLEY
- NORCO
- PALM DESERT
- PERRIS
- RANCHO MIRAGE
- RUBIDOUX CSD
- SAN JACINTO
- TEMECULA
- WILDOMAR

City of Beaumont
Attn: City Manager
550 E. Sixth Street
Beaumont, CA 92223

RE: Fire Protection Services
4th Qtr. FY 20/21

Please find enclosed invoice #233962 in the amount of \$838,766.59 for fire protection services provided for the period of April 1, through June 30, 2021. There are no estimated costs in this invoice.

Included and applied to this invoice is the reconciliation of the Fire Cost Allocation Plan to actual cost for FY 20/21. If any subsequent reconciliation is required, it will be reflected in the 1st quarter invoice of FY 21/22.

Payments can also be made via Wire Transfer or ACH, information as follows:

Union Bank
1980 Saturn Street
Monterey Park, CA 91755
Account Name: Riverside County Treasurer
ABA #: 122000496
Account #: 0050173925

Reference information to be included on check, wire transfer or ACH :

FPARC – City abbreviation, Invoice #, FY, Q# (ie: FPARC-BM,233962,20/21,Q4)

If you have any questions regarding this billing, please contact Karen Gipson at (951) 940-6333.

BOARD OF SUPERVISORS:

- KEVIN JEFFRIES
DISTRICT 1
- KAREN SPIEGEL
DISTRICT 2
- CHARLES WASHINGTON
DISTRICT 3
- V. MANUEL PEREZ
DISTRICT 4
- JEFF HEWITT
DISTRICT 5

Sincerely,
Bill Weiser
Riverside County Fire Chief

Karen Gipson

by:
Karen Gipson
Administrative Services Officer

KG: mrm
Enclosures

cc: Chief Otterman
Chief Smith



Riverside County Fire Department

210 West San Jacinto Avenue
 Perris, CA 92570
 Ph: (951) 940-6900
 Fx: (951) 657-2662

Invoice

Item 16.

FIRE PROTECTION SERVICES

Date	Invoice #
9/3/2021	233962
Make Remittance Payable to:	
County of Riverside Fire Department 210 W. San Jacinto Ave. Perris, CA 92570	

City of Beaumont
 Attn: City Manager
 550 E. Sixth Street
 Beaumont, CA 92223

FIRE PROTECTION SERVICES FURNISHED FOR THE PERIOD OF: APR - JUN FY 20/21 Q4

Description	Amount
***** 4TH QTR FY 20/21 BILLING *****	
SAFETY STAFFING COST INCLUDING BENEFITS (CAL-Fire Employees): #37101	
AO17 for the month of: APRIL 2021	168,561.47
AO17 for the month of: MAY 2021	171,569.67
AO17 for the month of: JUNE 2021	132,831.26
Subtotal	472,962.40
State's Administrative Charge Pass Thru: 0.1196	56,566.30
Total Safety Staffing Cost	529,528.70
NON-SAFETY STAFFING COSTS (County Employees):	
For FY 20/21 QTR 4	29,370.10
HR Overhead Charges	291.04
Subtotal	29,661.14
SUPPORT SERVICES (Cooperative Agreement):	
Quarterly Service Delivery Costs (\$793,151.00 Yearly)	198,287.75
Subtotal	198,287.75
FIRE ENGINE USE AGREEMENT:	
Fire Engine - 2 (\$25,800.00 Each)	12,900.00
Subtotal	12,900.00
TAX CREDIT:	
NOT APPLICABLE	0.00
Subtotal	0.00
MISCELLANEOUS COSTS & DIRECT CHARGES:	
Banning - Sta # 20 Cooperative Agreement PCA # 37129	130,441.20
4TH Qtr Direct Charges	9,160.44
4TH Qtr Direct Journals	1,474.45
AMR Transport Costs Reimb.: FY 20/21 QTR 4	-5,580.22
FY 20/21 Support Services Recon	-35,225.00
CARES CREDIT for 6/15/20 - 12/27/20	-31,881.87
Subtotal	68,389.00
INVOICE SUBTOTAL	838,766.59

Please Pay this Amount

\$838,766.59

FOR INTERNAL USE ONLY:

27002- _____ - \$ _____

27004- _____ - \$ _____

2700200000-230100- \$ _____ FP_HAZMAT_VEH

AO17

California Department of Forestry and Fire Protection



Billing Period: 4/1/2021

RRU	SOUTHERN REGION	INDEX 3100	PCA 37101	RIVERSIDE COUNTY-BEAUMONT
-----	-----------------	------------	-----------	---------------------------

Gross Expenditures:		\$168,561.47
Administrative Charge:	.0700	11,799.30
Statewide Pro Rata:	.0496	8,360.65
GRAND TOTAL:		\$188,721.42

Prepared by: <i>Maria Silva</i>	Date Sent to Accounting:
Approved by: <i>Bay Arman</i>	Date: 5/13/2021

Print Date: 05/12/2021 4:38PM Ver 1.8

RRU	SOUTHERN REGION	INDEX 3100	PCA 37101	RIVERSIDE COUNTY-BEAUMONT
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Safety - BU (08)**PERSONNEL SALARIES**

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>	<u>%</u>	<u>SALARY</u>	<u>DAYS</u>	<u>HOURS</u>	<u>AMOUNT</u>
FIRE APPARATUS ENGINEER	659	WOYCHAK, MATTHEW S	100.00	4,018.20	22.00	0.00	4,018.20
FIRE APPARATUS ENGINEER (PARAME	642	DUTTON, RYAN	100.00	4,925.62	22.00	0.00	4,925.62
FIRE APPARATUS ENGINEER (PARAME	646	JUAREZ II, GUADALUPE	100.00	4,925.62	22.00	0.00	4,925.62
FIRE CAPTAIN	624	GHLONI, RICHARD M	100.00	5,515.50	22.00	0.00	5,515.50
FIRE FIGHTER II	739	BRENNAN, NICHOLAS L	100.00	3,679.65	22.00	0.00	3,679.65
FIRE FIGHTER II	762	CLIFFORD, EDDIE D	100.00	4,536.58	22.00	0.00	4,536.58
FIRE FIGHTER II	758	HOLMES, JACOB B	100.00	4,147.70	22.00	0.00	4,147.70
FIRE FIGHTER II (PARAMEDIC)	710	MEZA, RENEE	100.00	4,437.23	22.00	0.00	4,437.23
FIRE FIGHTER II (PARAMEDIC)	203	OCONNOR, CHRISTOPHER J	100.00	4,437.22	22.00	0.00	4,437.22
FIRE FIGHTER II (PARAMEDIC)	739	WADLUND, JAMES E	100.00	3,688.90	22.00	0.00	3,688.90
FIRE FIGHTER II (PARAMEDIC)	773	WALLACE, ANDREW M	100.00	3,688.90	22.00	0.00	3,688.90

Total: 48,001.12

Staff Benefits 0.6701: 32,165.55

Total with Benefits: \$80,166.67

COBEN EXCESS

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>	<u>%</u>	<u>SALARY</u>	<u>DAYS</u>	<u>HOURS</u>	<u>AMOUNT</u>
FIRE FIGHTER II (PARAMEDIC)	739	WADLUND, JAMES E	100.00	3,688.90	22.00	0.00	242.23

Total: 242.23

Staff Benefits 0.0145: 3.51

Total with Benefits: \$245.74

RRU	SOUTHERN REGION	INDEX 3100	PCA 37101	RIVERSIDE COUNTY-BEAUMONT
-----	-----------------	------------	-----------	---------------------------

UNIFORM - SAFETY

<u>CLASS</u>	<u>NAME</u>	<u>DESCRIPTION</u>	<u>RATE</u>	<u>%</u>	<u>AMOUNT</u>
FIRE APPARATUS ENGINEER	WOYCHAK, MATTHEW S	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE APPARATUS ENGINEER (PARAM	DUTTON, RYAN	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE APPARATUS ENGINEER (PARAM	JUAREZ II, GUADALUPE	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE CAPTAIN	GHILONI, RICHARD M	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II	BRENNAN, NICHOLAS L	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II	CLIFFORD, EDDIE D	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II	HOLMES, JACOB B	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II (PARAMEDIC)	MEZA, RENEE	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II (PARAMEDIC)	OCONNOR, CHRISTOPHER J	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II (PARAMEDIC)	WADLUND, JAMES E	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II (PARAMEDIC)	WALLACE, ANDREW M	Permanent Fulltime Wearer	177.50	100.00	177.50
Total:					1,952.50
Staff Benefits :0.0145					28.31
Total with Benefits:					\$1,980.81

RRU	SOUTHERN REGION	INDEX 3100	PCA 37101	RIVERSIDE COUNTY-BEAUMONT
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EXTENDED DUTY WEEK COMP - SAFETY

CLASS	SERIAL	NAME	WP	SALARY	HOURS	RATE	AMOUNT
FIRE APPARATUS ENGINEER	659	WOYCHAK, MATTHEW S	430	4,344.00	76.00	28.40	2,158.40
FIRE APPARATUS ENGINEER (PAF	642	DUTTON, RYAN	430	5,825.00	76.00	38.07	2,893.32
FIRE APPARATUS ENGINEER (PAF	646	JUAREZ II, GUADALUPE	430	5,825.00	76.00	38.07	2,893.32
FIRE CAPTAIN	624	GHILONI, RICHARD M	430	5,934.00	49.00	38.79	1,900.71
FIRE CAPTAIN	624	GHILONI, RICHARD M	430	5,878.20	27.00	38.42	1,037.34
FIRE FIGHTER II	739	BRENNAN, NICHOLAS L	430	3,978.00	76.00	26.00	1,976.00
FIRE FIGHTER II	762	CLIFFORD, EDDIE D	430	4,872.88	76.00	31.85	2,420.60
FIRE FIGHTER II	758	HOLMES, JACOB B	430	4,484.00	76.00	29.31	2,227.56
FIRE FIGHTER II (PARAMEDIC)	710	MEZA, RENEE	430	5,297.00	76.00	34.62	2,631.12
FIRE FIGHTER II (PARAMEDIC)	203	OCONNOR, CHRISTOPHER J	430	5,297.00	76.00	34.62	2,631.12
FIRE FIGHTER II (PARAMEDIC)	739	WADLUND, JAMES E	430	4,530.23	76.00	29.61	2,250.36
FIRE FIGHTER II (PARAMEDIC)	773	WALLACE, ANDREW M	430	4,288.00	76.00	28.02	2,129.52
Total:							27,149.37
Staff Benefits .4402:							11,951.15
Total with Benefits:							\$39,100.52

OVERTIME - SAFETY

CLASS	SERIAL	NAME	WP	SALARY	HOURS	RATE	AMOUNT
FIRE APPARATUS ENGINEER	601	ACSELROD, JUSTIN W	430	4,974.00	24.00	32.51	780.24
FIRE APPARATUS ENGINEER	765	ESPARZA, MICHAEL A	430	5,397.96	24.00	35.28	846.72
FIRE APPARATUS ENGINEER	743	HERNANDEZ, ANGEL A	430	4,245.89	24.00	27.75	666.00
FIRE APPARATUS ENGINEER	787	LABBEE, CHRISTIAN W	430	5,167.64	24.00	33.78	810.72
FIRE APPARATUS ENGINEER	626	MINOR, BRETT L	430	5,098.74	48.00	33.33	1,599.84
FIRE APPARATUS ENGINEER	611	MOSQUEDA, ANTHONY M	430	5,049.00	24.00	33.00	792.00
FIRE APPARATUS ENGINEER	505	ONEILL, CHRISTOPHER M	430	5,049.00	28.00	33.00	924.00
FIRE APPARATUS ENGINEER	724	RAMIREZ, JULIO C	430	5,049.00	24.00	33.00	792.00
FIRE APPARATUS ENGINEER	624	RYE, TRAVIS J	430	5,148.48	24.00	33.65	807.60
FIRE APPARATUS ENGINEER	602	TATE, JACOVEN L	430	4,137.00	48.00	27.05	1,298.40
FIRE APPARATUS ENGINEER	746	VASQUEZ, CARLOS A	430	5,098.74	48.00	32.84	1,576.32
FIRE APPARATUS ENGINEER	631	WEIDEMANN, KRISTOFER T	430	4,943.00	48.00	32.31	1,550.88
FIRE APPARATUS ENGINEER	659	WOYCHAK, MATTHEW S	430	4,344.00	48.00	28.40	1,363.20
FIRE APPARATUS ENGINEER	750	ZAVALA, ENRIQUE R	430	5,211.64	24.00	34.07	817.68
FIRE APPARATUS ENGINEER (PAF	629	BEVERLIN, TIMOTHY M	430	5,953.25	24.00	38.91	933.84
FIRE APPARATUS ENGINEER (PAF	642	DUTTON, RYAN	430	5,825.00	18.00	38.07	685.26
FIRE APPARATUS ENGINEER (PAF	636	GEBHARDT, JACOB E	430	5,825.00	24.00	38.07	913.68
FIRE APPARATUS ENGINEER (PAF	627	KITT, DANIEL D	430	5,521.00	72.00	36.09	2,598.48
FIRE APPARATUS ENGINEER (PAF	650	MURRAY, STEVEN D	430	5,825.00	24.00	38.07	913.68

RRU	SOUTHERN REGION	INDEX 3100	PCA 37101	RIVERSIDE COUNTY-BEAUMONT
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OVERTIME - SAFETY

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>	<u>WP</u>	<u>SALARY</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
FIRE CAPTAIN	603	ARIZAGA, MICHAEL L	430	5,934.00	24.00	38.79	930.96
FIRE CAPTAIN	508	ESCANDEL, MATTHEW R	430	5,445.00	96.00	35.60	3,417.60
FIRE CAPTAIN	734	FERGUSON, MILFORD C	430	6,045.60	24.00	39.51	948.24
FIRE CAPTAIN	624	GHILONI, RICHARD M	430	5,934.00	48.00	38.79	1,861.92
FIRE CAPTAIN	624	GHILONI, RICHARD M	430	5,878.20	24.00	38.42	922.08
FIRE CAPTAIN	750	SPERLICH, ALEXANDER	430	5,710.80	24.00	37.32	895.68
FIRE FIGHTER II	281	ALVAREZ, PABLO	430	4,484.00	24.00	29.31	703.44
FIRE FIGHTER II	866	CLASS, TAYLOR M	430	4,588.51	48.00	29.99	1,439.52
FIRE FIGHTER II	762	CLIFFORD, EDDIE D	430	4,872.88	25.00	31.85	796.25
FIRE FIGHTER II	853	DUCHSCHER, JOSHUA A	430	4,588.51	24.00	29.99	719.76
FIRE FIGHTER II	758	HOLMES, JACOB B	430	4,484.00	26.00	29.31	762.06
FIRE FIGHTER II (PARAMEDIC)	684	BARRERAS, MICHAEL A	430	4,048.00	48.00	26.46	1,270.08
FIRE FIGHTER II (PARAMEDIC)	703	CADENA, MATTHEW G	430	4,288.00	24.00	28.02	672.48
FIRE FIGHTER II (PARAMEDIC)	650	CARR, JEREMY K	430	4,537.00	2.00	29.66	59.32
FIRE FIGHTER II (PARAMEDIC)	663	FARQUAR, ANDREW A	430	4,288.00	24.00	28.02	672.48
FIRE FIGHTER II (PARAMEDIC)	241	GENTRY-COTTRELL, AUSTIN	430	5,401.51	24.00	35.31	847.44
FIRE FIGHTER II (PARAMEDIC)	737	HERD, PRESTON M	430	5,372.00	24.00	35.12	842.88
FIRE FIGHTER II (PARAMEDIC)	659	LABELLA, KORY N	430	4,392.51	24.00	28.71	689.04
FIRE FIGHTER II (PARAMEDIC)	717	LEVITSKY, AARON J	430	4,048.00	24.00	26.46	635.04
FIRE FIGHTER II (PARAMEDIC)	721	LOPEZ, GABRIEL R	430	5,425.72	24.00	35.46	851.04
FIRE FIGHTER II (PARAMEDIC)	710	MEZA, RENEE	430	5,297.00	10.00	34.62	346.20
FIRE FIGHTER II (PARAMEDIC)	281	MORRIS, JUSTIN L	430	5,372.00	48.00	35.12	1,685.76
FIRE FIGHTER II (PARAMEDIC)	203	OCONNOR, CHRISTOPHER J	430	5,297.00	52.00	34.62	1,800.24
FIRE FIGHTER II (PARAMEDIC)	739	WADLUND, JAMES E	430	4,530.23	40.00	29.61	1,184.40
FIRE FIGHTER II (PARAMEDIC)	773	WALLACE, ANDREW M	430	4,288.00	27.50	28.02	770.55
Total:							46,395.00
Staff Benefits .0145:							672.73
Total with Benefits:							\$47,067.73

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California Department of Forestry and Fire Protection



Billing Period: 5/1/2021

RRU	SOUTHERN REGION	INDEX 3100	PCA 37101	RIVERSIDE COUNTY-BEAUMONT
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Gross Expenditures: \$171,569.67

Administrative Charge: .0700 12,009.88

Statewide Pro Rata: .0496 8,509.86

GRAND TOTAL: \$192,089.41

Prepared by: <i>Maria Silva</i>	Date Sent to Accounting:
Approved by: <i>B. Owen</i>	Date: <i>6/23/2021</i>

Print Date: 06/18/2021 11:20AM Ver 1.8

RRU	SOUTHERN REGION	INDEX 3100	PCA 37101	RIVERSIDE COUNTY-BEAUMONT
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Safety - BU (08)
PERSONNEL SALARIES

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>	<u>%</u>	<u>SALARY</u>	<u>DAYS</u>	<u>HOURS</u>	<u>AMOUNT</u>
FIRE APPARATUS ENGINEER	659	WOYCHAK, MATTHEW S	100.00	4,218.93	21.00	0.00	4,218.93
FIRE APPARATUS ENGINEER (PARAME	642	DUTTON, RYAN	100.00	4,925.62	21.00	0.00	4,925.62
FIRE APPARATUS ENGINEER (PARAME	646	JUAREZ II, GUADALUPE	100.00	4,925.62	21.00	0.00	4,925.62
FIRE CAPTAIN	624	GHILONI, RICHARD M	100.00	5,515.50	21.00	0.00	5,515.50
FIRE FIGHTER II	739	BRENNAN, NICHOLAS L	100.00	3,679.65	21.00	0.00	3,679.65
FIRE FIGHTER II	762	CLIFFORD, EDDIE D	100.00	4,536.58	21.00	0.00	4,536.58
FIRE FIGHTER II	758	HOLMES, JACOB B	100.00	4,147.70	21.00	0.00	4,147.70
FIRE FIGHTER II (PARAMEDIC)	710	MEZA, RENEE	100.00	4,437.23	21.00	0.00	4,437.23
FIRE FIGHTER II (PARAMEDIC)	203	OCONNOR, CHRISTOPHER J	100.00	4,437.22	21.00	0.00	4,437.22
FIRE FIGHTER II (PARAMEDIC)	739	WADLUND, JAMES E	100.00	3,688.90	21.00	0.00	3,688.90
FIRE FIGHTER II (PARAMEDIC)	773	WALLACE, ANDREW M	100.00	3,688.90	21.00	0.00	3,688.90
Total:							48,201.85
Staff Benefits 0.6701:							32,300.06
Total with Benefits:							\$80,501.91

COBEN EXCESS

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>	<u>%</u>	<u>SALARY</u>	<u>DAYS</u>	<u>HOURS</u>	<u>AMOUNT</u>
FIRE FIGHTER II (PARAMEDIC)	739	WADLUND, JAMES E	100.00	3,688.90	21.00	0.00	242.23
Total:							242.23
Staff Benefits 0.0145:							3.51
Total with Benefits:							\$245.74

RRU	SOUTHERN REGION	INDEX 3100	PCA 37101	RIVERSIDE COUNTY-BEAUMONT
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UNIFORM-SAFETY

<u>CLASS</u>	<u>NAME</u>	<u>DESCRIPTION</u>	<u>RATE</u>	<u>%</u>	<u>AMOUNT</u>
FIRE APPARATUS ENGINEER	WOYCHAK, MATTHEW S	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE APPARATUS ENGINEER (PARAM	DUTTON, RYAN	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE APPARATUS ENGINEER (PARAM	JUAREZ II, GUADALUPE	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE CAPTAIN	GHILONI, RICHARD M	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II	BRENNAN, NICHOLAS L	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II	CLIFFORD, EDDIE D	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II	HOLMES, JACOB B	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II (PARAMEDIC)	MEZA, RENEE	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II (PARAMEDIC)	OCONNOR, CHRISTOPHER J	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II (PARAMEDIC)	WADLUND, JAMES E	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II (PARAMEDIC)	WALLACE, ANDREW M	Permanent Fulltime Wearer	177.50	100.00	177.50
Total:					1,952.50
Staff Benefits :0.0145					28.31
Total with Benefits:					\$1,980.81

RRU	SOUTHERN REGION	INDEX 3100	PCA 37101	RIVERSIDE COUNTY-BEAUMONT
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EXTENDED DUTY WEEK COMP - SAFETY

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>	<u>WP</u>	<u>SALARY</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
FIRE APPARATUS ENGINEER	659	WOYCHAK, MATTHEW S	431	4,344.00	33.00	28.40	937.20
FIRE APPARATUS ENGINEER	659	WOYCHAK, MATTHEW S	431	4,561.00	43.00	29.81	1,281.83
FIRE APPARATUS ENGINEER (PAF)	642	DUTTON, RYAN	431	5,825.00	76.00	38.07	2,893.32
FIRE APPARATUS ENGINEER (PAF)	646	JUAREZ II, GUADALUPE	431	5,825.00	76.00	38.07	2,893.32
FIRE CAPTAIN	624	GHILONI, RICHARD M	431	5,934.00	76.00	38.79	2,948.04
FIRE FIGHTER II	739	BRENNAN, NICHOLAS L	431	3,978.00	76.00	26.00	1,976.00
FIRE FIGHTER II	762	CLIFFORD, EDDIE D	431	4,872.88	76.00	31.85	2,420.60
FIRE FIGHTER II	758	HOLMES, JACOB B	431	4,484.00	76.00	29.31	2,227.56
FIRE FIGHTER II (PARAMEDIC)	710	MEZA, RENEE	431	5,297.00	76.00	34.62	2,631.12
FIRE FIGHTER II (PARAMEDIC)	203	OCONNOR, CHRISTOPHER J	431	5,297.00	76.00	34.62	2,631.12
FIRE FIGHTER II (PARAMEDIC)	739	WADLUND, JAMES E	431	4,530.23	76.00	29.61	2,250.36
FIRE FIGHTER II (PARAMEDIC)	773	WALLACE, ANDREW M	431	4,288.00	76.00	28.02	2,129.52
Total:							27,219.99
Staff Benefits .4402:							11,982.24
Total with Benefits:							\$39,202.23

OVERTIME - SAFETY

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>	<u>WP</u>	<u>SALARY</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
FIRE APPARATUS ENGINEER	601	ACSELROD, JUSTIN W	431	4,974.00	24.00	32.51	780.24
FIRE APPARATUS ENGINEER	614	CASEY IV, GEORGE F	431	5,082.89	24.00	33.23	797.52
FIRE APPARATUS ENGINEER	797	GARCIA, ALEXANDER	431	5,299.00	48.00	34.64	1,662.72
FIRE APPARATUS ENGINEER	743	HERNANDEZ, ANGEL A	431	4,452.74	24.00	29.10	698.40
FIRE APPARATUS ENGINEER	626	MINOR, BRETT L	431	5,098.74	96.00	33.33	3,199.68
FIRE APPARATUS ENGINEER	724	RAMIREZ, JULIO C	431	5,049.00	24.00	33.00	792.00
FIRE APPARATUS ENGINEER	689	ROBERSON, CURTIS B	431	4,974.00	24.00	32.51	780.24
FIRE APPARATUS ENGINEER	624	RYE, TRAVIS J	431	5,148.48	24.00	33.65	807.60
FIRE APPARATUS ENGINEER	602	TATE, JACOVEN L	431	4,137.00	24.00	27.05	649.20
FIRE APPARATUS ENGINEER	746	VASQUEZ, CARLOS A	431	5,098.74	24.00	33.33	799.92
FIRE APPARATUS ENGINEER	631	WEIDEMANN, KRISTOFER T	431	4,943.00	120.00	32.31	3,877.20
FIRE APPARATUS ENGINEER (PAF)	642	DUTTON, RYAN	431	5,825.00	74.00	38.07	2,817.18
FIRE APPARATUS ENGINEER (PAF)	633	KATULS, JUSTIN A	431	6,018.64	24.00	39.35	944.40
FIRE APPARATUS ENGINEER (PAF)	612	MEDICUS, BRYCE D	431	5,789.00	24.00	37.85	908.40
FIRE CAPTAIN	603	ARIZAGA, MICHAEL L	431	5,934.00	48.00	38.79	1,861.92
FIRE CAPTAIN	508	ESCANDEL, MATTHEW R	431	5,655.00	24.00	36.47	875.28
FIRE CAPTAIN	508	ESCANDEL, MATTHEW R	431	5,445.00	48.00	35.60	1,708.80
FIRE CAPTAIN	624	GHILONI, RICHARD M	431	5,934.00	24.00	38.79	930.96
FIRE FIGHTER II	758	HOLMES, JACOB B	431	4,484.00	10.00	29.31	293.10

RRU	SOUTHERN REGION	INDEX 3100	PCA 37101	RIVERSIDE COUNTY-BEAUMONT
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OVERTIME - SAFETY

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>	<u>WP</u>	<u>SALARY</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
FIRE FIGHTER II	210	MARTINEZ, GERARDO	431	4,484.00	24.00	29.31	703.44
FIRE FIGHTER II	761	MORGAN, ALADDIN K	431	4,484.00	48.00	29.31	1,406.88
FIRE FIGHTER II	505	VALVERDE, CHRISTOPHER M	431	4,137.00	24.00	27.05	649.20
FIRE FIGHTER II (PARAMEDIC)	703	CADENA, MATTHEW G	431	4,288.00	24.00	28.02	672.48
FIRE FIGHTER II (PARAMEDIC)	725	DYER, CHRISTOPHER B	431	4,288.00	24.00	28.02	672.48
FIRE FIGHTER II (PARAMEDIC)	732	FINLEY, JUSTIN K	431	4,594.00	24.00	30.03	720.72
FIRE FIGHTER II (PARAMEDIC)	659	LABELLA, KORY N	431	4,392.51	74.00	28.71	2,124.54
FIRE FIGHTER II (PARAMEDIC)	823	MENJIVAR, JACOB	431	5,297.00	96.00	34.62	3,323.52
FIRE FIGHTER II (PARAMEDIC)	203	OCONNOR, CHRISTOPHER J	431	5,297.00	124.00	34.62	4,292.88
FIRE FIGHTER II (PARAMEDIC)	771	ROBERTS, DANIEL A	431	5,266.00	72.00	34.43	2,478.96
FIRE FIGHTER II (PARAMEDIC)	690	SERRANO, DAVID G	431	5,116.00	72.00	33.44	2,407.68
FIRE FIGHTER II (PARAMEDIC)	257	VALENZUELA, CHRISTOPHER	431	5,297.00	24.00	34.62	830.88
FIRE FIGHTER II (PARAMEDIC)	773	WALLACE, ANDREW M	431	4,288.00	96.00	28.02	2,689.92
FIRE FIGHTER II (PARAMEDIC)	657	WILLIMAN, BRIAN D	431	4,537.00	26.00	29.66	771.16
Total:							48,929.50
Staff Benefits .0145:							709.48
Total with Benefits:							\$49,638.98

AO17

California Department of Forestry and Fire Protection



Billing Period: 6/1/2021

RRU	SOUTHERN REGION	INDEX 3100	PCA 37101	RIVERSIDE COUNTY-BEAUMONT
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Gross Expenditures:		\$132,831.26
Administrative Charge:	.0700	9,298.19
Statewide Pro Rata:	.0496	6,588.43
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GRAND TOTAL:		\$148,717.88

Prepared by: <i>Maria Silva</i>	Date Sent to Accounting:
Approved by: <i>[Signature]</i>	Date: 7/8/2021

Print Date: 07/07/2021 5:16PM Ver 1.8

RRU	SOUTHERN REGION	INDEX 3100	PCA 37101	RIVERSIDE COUNTY-BEAUMONT
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Safety - BU (08)
PERSONNEL SALARIES

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>	<u>%</u>	<u>SALARY</u>	<u>DAYS</u>	<u>HOURS</u>	<u>AMOUNT</u>
FIRE APPARATUS ENGINEER	659	WOYCHAK, MATTHEW S	100.00	4,218.93	22.00	0.00	4,218.93
FIRE APPARATUS ENGINEER (PARAME	642	DUTTON, RYAN	100.00	4,925.62	22.00	0.00	4,925.62
FIRE APPARATUS ENGINEER (PARAME	646	JUAREZ II, GUADALUPE	100.00	4,925.62	9.00	0.00	2,015.03
FIRE APPARATUS ENGINEER (PARAME	646	JUAREZ II, GUADALUPE	100.00	4,925.62	0.00	0.00	-2,015.03
FIRE CAPTAIN	624	GHILONI, RICHARD M	100.00	5,515.50	22.00	0.00	5,515.50
FIRE FIGHTER II	739	BRENNAN, NICHOLAS L	100.00	3,679.65	22.00	0.00	3,679.65
FIRE FIGHTER II	762	CLIFFORD, EDDIE D	100.00	4,536.58	22.00	0.00	4,536.58
FIRE FIGHTER II	758	HOLMES, JACOB B	100.00	4,147.70	22.00	0.00	4,147.70
FIRE FIGHTER II (PARAMEDIC)	710	MEZA, RENEE	100.00	4,437.23	22.00	0.00	4,437.23
FIRE FIGHTER II (PARAMEDIC)	203	OCONNOR, CHRISTOPHER J	100.00	4,437.22	22.00	0.00	4,437.22
FIRE FIGHTER II (PARAMEDIC)	739	WADLUND, JAMES E	100.00	3,688.90	22.00	0.00	3,688.90
FIRE FIGHTER II (PARAMEDIC)	773	WALLACE, ANDREW M	100.00	3,688.90	22.00	0.00	3,688.90
Total:							43,276.23
Staff Benefits 0.6701:							28,999.40
Total with Benefits:							\$72,275.63

COBEN EXCESS

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>	<u>%</u>	<u>SALARY</u>	<u>DAYS</u>	<u>HOURS</u>	<u>AMOUNT</u>
FIRE FIGHTER II (PARAMEDIC)	739	WADLUND, JAMES E	100.00	3,688.90	22.00	0.00	242.23
Total:							242.23
Staff Benefits 0.0145:							3.51
Total with Benefits:							\$245.74

RRU	SOUTHERN REGION	INDEX 3100	PCA 37101	RIVERSIDE COUNTY-BEAUMONT
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UNIFORM - SAFETY

<u>CLASS</u>	<u>NAME</u>	<u>DESCRIPTION</u>	<u>RATE</u>	<u>%</u>	<u>AMOUNT</u>
FIRE APPARATUS ENGINEER	WOYCHAK, MATTHEW S	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE APPARATUS ENGINEER (PARAM	DUTTON, RYAN	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE CAPTAIN	GHILONI, RICHARD M	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II	BRENNAN, NICHOLAS L	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II	CLIFFORD, EDDIE D	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II	HOLMES, JACOB B	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II (PARAMEDIC)	MEZA, RENEE	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II (PARAMEDIC)	OCONNOR, CHRISTOPHER J	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II (PARAMEDIC)	WADLUND, JAMES E	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II (PARAMEDIC)	WALLACE, ANDREW M	Permanent Fulltime Wearer	177.50	100.00	177.50
Total:					1,775.00
Staff Benefits :0.0145					25.74
Total with Benefits:					\$1,800.74

RRU	SOUTHERN REGION	INDEX 3100	PCA 37101	RIVERSIDE COUNTY-BEAUMONT
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EXTENDED DUTY WEEK COMP - SAFETY

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>	<u>WP</u>	<u>SALARY</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
FIRE APPARATUS ENGINEER	659	WOYCHAK, MATTHEW S	432	4,561.00	76.00	29.81	2,265.56
FIRE APPARATUS ENGINEER (PAF)	642	DUTTON, RYAN	432	5,825.00	76.00	38.07	2,893.32
FIRE APPARATUS ENGINEER (PAF)	646	JUAREZ II, GUADALUPE	432	5,825.00	76.00	38.07	2,893.32
FIRE CAPTAIN	624	GHILONI, RICHARD M	432	5,934.00	76.00	38.79	2,948.04
FIRE FIGHTER II	739	BRENNAN, NICHOLAS L	432	3,978.00	76.00	26.00	1,976.00
FIRE FIGHTER II	762	CLIFFORD, EDDIE D	432	4,872.88	76.00	31.85	2,420.60
FIRE FIGHTER II	758	HOLMES, JACOB B	432	4,484.00	76.00	29.31	2,227.56
FIRE FIGHTER II (PARAMEDIC)	710	MEZA, RENEE	432	5,297.00	76.00	34.62	2,631.12
FIRE FIGHTER II (PARAMEDIC)	203	OCONNOR, CHRISTOPHER J	432	5,297.00	76.00	34.62	2,631.12
FIRE FIGHTER II (PARAMEDIC)	739	WADLUND, JAMES E	432	4,530.23	76.00	29.61	2,250.36
FIRE FIGHTER II (PARAMEDIC)	773	WALLACE, ANDREW M	432	4,288.00	76.00	28.02	2,129.52
Total:							27,266.52
Staff Benefits .4402:							12,002.72
Total with Benefits:							\$39,269.24

OVERTIME - SAFETY

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>	<u>WP</u>	<u>SALARY</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
FIRE APPARATUS ENGINEER	601	ACSELROD, JUSTIN W	432	4,974.00	24.00	32.51	780.24
FIRE APPARATUS ENGINEER	712	LIEBERUM, CHASE P	432	5,051.89	24.00	33.02	792.48
FIRE APPARATUS ENGINEER	624	RYE, TRAVIS J	432	5,148.48	24.00	33.65	807.60
FIRE APPARATUS ENGINEER	631	WEIDEMANN, KRISTOFER T	432	4,943.00	24.00	32.31	775.44
FIRE APPARATUS ENGINEER	659	WOYCHAK, MATTHEW S	432	4,561.00	3.00	29.81	89.43
FIRE APPARATUS ENGINEER (PAF)	629	BEVERLIN, TIMOTHY M	432	6,006.50	24.00	39.26	942.24
FIRE APPARATUS ENGINEER (PAF)	642	DUTTON, RYAN	432	5,825.00	24.00	38.07	913.68
FIRE APPARATUS ENGINEER (PAF)	654	FLEENOR, DANIEL B	432	6,176.24	28.00	40.37	1,130.36
FIRE APPARATUS ENGINEER (PAF)	636	GEBHARDT, JACOB E	432	5,825.00	24.00	38.07	913.68
FIRE APPARATUS ENGINEER (PAF)	645	HOGGATT, CHRISTOPHER J	432	5,900.00	26.00	38.57	1,002.82
FIRE APPARATUS ENGINEER (PAF)	633	KATULS, JUSTIN A	432	6,018.64	24.00	39.35	944.40
FIRE APPARATUS ENGINEER (PAF)	627	KITT, DANIEL D	432	5,521.00	24.00	36.09	866.16
FIRE APPARATUS ENGINEER (PAF)	612	MEDICUS, BRYCE D	432	5,789.00	48.00	37.85	1,816.80
FIRE APPARATUS ENGINEER (PAF)	650	MURRAY, STEVEN D	432	5,825.00	24.00	38.07	913.68
FIRE CAPTAIN	601	BUCKLEY, SEAN P	432	5,655.00	24.00	36.96	887.04
FIRE CAPTAIN	624	GHILONI, RICHARD M	432	5,934.00	96.00	38.79	3,723.84
FIRE FIGHTER II	654	BENNETT, EVAN A	432	4,292.00	96.00	28.05	2,692.80
FIRE FIGHTER II	739	BRENNAN, NICHOLAS L	432	3,978.00	2.00	26.00	52.00
FIRE FIGHTER II	277	COUNTERMAN, BRANDEN C	432	4,685.24	24.00	30.63	735.12
FIRE FIGHTER II	761	MORGAN, ALADDIN K	432	4,484.00	24.00	29.31	703.44

RRU	SOUTHERN REGION	INDEX 3100	PCA 37101	RIVERSIDE COUNTY-BEAUMONT
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OVERTIME - SAFETY

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>	<u>WP</u>	<u>SALARY</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
FIRE FIGHTER II	688	ROCHAT, VICTORIA A	432	4,082.51	48.00	26.69	1,281.12
FIRE FIGHTER II	798	VELASQUEZ, WILLIAM F	432	4,484.00	24.00	29.31	703.44
FIRE FIGHTER II (PARAMEDIC)	793	CLARK IV, WILLIAM F	432	4,392.51	24.00	28.71	689.04
FIRE FIGHTER II (PARAMEDIC)	625	DOERNER, ZACHARY J	432	4,396.89	24.00	28.74	689.76
FIRE FIGHTER II (PARAMEDIC)	227	GONZALES, MICHAEL V	432	5,297.00	24.00	34.62	830.88
FIRE FIGHTER II (PARAMEDIC)	733	GOODBAN, DALE J	432	5,555.89	24.00	36.32	871.68
FIRE FIGHTER II (PARAMEDIC)	712	MCDERMOTT, KYLE D	432	5,573.24	72.00	36.44	2,623.68
FIRE FIGHTER II (PARAMEDIC)	710	MEZA, RENEE	432	5,297.00	24.00	34.62	830.88
FIRE FIGHTER II (PARAMEDIC)	203	OCONNOR, CHRISTOPHER J	432	5,297.00	120.00	34.62	4,154.40
FIRE FIGHTER II (PARAMEDIC)	644	REBAR, ROBERT J	432	4,867.91	27.00	31.82	859.14
FIRE FIGHTER II (PARAMEDIC)	739	WADLUND, JAMES E	432	4,530.23	75.25	29.61	2,228.15
Total:							37,245.42
Staff Benefits .0145:							540.06
Total with Benefits:							\$37,785.48

RRU	SOUTHERN REGION	INDEX 3100	PCA 37101	RIVERSIDE COUNTY-BEAUMONT
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OPERATING EXPENSES AND EQUIPMENT

	<u>CATEGORY</u>	<u>REMARKS</u>	<u>RATE</u>	<u>%</u>	<u>AMOUNT</u>
ADMIN	TRAVEL	SEE EXPENDITURE REPORT	803.16	100.00	803.16
Total:					\$803.16

SCHEDULE A CHARGES
 FY 20/21 4TH QUARTER

Voucher ID	Invoice Date	Supplier Name	Invoice Number	Amount	Svc Loc
00221365	4/29/2021	DAVID S DONABEDIAN	TEA003121317	203.800	37101
00221365	4/29/2021	DAVID S DONABEDIAN	TEA003121317	100.000	37101
00221365	4/29/2021	DAVID S DONABEDIAN	TEA003121317	20.000	37101
00221365	4/29/2021	DAVID S DONABEDIAN	TEA003121317	129.360	37101
00221365	4/29/2021	DAVID S DONABEDIAN	TEA003121317	350.000	37101
				803.160	

RRU	SOUTHERN REGION	INDEX 3100	PCA 37101	RIVERSIDE COUNTY-BEAUMONT
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RETROACTIVE CHARGES

Safety - 08

PERSONNEL SALARIES

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>		<u>%</u>	<u>SALARY</u>	<u>DAYS</u>	<u>HOURS</u>	<u>AMOUNT</u>
FIRE APPARATUS ENGINEER	200	ROHRABAUGH, JOHN R	12/01/2020	100.00	4,464.97	0.00	0.00	-1,623.63
FIRE APPARATUS ENGINEER (PAF	646	JUAREZ II, GUADALUPE	05/01/2021	100.00	4,925.62	0.00	0.00	-4,925.62
FIRE APPARATUS ENGINEER (PAF	646	JUAREZ II, GUADALUPE	04/01/2021	100.00	4,925.62	0.00	0.00	-4,925.62
FIRE FIGHTER II (PARAMEDIC)	638	HAYS, DEVON D	12/01/2020	100.00	4,919.97	0.00	0.00	-212.60
Total:								-11,687.47
Staff Benefits .6701:								-7,831.77
Total with Benefits:								\$-19,519.24

RRU	SOUTHERN REGION	INDEX 3100	PCA 37101	RIVERSIDE COUNTY-BEAUMONT
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RETROACTIVE CHARGES

OVERTIME - SAFETY

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>	<u>WP</u>	<u>SALARY</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
FIRE APPARATUS ENGINEER	746	VASQUEZ, CARLOS A	423	5,098.74	7.00	0.49	3.43
FIRE APPARATUS ENGINEER	746	VASQUEZ, CARLOS A	424	5,098.74	96.00	0.49	47.04
FIRE APPARATUS ENGINEER	746	VASQUEZ, CARLOS A	426	5,098.74	24.00	0.49	11.76
FIRE APPARATUS ENGINEER	746	VASQUEZ, CARLOS A	427	5,098.74	120.00	0.49	58.80
FIRE APPARATUS ENGINEER	746	VASQUEZ, CARLOS A	428	5,098.74	48.00	0.49	23.52
FIRE APPARATUS ENGINEER	746	VASQUEZ, CARLOS A	430	5,098.74	48.00	0.49	23.52
Total:							168.07
Staff Benefits .0145:							2.44
Total with Benefits:							\$170.51

FY 20/21 OVERHEAD FOR COUNTY PERSONNEL AND WARRANT SERVICES - BEAUMONT

	Per Warrant	
ACO Payroll Fee Per Warrant	4.96	
x Total Qtr Warrants	6	
Total Per Warrant	29.76	
Annual Personnel Cost	1,135.98	
÷ Total Personnel	0.92	
Per Personnel Cost	1,045.10	

	No. of Pay Periods	Annual Personnel Count	New Hire Physical
Richard Horner	0	0.00	0
Christopher Cox	0	0.00	0
Shawn Branaugh	0	0.00	\$
Kylie Tellema	6	0.23	\$
TOTALS	6	0.23	-

Warrant Costs	Cost / Warrant \$ 4.96	# of Warrants Issued 6	29.76
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Personnel Costs	Yrly Cost / Per Personnel \$ 1,135.98	# of Personnel 0.92	Quarterly 261.28
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New Hire Physical Costs	Cost / For Physical \$ 215.71	0	-
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TOTAL PERSONNEL COSTS 291.04

ENGINE 20 STAFFING - PCA# 37129

Qtr 4

FY 20/21 Banning		
Banning - Sta# 20		
Support Services FY 20/21		
Exh. "A" Administrative Operational	156,616.00	
Medic Program	31,260.00	
Support Services Annual Costs	187,876.00	
Support Services - Quarterly Costs	187,876.00	\$ 46,969.00
Support Services Recon FY20/21	(\$14,979.00)	(\$14,979.00)
APRIL 2021 AO-17 PCA37129	130,146.73	
MAY 2021 AO-17 PCA37129	122,210.07	
JUNE 2021 AO-17 PCA37129	106,976.81	
Subtotal 4th Qtr (AO-17)		\$ 359,333.61
	Subtotal 4th Qtr	\$ 391,323.61
Breakdown by City		
City of Banning - 1/3rd		\$ 130,441.20
City of Beaumont 1/3rd		\$ 130,441.20
County of Riverside 1/3rd		\$ 130,441.20
	Balance	\$ 391,323.61

yellow = input

FY 20/21 SUPPORT SERVICES SUMMARY

April 1, 2021

	ADMIN / OPERATIONAL \$ PER POSITION	VOLUNTEER PROGRAM \$ PER STATION	MEDIC SUPPORT/ MONITOR- DEFIB	BATT. CHIEF SUPPORT \$ PER STATION	ECC STATION / CALL BASIS	FLEET SUPPORT \$ PER EQUIP	COMM / IT STATION / CALL BASIS	FACILITIES STATION / POSITION BASIS	HAZMAT STATION/ HZMT CALL BASIS	FY 20/21 TOTAL SUPPORT SERVICES	INVOICED SUPPORT SERVICES	VARIANCE CHARGE / (CREDIT)
Banning	126,988	3,160	52,021	136,632	171,030	108,198	204,945	-	16,563	819,537	859,122	(39,585)
Engine 20	120,368	-	50,684	-	-	-	-	-	1,845	172,897	187,876	(14,979)
Beaumont	199,961	3,160	102,705	91,088	134,051	54,099	160,633	-	12,230	757,926	793,151	(35,225)
Canyon Lake	124,731	3,160	50,684	91,088	43,574	54,099	52,214	-	6,211	425,761	447,658	(21,896)
Coachella	171,825	3,160	91,170	91,088	100,214	54,099	120,086	5,823	9,650	647,115	676,551	(29,437)
Desert Hot Springs	124,731	3,160	53,358	91,088	158,713	54,099	190,185	-	9,650	684,984	715,976	(30,992)
Eastvale	324,693	3,160	179,197	182,176	135,764	108,198	162,685	11,142	19,175	1,126,191	1,161,332	(35,142)
Indian Wells	215,007	3,160	135,603	91,088	54,047	54,099	64,764	-	6,211	623,978	643,906	(19,928)
Indio	835,053	3,160	522,155	-	326,546	216,396	391,299	-	27,047	2,321,655	2,472,007	(150,352)
La Quinta	391,346	3,160	211,661	273,264	194,088	162,297	232,575	-	18,382	1,486,773	1,535,691	(48,919)
Lake Elsinore	421,288	3,160	176,523	-	232,291	162,297	278,353	-	23,541	1,297,453	1,414,657	(117,204)
Menifee	752,300	3,160	315,205	-	415,488	243,446	497,879	-	34,786	2,262,263	2,472,920	(210,657)
Moreno Valley	1,128,450	3,160	486,380	-	700,908	378,693	839,897	-	59,062	3,596,550	3,914,822	(318,272)
Norco	234,417	3,160	84,919	182,176	114,377	108,198	137,057	-	16,596	880,899	928,095	(47,196)
Palm Desert	900,954	3,160	533,053	273,264	360,498	270,495	431,984	-	22,681	2,796,089	2,862,990	(66,901)
Perris	294,601	3,160	116,480	182,176	266,125	108,198	318,897	-	20,035	1,309,672	1,379,503	(69,831)
Rancho Mirage	414,969	3,160	298,756	182,176	191,313	108,198	229,249	-	11,437	1,439,258	1,472,416	(33,158)
Rubidoux	124,731	3,160	57,369	91,088	107,825	54,099	129,207	4,572	13,090	585,141	608,293	(23,153)
San Jacinto	217,264	3,160	101,368	136,632	232,036	54,099	278,049	-	17,422	1,040,030	1,065,489	(25,459)
Temecula	977,990	3,160	345,429	-	357,596	270,495	428,506	-	34,819	2,417,994	2,686,585	(268,591)
Wildomar	199,961	3,160	115,143	91,088	107,914	54,099	129,313	6,570	10,510	717,757	748,202	(30,445)
COUNTY	6,049,545	53,689	2,699,521	2,198,541	2,634,228	5,436,950	3,296,371	208,524	841,110	23,418,479	25,901,305	(2,482,826)
FY20/21 TOTAL	14,351,173 (schedule A)	116,889 (schedule B)	6,779,382 (schedule C)	4,384,653 (schedule D)	7,038,620 (schedule E)	8,114,851 (schedule F)	8,574,147 (schedule G)	236,630 (schedule H)	1,232,056 (schedule I)	50,828,402	54,948,549 (appendix 4 & 8)	(4,120,147)

AO17

California Department of Forestry and Fire Protection



Billing Period: 4/1/2021

RRU	SOUTHERN REGION	INDEX 3100	PCA 37129	BANNING WEST STATION 20
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Gross Expenditures:		\$116,243.95
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Administrative Charge:	.0700	8,137.08
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Statewide Pro Rata:	.0496	5,765.70
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GRAND TOTAL:		\$130,146.73
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Prepared by: <i>Maria Silva</i>	Date Sent to Accounting:
Approved by: <i>Erny Obeno</i>	Date: <i>5/13/2021</i>

Print Date: 05/12/2021 4:52PM Ver 1.8

RRU	SOUTHERN REGION	INDEX 3100	PCA 37129	BANNING WEST STATION 20
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Safety - BU (08)
PERSONNEL SALARIES

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>	<u>%</u>	<u>SALARY</u>	<u>DAYS</u>	<u>HOURS</u>	<u>AMOUNT</u>
FIRE APPARATUS ENGINEER	693	OCONNELL, DAVID A	100.00	4,675.95	22.00	0.00	4,675.95
FIRE APPARATUS ENGINEER (PARAME	612	MEDICUS, BRYCE D	100.00	4,734.22	22.00	0.00	4,734.22
FIRE CAPTAIN	603	ARIZAGA, MICHAEL L	100.00	5,515.50	22.00	0.00	5,515.50
FIRE FIGHTER II	281	ALVAREZ, PABLO	100.00	4,147.70	17.00	0.00	3,205.04
FIRE FIGHTER II	866	CLASS, TAYLOR M	100.00	4,147.70	22.00	0.00	4,147.70
FIRE FIGHTER II	761	MORGAN, ALADDIN K	100.00	4,147.70	22.00	0.00	4,147.70
FIRE FIGHTER II (PARAMEDIC)	722	CORLETT, DAVID T	100.00	4,066.30	22.00	0.00	4,066.30
FIRE FIGHTER II (PARAMEDIC)	281	MORRIS, JUSTIN L	100.00	4,512.22	22.00	0.00	4,512.22
Total:							35,004.63
Staff Benefits 0.6701:							23,456.60
Total with Benefits:							\$58,461.23

COBEN EXCESS

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>	<u>%</u>	<u>SALARY</u>	<u>DAYS</u>	<u>HOURS</u>	<u>AMOUNT</u>
FIRE FIGHTER II	866	CLASS, TAYLOR M	100.00	4,147.70	22.00	0.00	104.51
FIRE FIGHTER II (PARAMEDIC)	722	CORLETT, DAVID T	100.00	4,066.30	22.00	0.00	580.20
Total:							684.71
Staff Benefits 0.0145:							9.93
Total with Benefits:							\$694.64

RRU	SOUTHERN REGION	INDEX 3100	PCA 37129	BANNING WEST STATION 20
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UNIFORM & SAFETY

<u>CLASS</u>	<u>NAME</u>	<u>DESCRIPTION</u>	<u>RATE</u>	<u>%</u>	<u>AMOUNT</u>
FIRE APPARATUS ENGINEER	OCONNELL, DAVID A	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE APPARATUS ENGINEER (PARAM	MEDICUS, BRYCE D	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE CAPTAIN	ARIZAGA, MICHAEL L	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II	ALVAREZ, PABLO	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II	CLASS, TAYLOR M	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II	MORGAN, ALADDIN K	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II (PARAMEDIC)	CORLETT, DAVID T	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II (PARAMEDIC)	MORRIS, JUSTIN L	Permanent Fulltime Wearer	177.50	100.00	177.50
Total:					1,420.00
Staff Benefits :0.0145					20.59
Total with Benefits:					\$1,440.59

RRU	SOUTHERN REGION	INDEX 3100	PCA 37129	BANNING WEST STATION 20
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EXTENDED DUTY WEEK COMP - SAFETY

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>	<u>WP</u>	<u>SALARY</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
FIRE APPARATUS ENGINEER	693	OCONEILL, DAVID A	430	5,049.00	76.00	33.00	2,508.00
FIRE APPARATUS ENGINEER (PAF)	612	MEDICUS, BRYCE D	430	5,612.00	76.00	36.68	2,787.68
FIRE CAPTAIN	603	ARIZAGA, MICHAEL L	430	5,934.00	76.00	38.79	2,948.04
FIRE FIGHTER II	281	ALVAREZ, PABLO	430	4,484.00	76.00	29.31	2,227.56
FIRE FIGHTER II	866	CLASS, TAYLOR M	430	4,588.51	76.00	29.99	2,279.24
FIRE FIGHTER II	761	MORGAN, ALADDIN K	430	4,484.00	76.00	29.31	2,227.56
FIRE FIGHTER II (PARAMEDIC)	722	CORLETT, DAVID T	430	5,476.20	76.00	35.79	2,720.04
FIRE FIGHTER II (PARAMEDIC)	281	MORRIS, JUSTIN L	430	5,372.00	76.00	35.12	2,669.12
Total:							20,367.24
Staff Benefits .4402:							8,965.66
Total with Benefits:							\$29,332.90

OVERTIME - SAFETY

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>	<u>WP</u>	<u>SALARY</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
FIRE APPARATUS ENGINEER	626	MINOR, BRETT L	430	5,098.74	48.00	33.33	1,599.84
FIRE APPARATUS ENGINEER	665	NUNEZ, CHRISTOPHER J	430	4,344.00	26.00	28.40	738.40
FIRE APPARATUS ENGINEER	693	OCONEILL, DAVID A	430	5,049.00	2.00	33.00	66.00
FIRE APPARATUS ENGINEER	746	VASQUEZ, CARLOS A	430	5,098.74	48.00	32.84	1,576.32
FIRE APPARATUS ENGINEER	631	WEIDEMANN, KRISTOFER T	430	4,943.00	48.00	32.31	1,550.88
FIRE APPARATUS ENGINEER	659	WOYCHAK, MATTHEW S	430	4,344.00	24.00	28.40	681.60
FIRE APPARATUS ENGINEER (PAF)	650	MURRAY, STEVEN D	430	5,825.00	48.00	38.07	1,827.36
FIRE APPARATUS ENGINEER (PAF)	631	WIER, JEREMY C	430	6,018.64	24.00	39.35	944.40
FIRE CAPTAIN	603	ARIZAGA, MICHAEL L	430	5,934.00	24.00	38.79	930.96
FIRE CAPTAIN	601	BUCKLEY, SEAN P	430	5,655.00	49.00	36.96	1,811.04
FIRE CAPTAIN	624	GHILONI, RICHARD M	430	5,934.00	24.00	38.79	930.96
FIRE CAPTAIN	203	MECKELBORG, IAN A	430	5,766.60	24.00	37.70	904.80
FIRE CAPTAIN (PARAMEDIC)	625	DAVIS, KRISTOFER L	430	6,607.73	48.00	43.19	2,073.12
FIRE FIGHTER II	654	BENNETT, EVAN A	430	4,292.00	48.00	28.05	1,346.40
FIRE FIGHTER II	762	CLIFFORD, EDDIE D	430	4,872.88	24.00	31.85	764.40
FIRE FIGHTER II	209	VAN HULZEN, JACOB T	430	4,344.00	24.00	28.40	681.60
FIRE FIGHTER II (PARAMEDIC)	684	BARRERAS, MICHAEL A	430	4,048.00	48.00	26.46	1,270.08
FIRE FIGHTER II (PARAMEDIC)	646	BRANDENBURG, SCOTT A	430	4,048.00	26.00	26.46	687.96
FIRE FIGHTER II (PARAMEDIC)	650	CARR, JEREMY K	430	4,537.00	46.00	29.66	1,364.36
FIRE FIGHTER II (PARAMEDIC)	660	CLARKE, GARRETT M	430	4,048.00	24.00	26.46	635.04
FIRE FIGHTER II (PARAMEDIC)	275	DALU, DEAN J. A	430	4,667.00	24.00	30.51	732.24
FIRE FIGHTER II (PARAMEDIC)	240	HUGHES, SHAUN V	430	4,048.00	24.00	26.46	635.04
FIRE FIGHTER II (PARAMEDIC)	264	PADILLA, MICHAEL A	430	5,116.00	24.00	33.44	802.56

RRU	SOUTHERN REGION	INDEX 3100	PCA 37129	BANNING WEST STATION 20
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OVERTIME - SAFETY

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>	<u>WP</u>	<u>SALARY</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
FIRE FIGHTER II (PARAMEDIC)	739	WADLUND, JAMES E	430	4,530.23	24.00	29.61	710.64
FIRE FIGHTER II (PARAMEDIC)	773	WALLACE, ANDREW M	430	4,288.00	24.00	28.02	672.48
Total:							25,938.48
Staff Benefits .0145:							376.11
Total with Benefits:							\$26,314.59

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California Department of Forestry and Fire Protection



Billing Period: 5/1/2021

RRU	SOUTHERN REGION	INDEX 3100	PCA 37129	BANNING WEST STATION 20
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Gross Expenditures:		\$109,155.12
Administrative Charge:	.0700	7,640.86
Statewide Pro Rata:	.0496	5,414.09
		<hr/>
GRAND TOTAL:		\$122,210.07

Prepared by: <i>Maria Silva</i>	Date Sent to Accounting:
Approved by: <i>R. Owen</i>	Date: <i>6/25/2021</i>

Print Date: 06/18/2021 11:41AM Ver 1.8

RRU	SOUTHERN REGION	INDEX 3100	PCA 37129	BANNING WEST STATION 20
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Safety - BU (00)
PERSONNEL SALARIES

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>	<u>%</u>	<u>SALARY</u>	<u>DAYS</u>	<u>HOURS</u>	<u>AMOUNT</u>
FIRE APPARATUS ENGINEER	693	OCONNELL, DAVID A	100.00	4,675.95	21.00	0.00	4,675.95
FIRE APPARATUS ENGINEER (PARAME	612	MEDICUS, BRYCE D	100.00	4,967.32	21.00	0.00	4,967.32
FIRE CAPTAIN	603	ARIZAGA, MICHAEL L	100.00	5,515.50	21.00	0.00	5,515.50
FIRE FIGHTER II	866	CLASS, TAYLOR M	100.00	4,147.70	21.00	0.00	4,147.70
FIRE FIGHTER II	761	MORGAN, ALADDIN K	100.00	4,147.70	21.00	0.00	4,147.70
FIRE FIGHTER II (PARAMEDIC)	722	CORLETT, DAVID T	100.00	4,066.30	21.00	0.00	4,066.30
FIRE FIGHTER II (PARAMEDIC)	281	MORRIS, JUSTIN L	100.00	4,512.22	21.00	0.00	4,512.22
Total:							32,032.69
Staff Benefits 0.6701:							21,465.11
Total with Benefits:							\$53,497.80

COBEN EXCESS

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>	<u>%</u>	<u>SALARY</u>	<u>DAYS</u>	<u>HOURS</u>	<u>AMOUNT</u>
FIRE FIGHTER II	866	CLASS, TAYLOR M	100.00	4,147.70	21.00	0.00	104.51
FIRE FIGHTER II (PARAMEDIC)	722	CORLETT, DAVID T	100.00	4,066.30	21.00	0.00	580.20
Total:							684.71
Staff Benefits 0.0145:							9.93
Total with Benefits:							\$694.64

RRU	SOUTHERN REGION	INDEX 3100	PCA 37129	BANNING WEST STATION 20
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UNIFORM - SAFETY

<u>CLASS</u>	<u>NAME</u>	<u>DESCRIPTION</u>	<u>RATE</u>	<u>%</u>	<u>AMOUNT</u>
FIRE APPARATUS ENGINEER	OCONNELL, DAVID A	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE APPARATUS ENGINEER (PARAM	MEDICUS, BRYCE D	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE CAPTAIN	ARIZAGA, MICHAEL L	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II	CLASS, TAYLOR M	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II	MORGAN, ALADDIN K	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II (PARAMEDIC)	CORLETT, DAVID T	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II (PARAMEDIC)	MORRIS, JUSTIN L	Permanent Fulltime Wearer	177.50	100.00	177.50
Total:					1,242.50
Staff Benefits :0.0145					18.02
Total with Benefits:					\$1,260.52

RRU	SOUTHERN REGION	INDEX 3100	PCA 37129	BANNING WEST STATION 20
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EXTENDED DUTY WEEK COMP - SAFETY

CLASS	SERIAL	NAME	WP	SALARY	HOURS	RATE	AMOUNT
FIRE APPARATUS ENGINEER	693	OCONNELL, DAVID A	431	5,049.00	76.00	33.00	2,508.00
FIRE APPARATUS ENGINEER (PAF)	612	MEDICUS, BRYCE D	431	5,789.00	43.00	37.85	1,627.55
FIRE APPARATUS ENGINEER (PAF)	612	MEDICUS, BRYCE D	431	5,612.00	33.00	36.68	1,210.44
FIRE CAPTAIN	603	ARIZAGA, MICHAEL L	431	5,934.00	76.00	38.79	2,948.04
FIRE FIGHTER II	866	CLASS, TAYLOR M	431	4,588.51	76.00	29.99	2,279.24
FIRE FIGHTER II	761	MORGAN, ALADDIN K	431	4,484.00	76.00	29.31	2,227.56
FIRE FIGHTER II (PARAMEDIC)	722	CORLETT, DAVID T	431	5,476.20	76.00	35.79	2,720.04
FIRE FIGHTER II (PARAMEDIC)	281	MORRIS, JUSTIN L	431	5,372.00	76.00	35.12	2,669.12
Total:							18,189.99
Staff Benefits .4402:							8,007.23
Total with Benefits:							\$26,197.22

OVERTIME - SAFETY

CLASS	SERIAL	NAME	WP	SALARY	HOURS	RATE	AMOUNT
FIRE APPARATUS ENGINEER	693	OCONNELL, DAVID A	431	5,049.00	3.50	33.00	115.50
FIRE APPARATUS ENGINEER	505	ONEILL, CHRISTOPHER M	431	5,049.00	72.00	33.00	2,376.00
FIRE APPARATUS ENGINEER	750	ZAVALA, ENRIQUE R	431	5,211.64	24.00	34.07	817.68
FIRE APPARATUS ENGINEER (PAF)	612	MEDICUS, BRYCE D	431	5,789.00	30.00	37.85	1,135.50
FIRE APPARATUS ENGINEER (PAF)	612	MEDICUS, BRYCE D	431	5,612.00	20.00	36.68	733.60
FIRE APPARATUS ENGINEER (PAF)	650	MURRAY, STEVEN D	431	5,825.00	24.00	38.07	913.68
FIRE CAPTAIN	131	MASON, SCOTT A	431	6,535.65	24.00	42.72	1,025.28
FIRE FIGHTER II	654	BENNETT, EVAN A	431	4,292.00	72.00	28.05	2,019.60
FIRE FIGHTER II	866	CLASS, TAYLOR M	431	4,588.51	60.00	29.99	1,799.40
FIRE FIGHTER II	762	CLIFFORD, EDDIE D	431	4,872.88	48.00	31.85	1,528.80
FIRE FIGHTER II	716	CORDOVA, OCTAVIO	431	4,838.36	24.00	31.62	758.88
FIRE FIGHTER II	202	GUERRERO, ANDREW A	431	4,344.00	48.00	28.40	1,363.20
FIRE FIGHTER II	873	LANKENAU-RAY, ERIC T	431	4,484.00	24.00	29.31	703.44
FIRE FIGHTER II	892	MALDONADO, BRENNEN F	431	4,137.00	24.00	27.05	649.20
FIRE FIGHTER II	688	ROCHAT, VICTORIA A	431	4,082.51	48.00	26.69	1,281.12
FIRE FIGHTER II	842	SOLA, JESSE D	431	4,177.00	72.00	27.30	1,965.60
FIRE FIGHTER II	710	WILLIAMS, BRANDON R	431	3,964.00	24.00	25.91	621.84
FIRE FIGHTER II (PARAMEDIC)	684	BARRERAS, MICHAEL A	431	4,048.00	24.00	26.46	635.04
FIRE FIGHTER II (PARAMEDIC)	650	CARR, JEREMY K	431	4,537.00	72.00	29.66	2,135.52
FIRE FIGHTER II (PARAMEDIC)	660	CLARKE, GARRETT M	431	4,048.00	24.00	26.46	635.04
FIRE FIGHTER II (PARAMEDIC)	722	CORLETT, DAVID T	431	5,476.20	54.00	35.79	1,932.66
FIRE FIGHTER II (PARAMEDIC)	281	MORRIS, JUSTIN L	431	5,372.00	34.00	35.12	1,194.08
FIRE FIGHTER II (PARAMEDIC)	657	WILLIMAN, BRIAN D	431	4,537.00	26.00	29.66	771.16

Billing Period: Item 16.

RRU	SOUTHERN REGION	INDEX 3100	PCA 37129	BANNING WEST STATION 20
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Total: 27,111.82
Staff Benefits .0145: 393.12
Total with Benefits: \$27,504.94

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California Department of Forestry and Fire Protection



Billing Period: 6/1/2021

RRU	SOUTHERN REGION	INDEX 3100	PCA 37129	BANNING WEST STATION 20
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Gross Expenditures:		\$95,549.13
Administrative Charge:	.0700	6,688.44
Statewide Pro Rata:	.0496	4,739.24
		<hr/>
GRAND TOTAL:		\$106,976.81

Prepared by: <i>Maria Silva</i>	Date Sent to Accounting:
Approved by: <i>B. Owen</i>	Date: 7/8/2021

Print Date: 07/07/2021 5:27PM Ver 1.8

RRU	SOUTHERN REGION	INDEX 3100	PCA 37129	BANNING WEST STATION 20
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Safety - BU (08)
PERSONNEL SALARIES

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>	<u>%</u>	<u>SALARY</u>	<u>DAYS</u>	<u>HOURS</u>	<u>AMOUNT</u>
FIRE APPARATUS ENGINEER	693	CONNELL, DAVID A	100.00	4,675.95	22.00	0.00	4,675.95
FIRE APPARATUS ENGINEER (PARAMEDIC)	612	MEDICUS, BRYCE D	100.00	4,967.32	22.00	0.00	4,967.32
FIRE CAPTAIN	603	ARIZAGA, MICHAEL L	100.00	5,515.50	22.00	0.00	5,515.50
FIRE FIGHTER II	866	CLASS, TAYLOR M	100.00	4,147.70	22.00	0.00	4,147.70
FIRE FIGHTER II	761	MORGAN, ALADDIN K	100.00	4,147.70	22.00	0.00	4,147.70
FIRE FIGHTER II (PARAMEDIC)	722	CORLETT, DAVID T	100.00	4,066.30	22.00	0.00	4,066.30
FIRE FIGHTER II (PARAMEDIC)	281	MORRIS, JUSTIN L	100.00	4,512.22	22.00	0.00	4,512.22
Total:							32,032.69
Staff Benefits 0.6701:							21,465.11
Total with Benefits:							\$53,497.80

COBEN EXCESS

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>	<u>%</u>	<u>SALARY</u>	<u>DAYS</u>	<u>HOURS</u>	<u>AMOUNT</u>
FIRE FIGHTER II	866	CLASS, TAYLOR M	100.00	4,147.70	22.00	0.00	104.51
FIRE FIGHTER II (PARAMEDIC)	722	CORLETT, DAVID T	100.00	4,066.30	22.00	0.00	580.20
Total:							684.71
Staff Benefits 0.0145:							9.93
Total with Benefits:							\$694.64

RRU	SOUTHERN REGION	INDEX 3100	PCA 37129	BANNING WEST STATION 20
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UNIFORM - SAFETY

<u>CLASS</u>	<u>NAME</u>	<u>DESCRIPTION</u>	<u>RATE</u>	<u>%</u>	<u>AMOUNT</u>
FIRE APPARATUS ENGINEER	OCONELL, DAVID A	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE APPARATUS ENGINEER (PARAM	MEDICUS, BRYCE D	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE CAPTAIN	ARIZAGA, MICHAEL L	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II	CLASS, TAYLOR M	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II	MORGAN, ALADDIN K	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II (PARAMEDIC)	CORLETT, DAVID T	Permanent Fulltime Wearer	177.50	100.00	177.50
FIRE FIGHTER II (PARAMEDIC)	MORRIS, JUSTIN L	Permanent Fulltime Wearer	177.50	100.00	177.50
Total:					1,242.50
Staff Benefits :0.0145					18.02
Total with Benefits:					\$1,260.52

RRU	SOUTHERN REGION	INDEX 3100	PCA 37129	BANNING WEST STATION 20
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EXTENDED DUTY WEEK COMP - SAFETY

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>	<u>WP</u>	<u>SALARY</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
FIRE APPARATUS ENGINEER	693	OCONNELL, DAVID A	432	5,049.00	76.00	33.00	2,508.00
FIRE APPARATUS ENGINEER (PAF)	612	MEDICUS, BRYCE D	432	5,789.00	76.00	37.85	2,876.60
FIRE CAPTAIN	603	ARIZAGA, MICHAEL L	432	5,934.00	76.00	38.79	2,948.04
FIRE FIGHTER II	866	CLASS, TAYLOR M	432	4,588.51	76.00	29.99	2,279.24
FIRE FIGHTER II	761	MORGAN, ALADDIN K	432	4,484.00	76.00	29.31	2,227.56
FIRE FIGHTER II (PARAMEDIC)	722	CORLETT, DAVID T	432	5,476.20	76.00	35.79	2,720.04
FIRE FIGHTER II (PARAMEDIC)	281	MORRIS, JUSTIN L	432	5,372.00	76.00	35.12	2,669.12
Total:							18,228.60
Staff Benefits .4402:							8,024.23
Total with Benefits:							\$26,252.83

OVERTIME - SAFETY

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>	<u>WP</u>	<u>SALARY</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
FIRE APPARATUS ENGINEER	626	MINOR, BRETT L	432	5,098.74	24.00	33.33	799.92
FIRE APPARATUS ENGINEER	693	OCONNELL, DAVID A	432	5,049.00	3.50	33.00	115.50
FIRE CAPTAIN	507	BERNARDO, EVAN C	432	5,912.04	18.00	38.64	695.52
FIRE CAPTAIN	508	ESCANDEL, MATTHEW R	432	5,655.00	27.00	36.96	997.92
FIRE CAPTAIN	610	EVANS, SHAWN M	432	5,655.00	24.00	36.96	887.04
FIRE CAPTAIN	624	GHILONI, RICHARD M	432	5,934.00	24.00	38.79	930.96
FIRE FIGHTER II	654	BENNETT, EVAN A	432	4,292.00	48.00	28.05	1,346.40
FIRE FIGHTER II	762	CLIFFORD, EDDIE D	432	4,872.88	24.00	31.85	764.40
FIRE FIGHTER II	761	MORGAN, ALADDIN K	432	4,484.00	40.00	29.31	1,172.40
FIRE FIGHTER II	688	ROCHAT, VICTORIA A	432	4,082.51	24.00	26.69	640.56
FIRE FIGHTER II (PARAMEDIC)	650	CARR, JEREMY K	432	4,537.00	24.00	29.66	711.84
FIRE FIGHTER II (PARAMEDIC)	722	CORLETT, DAVID T	432	5,476.20	49.00	35.79	1,753.71
FIRE FIGHTER II (PARAMEDIC)	725	DYER, CHRISTOPHER B	432	4,288.00	26.50	28.02	742.53
FIRE FIGHTER II (PARAMEDIC)	281	MORRIS, JUSTIN L	432	5,372.00	10.00	35.12	351.20
FIRE FIGHTER II (PARAMEDIC)	203	OCONNOR, CHRISTOPHER J	432	5,297.00	48.00	34.62	1,661.76
Total:							13,571.66
Staff Benefits .0145:							196.79
Total with Benefits:							\$13,768.45

RRU	SOUTHERN REGION	INDEX 3100	PCA 37129	BANNING WEST STATION 20
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OPERATING EXPENSES AND EQUIPMENT

	<u>CATEGORY</u>	<u>REMARKS</u>	<u>RATE</u>	<u>%</u>	<u>AMOUNT</u>
ADMIN	TRAVEL	SEE EXPENDITURE REPORT	24.00	100.00	24.00
				Total:	\$24.00

SCHEDULE A CHARGES
 FY 20/21 4TH QUARTER

Voucher ID	Invoice Date	Supplier Name	Invoice Number	Amount	Svc Loc
00230340	5/27/2021	MARK D HULL	TEA003162883	24,000	37129
				24,000	

RRU	SOUTHERN REGION	INDEX 3100	PCA 37129	BANNING WEST STATION 20
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RETROACTIVE CHARGES
OVERTIME - SAFETY

<u>CLASS</u>	<u>SERIAL</u>	<u>NAME</u>	<u>WP</u>	<u>SALARY</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
FIRE APPARATUS ENGINEER	746	VASQUEZ, CARLOS A	422	5,098.74	24.00	0.49	11.76
FIRE APPARATUS ENGINEER	746	VASQUEZ, CARLOS A	426	5,098.74	24.00	0.49	11.76
FIRE APPARATUS ENGINEER	746	VASQUEZ, CARLOS A	429	5,098.74	48.00	0.49	23.52
FIRE APPARATUS ENGINEER	746	VASQUEZ, CARLOS A	430	5,098.74	48.00	0.49	23.52
FIRE FIGHTER II (PARAMEDIC)	275	DALU, DEAN J. A	430	4,667.00	24.00	-0.85	-20.40
Total:							50.16
Staff Benefits .0145:							0.73
Total with Benefits:							\$50.89

EXPENDITURES

Name	Descr	Invoice No
AT&T	MARCH 2021- AT&T BIG BILL	000016117481
AT&T	APRIL 2021 -AT&T BIG BILL	000016257915
AT&T	AT&T BIG BILL FY 19-20	000016401787
AT&T	AT&T BIG BILL FY 19-20	000016552351
CenturyLink	LANDLINE SERVICE BUNDLED	1509809070
CenturyLink	LANDLINE SERVICE BUNDLED	1511711196
Frontier	FS#66 LANDLINE SERVICE	951-845-3718-041477-5
Frontier	FS#66 LANDLINE SERVICE	951-845-3718-041477-5
Frontier	FS#66 LANDLINE SERVICE	951-845-3718-041477-5
Life Assist	ALS, FIRST AID AND SAFETY MEDI	1076369
Life Assist	ALS, FIRST AID AND SAFETY MEDI	1082295
Life Assist	Discount Lost	1076369
Life Assist	ALS, FIRST AID AND SAFETY MEDI	1082788
Life Assist	Discount Lost	1082295
Life Assist	Discount Lost	1082788
Life Assist	ALS, FIRST AID AND SAFETY MEDI	1083454
Life Assist	NON EXPENDABLE, FIRST AID AND	1083454
Life Assist	Discount Lost	1083454
Life Assist	Discount Lost	1083454
Life Assist	ALS, FIRST AID AND SAFETY MEDI	1085636
Life Assist	Discount Lost	1085636
Life Assist	ALS, FIRST AID AND SAFETY MEDI	1089175
Life Assist	ALS, FIRST AID AND SAFETY MEDI	1090137
Life Assist	Discount Lost	1089175
Life Assist	ALS, FIRST AID AND SAFETY MEDI	1089104
Life Assist	NON EXPENDABLE, FIRST AID AND	1089104
Life Assist	Discount Lost	1090137
Life Assist	Discount Lost	1089104
Life Assist	Discount Lost	1089104
Life Assist	ALS, FIRST AID AND SAFETY MEDI	1094105
Life Assist	Discount Lost	1094105
Life Assist	ALS, FIRST AID AND SAFETY MEDI	1096570
Life Assist	NON EXPENDABLE, FIRST AID AND	1096570
Life Assist	Discount Lost	1096570
Life Assist	Discount Lost	1096570

1 EXPENDITURES

Name	Descr	Invoice No
Life Assist	ALS, FIRST AID AND SAFETY MEDI	1084420
Life Assist	ALS, FIRST AID AND SAFETY MEDI	1096629
Life Assist	Discount Lost	1084420
Life Assist	Discount Lost	1096629
Qwest Communications Co	BUNDLED LANDLINE SERVICE	1495411767
Sprint	SPRINTWRLSS-ACCT#538 SEPT.2019	538375318-231
Sprint	SPRINTWRLSS-ACCT#538 MAR.2021	538375318-232
Sprint	SPRINTWRLSS-ACCT#538 APRIL2021	538375318-233
US Bank National Association	CREDIT CARD PURCHASES FOR DIES	8690159662113
US Bank National Association	CREDIT CARD PURCHASES FOR DIES	8690159662117
US Bank National Association	CREDIT CARD PURCHASES FOR DIES	8690159662122
Verizon Wireless	VZW-ACCT.# -00003 - Jan.2021	9870927721
Verizon Wireless	VZW-ACCT.# -00001 - FEB.2021	9873039658
Verizon Wireless	VZW-ACCT.# -00001 - MAR.2021	9875166140
Verizon Wireless	VZW-ACCT.# -00003 - FEB.2021	9873039659
Verizon Wireless	VZW-ACCT.# -00003 - MAR.2021	9875166141
Verizon Wireless	VZW-ACCT.# -00003 - APRIL.2021	9877310086
Zoll Medical Corporation	PART # 8009-0020 CPR-D Padz CP	3099335
Zoll Medical Corporation	OneStep Cable, X Series	3110296
Zoll Medical Corporation	PART# 8900-0006 Six (6) ECG el	3236743
Zoll Medical Corporation	PART# 8900-0004 Four (4) pack	3237473
Zoll Medical Corporation	PART# 8900-0400 CPR stat padz	3236467
Zoll Medical Corporation	PART # REUSE-12-2MQ - Cuff, Lg	3236467
Zoll Medical Corporation	PART #8000-000876-01 Paper, Th	3236467

4

24/2021

SPRINT WIRELESS - ACCT.# 538375318 - 231 to 234

BEAUMONT

BILL TO	DEPT ID	ASSIGNED TO	PHONE NUMBER	MONTH	
				358412 Feb-21	360413 Mar-21
2700403660	2700403660	E266 - DURA XT	951-232-4271	25.92	24.93
		E66 CELLPHONE - DURA XT	951-906-9155	64.42	46.83
				90.34	71.76
2700403660 Total				84.34	70.16

SPRINT WIRELESS - ACCT.# 538375318 - 235

BEAUMONT

BILL TO	DEPT ID	ASSIGNED TO	PHONE NUMBER	364028
	2700403660	E266 - DURA XT	951-232-4271	24.93
		E66 CELLPHONE - DURA XT	951-906-9155	43.63
2700403660 Total				68.56

Sum Amount	Line Descr	Long Descr
70.16	FPARC_00363321	1st A/P Accrual - FPARC
36.03	FPARC_00363360	1st A/P Accrual - FPARC
68.56	FPARC_00364028	1st A/P Accrual - FPARC
36.03	FPARC_00364296	1st A/P Accrual - FPARC
36.03	FPARC_00364333	1st A/P Accrual - FPARC
40.93	FPARC_00364353	1st A/P Accrual - FPARC
77.98	FPARC_00362552	1st A/P Accrual - FPARC
0.72	FPARC_00363041	1st A/P Accrual - FPARC
81.34	FPARC_00363064	1st A/P Accrual - FPARC
428.83	FPARC_00363259	1st A/P Accrual - FPARC
8.11	FPARC_00363259	1st A/P Accrual - FPARC
4.12	FPARC_00363504	1st A/P Accrual - FPARC
0.08	FPARC_00363504	1st A/P Accrual - FPARC
0.15	FPARC_00364212	1st A/P Accrual - FPARC
8.78	FPARC_00363259	1st A/P Accrual - FPARC
430.23	FPARC_00363259	1st A/P Accrual - FPARC
40.93	FPARC_00364355	2nd A/P Accrual - FPARC
64.52	FPARC_00364479	2nd A/P Accrual - FPARC
40.92	FPARC_00364486	2nd A/P Accrual - FPARC
1,474.45		

1,474.45
1,474.45

Actual AMR Transport cost Reimbursement for FY 20/21

Q4 Apr - Jun 2021

Agency	Incident Count	Percentage	Pmt Breakdown
Banning	-672	3.19%	\$ (7,510.93)
Beaumont	-500	2.37%	\$ (5,580.22)
Coachella	-339	1.61%	\$ (3,790.78)
Desert Hot Springs	-485	2.30%	\$ (5,415.41)
Eastvale	-586	2.78%	\$ (6,545.58)
La Quinta	-561	2.66%	\$ (6,263.03)
Lake Elsinore	-818	3.88%	\$ (9,135.55)
Menifee	-1,851	8.78%	\$ (20,672.72)
Moreno Valley	-2,818	13.37%	\$ (31,479.99)
Norco	-375	1.78%	\$ (4,191.05)
Perris	-1,024	4.86%	\$ (11,442.99)
Rubidoux	-392	1.86%	\$ (4,379.42)
Riverside County	-7,877	37.37%	\$ (87,988.57)
San Jacinto	-742	3.52%	\$ (8,287.93)
Temecula	-1,583	7.51%	\$ (17,682.48)
Wildomar	-455	2.16%	\$ (5,085.77)
Total	-21,079	100.00%	\$ (235,452.43)

\$ (147,463.86) Contract City credit allocation (774930-2700400000)
\$ (87,988.57) Riverside County (774930-2700234010)
 \$ (235,452.43)

City allocation provided by Jennifer Veik.

New rate of \$11.17 was effective January 2018.

NOTE: Enter Percentage only.

FY 20/21 SUPPORT SERVICES SUMMARY

April 1, 2021

	ADMIN / OPERATIONAL \$ PER POSITION	VOLUNTEER PROGRAM \$ PER STATION	MEDIC SUPPORT/ MONITOR-DEFIB	BATT. CHIEF SUPPORT \$ PER STATION	ECC STATION / CALL BASIS	FLEET SUPPORT \$ PER EQUIP	COMM / IT STATION / CALL BASIS	FACILITIES STATION / POSITION BASIS	HAZMAT STATION/ HZMT CALL BASIS	FY 20/21 TOTAL SUPPORT SERVICES	INVOICED SUPPORT SERVICES	VARIANCE CHARGE / (CREDIT)
Banning	126,988	3,160	52,021	136,632	171,030	108,198	204,945	-	16,563	819,537	859,122	(39,585)
Engine 20	120,368	-	50,684	-	-	-	-	-	1,845	172,897	187,876	(14,979)
Beaumont	199,961	3,160	102,705	91,088	134,051	54,099	160,633	-	12,230	757,926	793,151	(35,225)
Canyon Lake	124,731	3,160	50,684	91,088	43,574	54,099	52,214	-	6,211	425,761	447,658	(21,896)
Coachella	171,825	3,160	91,170	91,088	100,214	54,099	120,086	5,823	9,650	647,115	676,551	(29,437)
Desert Hot Springs	124,731	3,160	53,358	91,088	158,713	54,099	190,185	-	9,650	684,984	715,976	(30,992)
Eastvale	324,693	3,160	179,197	182,176	135,764	108,198	162,685	11,142	19,175	1,126,191	1,161,332	(35,142)
Indian Wells	215,007	3,160	135,603	91,088	54,047	54,099	64,764	-	6,211	623,978	643,906	(19,928)
Indio	835,053	3,160	522,155	-	326,546	216,396	391,299	-	27,047	2,321,655	2,472,007	(150,352)
La Quinta	391,346	3,160	211,661	273,264	194,088	162,297	232,575	-	18,382	1,486,773	1,535,691	(48,919)
Lake Elsinore	421,288	3,160	176,523	-	232,291	162,297	278,353	-	23,541	1,297,453	1,414,657	(117,204)
Lake Elsinore	752,300	3,160	315,205	-	415,488	243,446	497,879	-	34,786	2,262,263	2,472,920	(210,657)
Menifee	1,128,450	3,160	486,380	-	700,908	378,693	839,897	-	59,062	3,596,550	3,914,822	(318,272)
Moreno Valley	234,417	3,160	84,919	182,176	114,377	108,198	137,057	-	16,596	880,899	928,095	(47,196)
Norco	900,954	3,160	533,053	273,264	360,498	270,495	431,984	-	22,681	2,796,089	2,862,990	(66,901)
Palm Desert	294,601	3,160	116,480	182,176	266,125	108,198	318,897	-	20,035	1,309,672	1,379,503	(69,831)
Perris	414,969	3,160	298,756	182,176	191,313	108,198	229,249	-	11,437	1,439,258	1,472,416	(33,158)
Rancho Mirage	124,731	3,160	57,369	136,632	107,825	54,099	129,207	4,572	13,090	585,141	608,293	(23,153)
Rubidoux	217,264	3,160	101,368	-	232,036	54,099	278,049	-	17,422	1,040,030	1,065,489	(25,459)
San Jacinto	977,990	3,160	345,429	-	357,596	270,495	428,506	-	34,819	2,417,994	2,686,585	(268,591)
Temecula	199,961	3,160	115,143	91,088	107,914	54,099	129,313	6,570	10,510	717,757	748,202	(30,445)
Wildomar	6,049,545	53,689	2,699,521	2,198,541	2,634,228	5,436,950	3,296,371	208,524	841,110	23,418,479	25,901,305	(2,482,826)
FY20/21 TOTAL	14,351,173	116,889	6,779,382	4,384,653	7,038,620	8,114,851	8,574,147	236,630	1,232,056	50,828,402	54,948,549	(4,120,147)

(schedule A) (schedule B) (schedule C) (schedule D) (schedule E) (schedule F) (schedule G) (schedule H) (schedule I) (appendix 4 & 8)

BEAUMONT AO-17

CONTRACT WORK SUMMARY
 COST BY EMPLOYEE
 WP# 420-426 (Per 6/15/20 - 12/27/20)

Name		Class	PCA	Pay Code		Total Hours	Sum of Cost	Total Costs	Total Total Hours	Total Sum of Cost	Total Total Costs
Reg.											
		Total Hours	Sum of Cost	Total Costs	Total Hours	Sum of Cost	Total Costs	Total Total Hours	Total Sum of Cost	Total Total Costs	
WOYCHAK,		1077	37101	-	\$	-	\$	-	-	\$	\$
WOYCHAK, MATTHEW S Total				-	\$	-	\$	-	-	\$	\$
DUTTON, R		1756	37101	\$600.00	\$17,050.55	\$31,881.87	\$600.00	\$600.00	\$17,050.55	\$31,881.87	
DUTTON, RYAN Total				\$600.00	\$17,050.55	\$31,881.87	\$600.00	\$600.00	\$17,050.55	\$31,881.87	
Grand Total				\$600.00	\$17,050.55	\$31,881.87	\$600.00	\$600.00	\$17,050.55	\$31,881.87	



Staff Report

TO: City Council

FROM: Todd Parton, City Manager

DATE: September 21, 2021

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

Background and Analysis:

On March 17, 2020, the City Council passed and approved Resolution No. 2020-07 ("Resolution") which authorized the City Manager to execute a declaration of the existence of a local emergency in the City of Beaumont. Approval of the Resolution was in response to the declaration by the World Health Organization (WHO) of the COVID – 19 pandemic, Governor Gavin Newsom's declaration of a state of emergency for all California, and the increase of infections within the City of Beaumont and the immediate area.

The emergency declaration must be reviewed every 60 days in order to determine whether conditions exist for its continuance. This emergency declaration was reviewed by the City Council on June 15, 2021, and was not modified.

The City Council's adoption of Resolution No. 2020-07 established the existing emergency declaration and empowered the City Manager to:

1. Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency;
2. Obtain vital supplies, equipment and such other properties found lacking and needed for the protection of life and property, and to bind the City for the fair value thereof;
3. Require emergency services of any City officer or employee, and, in the event of the proclamation of a state of emergency in Riverside County, to command the aid of as many citizens of Beaumont as is deemed necessary by the City Manager for the execution of the City Manager's duties; such persons shall be

entitled to all privileges, benefits and immunities as are provided by state law for registered disaster service workers;

4. Requisition necessary personnel or material to any City department or agency; and
5. Execute all ordinary duties and powers of the City Manager as well as special powers conferred by the Beaumont Municipal Code, by resolution or emergency plan adopted by the City Council, and all other powers conferred by the City Council and any other lawful authority.

As of the time that this memorandum was prepared, there had been no significant cessation of the conditions that originally warranted the adoption of Resolution No. 2020-07. The COVID – 19 pandemic originally declared by the WHO was still in place, Governor Newsom’s emergency declaration remained in effect, and new cases of infection were still being diagnosed within Beaumont’s immediate area.

If Beaumont’s emergency declaration remains in effect, it will be brought back to the City Council for consideration no later than November 16, 2021. In the event that the City Council determines that a local emergency declaration is no longer required, an amending resolution will be presented for City Council consideration at the next regular City Council meeting of October 5, 2021, or earlier at a special meeting convened by the City Council for that purpose.

Fiscal Impact:

There are no costs resulting from the continuation of a local state of emergency. City staff estimates that preparation of this report cost to be approximately \$75.

Recommended Action:

City staff recommends waiting for the Governor Newsom’s official announcement on the status of the State’s emergency declaration before making any change regarding the local emergency declaration. This is to ensure that Beaumont remains eligible for federal and state emergency aid.

Attachments:

- A. City of Beaumont Resolution No. 2020-07

RESOLUTION NO. 2020-07

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT
AUTHORIZING THE CITY MANAGER TO EXECUTE A DECLARATION OF THE
EXISTENCE OF A LOCAL EMERGENCY IN THE CITY OF BEAUMONT**

WHEREAS, the health, safety, and welfare of persons in Beaumont are presently at risk due to the increasing number of cases of the coronavirus (COVID-19) across the state; and

WHEREAS, the World Health Organization declared COVID-19 a pandemic; and

WHEREAS, on March 4, 2020 California Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

WHEREAS, the increase of reported cases and deaths associated with COVID-19 has also prompted the County of Riverside on March 10, 2020 to proclaim a local and public health emergency; and

WHEREAS, on March 15, 2020 California Governor Newsom held a press conference to announce that individuals 65 and older or vulnerable to COVID-19 must practice home isolation and bars, night clubs, wineries, and breweries should close in California while restaurants should run at 50% capacity to maximize social distancing; and

WHEREAS, the City Council desires to protect the health, safety, and welfare of the public and residents of the City of Beaumont;

**NOW, THEREFORE BE IT RESOLVED BY THE BEAUMONT CITY COUNCIL
AS FOLLOWS:**

Section 1. The City Council hereby declares a local emergency by way of this resolution and by way of authorizing the City Manager to execute and issue the attached Declaration of the Existence of a Local Emergency (“Declaration”). The City Manager is authorized to make any amendments and/or modifications to the attached Declaration he deems necessary to protect the health, safety, and welfare of the public and issue further orders as necessary or appropriate.

Section 2. The local emergency shall remain in effect until such time that the Council determines that the emergency conditions have been abated.

Section 3. This Resolution shall take effect immediately upon its passage and adoption.


MOVED, PASSED, and ADOPTED this 17th day of March, 2020, by the following vote:

AYES: White, Martinez, Carroll, Lara, Santos

NOES:

ABSTAIN:

ABSENT:

By: 

Rey Santos, Mayor
City of Beaumont

ATTEST:

By: 

Nicole Wheelwright, City Clerk
City of Beaumont

**DECLARATION OF THE EXISTENCE OF A LOCAL EMERGENCY
CITY OF BEAUMONT**

March 17, 2020

WHEREAS, Beaumont Municipal Code section 2.28.020 empowers the City Manager, to proclaim the existence or threatened existence of a local emergency when the City is exposed to an actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City; and

WHEREAS, the City Manager of the City of Beaumont, does hereby find that:

1. Threatened existence of conditions of extreme peril to the health and safety of persons in Beaumont are present as a result of the increasing spread of novel coronavirus (COVID-19) across the state; and
2. The federal Centers for Disease Control and Prevention has confirmed multiple cases of individuals who have severe respiratory illness caused by a novel coronavirus, called COVID-19, as well as deaths caused by this illness; and
3. The World Health Organization declared COVID-19 a pandemic; and
4. On March 4, 2020 California Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and
5. The increase of reported cases and deaths associated with COVID-19 has also prompted the County of Riverside on March 10, 2020 to proclaim a local and public health emergency; and
6. On March 15, 2020 California Governor Newsom held a press conference to announce that individuals 65 and older or vulnerable to COVID-19 must practice home isolation and bars, night clubs, wineries, and breweries should close in California while restaurants should run at 50% capacity to maximize social distancing; and
7. A proclamation of a local emergency will assist in a coordinated public health response to reduce transmission and illness severity, provide assistance to health care providers, coordinate and mitigate public services that may be disrupted from this emergency, and mitigate any other effects of this emergency on the citizens of the City; and
8. Under California Government Code section 8630(b) and Beaumont Municipal Code section 2.28.040, a proclamation of local emergency must be ratified by the City Council within seven (7) days to remain in effect.

NOW, THEREFORE, IT IS HEREBY DECLARED, that a local emergency now exists throughout the City; and

IT IS FURTHER DECLARED AND ORDERED that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law, ordinances, and resolutions of the City of Beaumont; and

The local emergency shall remain in effect until such time that the Council determines that the emergency conditions have been abated; and

IT IS FURTHER DECLARED AND ORDERED that, without limiting the nature of the foregoing, the City Manager or his designee pursuant to Chapter 2.28 of the Beaumont Municipal Code, is empowered:

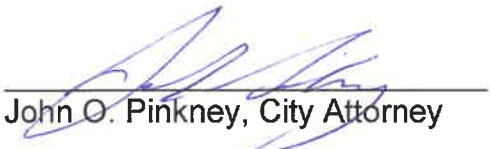
- (A) To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency;
- (B) To obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property, and to bind the City for the fair value thereof;
- (C) To require emergency services of any City officer or employee and, in the event of the proclamation of a state of emergency in Riverside County, to command the aid of as many citizens of this community as he deems necessary in the execution of his duties; such persons shall be entitled to all privileges, benefits and immunities as are provided by state law for registered disaster service workers;
- (D) To requisition necessary personnel or material to any City department or agency; and
- (E) To execute all of his ordinary power as City Manager, all of the special powers conferred upon him by Chapter 2.12 of the Beaumont Municipal Code or by resolution or emergency plan pursuant thereto adopted by the City Council, all powers conferred upon him by any statute, by any agreement approved by the City Council, and by any other lawful authority.

March 14, 2020



Todd Parton,
City Manager

APPROVED AS TO LEGAL FORM:



John O. Pinkney, City Attorney



ANGIE ARCILLA
arcilla@sbemp.com
FIRM ASSISTANT TO SONJA LEE

REPLY TO:
Palm Springs, California

September 7, 2021

CITY OF BEAUMONT PROFESSIONAL SERVICES THRU: 8/31/2021

TOTAL DUE: \$95,418.60

Sincerely,
SBEMP, LLP

By: Angie Arcilla

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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San Diego, CA
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New Jersey
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SBEMP

A T T O R N E Y S

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

9/7/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*AIG

Professional services through: 8/14/2021:

Invoice # 66168

	<u>Amount</u>
<u>BALANCE DUE – PLEASE SUBMIT PAYMENT:</u>	<u>\$12,659.00</u>

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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Palm Springs, CA 92262
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Telephone 760-322-2275
Facsimile 760-322-2107

9/7/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Fibracast

Professional services through: 8/19/2021:

Invoice # 66169

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT: \$2,915.00

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Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

9/7/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*421Faircliff

Professional services through: 8/31/2021:

Invoice # 66054

	<u>Amount</u>
<u>BALANCE DUE – PLEASE SUBMIT PAYMENT:</u>	<u>\$742.50</u>

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

9/7/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Carpenters

Professional services through: 8/31/2021:

Invoice # 66056

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	\$4,867.50

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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Telephone 760-322-2275
Facsimile 760-322-2107

9/7/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Fitterer

Professional services through: 8/31/2021:

Invoice # 66058

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	\$687.50

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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San Diego, CA
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New York
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SBEMP

A T T O R N E Y S

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Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

9/7/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Fortier

Professional services through: 8/31/2021:

Invoice # 66059

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	\$55.00

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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Indian Wells, CA
T (760) 322- 9240

Orange County, CA
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San Diego, CA
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New Jersey
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New York
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Telephone 760-322-2275
Facsimile 760-322-2107

9/7/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Gregg

Professional services through: 8/31/2021:

Invoice # 66060

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	\$1,760.00

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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9/7/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Jackson

Professional services through: 8/31/2021:

Invoice # 66062

	<u>Amount</u>
<u>BALANCE DUE – PLEASE SUBMIT PAYMENT:</u>	<u>\$257.50</u>

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9/7/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Lee

Professional services through: 8/31/2021;

Invoice # 66063

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	\$1,503.30

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9/7/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Norton Rose

Professional services through: 8/31/2021:

Invoice # 66064

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT: \$110.00

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9/7/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Peters

Professional services through: 8/31/2021:

Invoice # 66065

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	\$742.50

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9/7/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Urban Logic

Professional services through: 8/31/2021:

Invoice # 66066

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	\$2,310.00

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9/7/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Weka

Professional services through: 8/31/2021:

Invoice # 66067

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT: \$1,595.00

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9/7/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-FairwayCanyon

Professional services through: 8/31/2021:

Invoice # 66068

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	\$764.80

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9/7/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Gen Lit

Professional services through: 8/31/2021:

Invoice # 66069

	<u>Amount</u>
<u>BALANCE DUE – PLEASE SUBMIT PAYMENT:</u>	<u>\$2,337.50</u>

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9/7/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Labor&Employ

Professional services through: 8/31/2021:

Invoice # 66070

	<u>Amount</u>
<u>BALANCE DUE – PLEASE SUBMIT PAYMENT:</u>	<u>\$95.60</u>

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9/7/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Legacy HP

Professional services through: 8/31/2021:

Invoice # 66071

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT: \$12,475.80

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9/7/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-NobleCreekRev

Professional services through: 8/31/2021:

Invoice # 66072

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT: \$11,711.00

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9/7/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-OverRetainer

Professional services through: 8/31/2021:

Invoice # 66170

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT: \$22,537.70

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9/7/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Retainer

Professional services through: 8/31/2021:

Invoice # 66074

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$7,500.00

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9/7/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Terra-Gen

Professional services through: 8/31/2021:

Invoice # 66075

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT: \$1,673.00

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9/7/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-UtilityAuthor

Professional services through: 8/31/2021:

Invoice # 66171

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	\$4,756.10

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9/7/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-VillageShopCe

Professional services through: 8/31/2021:

Invoice # 66077

	<u>Amount</u>
<u>BALANCE DUE -- PLEASE SUBMIT PAYMENT:</u>	<u>\$1,362.30</u>

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DEPARTMENT PROJECTS

SCHEDULE UPDATES

August 2021

CITY CLERK



CITY CLERK'S OFFICE PROJECT SCHEDULE August 2021

- **Records Indexing**
 - Records inventory and clean up – COMPLETE
 - Laserfiche user-friendly clean up – IN PROGRESS
- **Public Records Requests for the Month of Aug**

Public Records Requests for the Month

Requestor	No. of Requests	Date Received	Response Date	Response Update	Status	Staff Time Allocated
S. Pobee	1	Aug 2, 2021	Aug 4, 2021		Complete	.25 hr
Accutrend	1	Aug 4, 2021	Aug 4, 2021		Complete	.25 hr
K. Melvin	1	Aug 6, 2021	Aug 6, 2021		Complete	.25 hr
B. Ristoff	1	Aug 9, 2021	Aug 9, 2021		Complete	.25 hr
F. Trinidad	1	Aug 8, 2021	Aug 9, 2021		Complete	.50 hr
L. Chatar	6	Aug 9, 2021	Aug 13, 2021		Complete	1.25 hrs
R. Enriquez	1	Aug 17, 2021	Aug 18, 2021		Complete	.50 hr
B. Riddle	1	Aug 26, 2021	Aug 27, 2021		Complete	.50 hr
E. Abano	22	Aug 27, 2021	Aug 27, 2021		Complete	.50 hr
H. Evans	5	Aug 26, 2021	Aug 30, 2021		Complete	1.00 hr
K. Skinner	1	Aug 30, 2021	Aug 31, 2021		Complete	.50 hr

Extended Time Required Public Records Requests

Requestor	No. of Requests	Requested Documents	Date Received	Response Update	Status	Staff Time Allocated	Costs Associated
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Monthly Totals

No. of Requests	No. of Completed Requests	Staff Time Allocated
41	41	5.75 hrs

COMMUNITY DEVELOPMENT



COMMUNITY DEVELOPMENT UPDATE Ending August 2021

- Housing Element Update
 - Staff received comments on the DRAFT Housing Element Update and are preparing revisions
 - Objective Design Standards are being prepared
- Ordinance Updates
 - Accessory Dwelling Unit Ordinance will be included in the Housing Element Update to comply with State law – will be updated utilizing SB2 funding and LEAP Grant Funding
- MSHCP – Western Riverside County Multiple Species Habitat Conservation Plan
 - Fee update took effect July 1, 2021.
 - Staff is currently working with the program on 4 projects within the City and sphere
 - Staff is participating in RCA committee reviewing the MSHCP program
- Planning Commission
 - The next Planning Commission meeting will be September 28, 2021.
- Grant application
 - GRANT AWARDED: LEAP Grant funding (round two of SB2 funding) in the amount of \$150,000. Contract is executed and funds available for the Housing Element Update
 - GRANT AWARDED - \$160,000. Contract is executed and funds will be available for the Housing Element Update.
 - First reimbursements to be submitted in June.
- Code Enforcement
 - Continued work on closing out long-term cases after Admin hearings.
 - Code Enforcement staff is finishing certification courses
- Building and Safety Department Data for August
 - <http://www.ci.beaumont.ca.us/DocumentCenter/View/2428>



Project Status Report

Project Number	Date Submitted	Applicant	Project Location	Project Description	Project Status	Anticipated PC Hearing Date	Anticipated CC Hearing Date
ENV2021-0017, PLAN2021-0656, PM2021-0009, PP2021-0388-0391, SP2021-0005	08/20/2021	Exeter	North side of Brookside Avenue, South side of Cherry Avenue, East of I-10 at 37101 and 37251 Cherry Valley Blvd.	Summit Station Specific Plan Amendment from residential to commercial, industrial and open space on 188 acres formerly known as the SunnyCal Specific Plan	Submitted, initial review	2022	2022
PP2021-0385 CUP2021-0059	7/28/21	Starbucks	449 E. 4th Street (old Denny's)	Starbucks with a drive-thru	In review		
07-ENV-001		Legacy Highlands SP	s/o SR 60 w/o Beaumont Ave.	Court required remedy of EIR deficiencies	Recission in process		Sept/Oct
PP2020-0317	10/12/2020	John Dykes McClure Machine	North side of 1st Street, East of Viele	17,000sf concrete tilt-up industrial building	Environmental under review		NA
SP2019-0003, PLAN2019-0283, PLAN2019-0284, ENV2019-0008	04/08/2019	JRT BP 1LLC	West of Jack Rabbit Trail, south of SR-60	Annexation, Specific Plan, GPA, EIR for development of 622 acres	Screen check Draft EIR in process, SP review in process	2022	2022
CUP2109-0033&34 PP2019-0209	06/03/2019	Jaswindier Singh Sondh	NWC Pennsylvania Ave & I-10	Proposed gas station, C-market with alcohol sales, quick service restaurant and car wash	Staff review of proposed revisions, CEQA review, CalTrans Issues		NA
ENV2019-0009	07/18/2019	ASM Beaumont Potrero Logistics	s/o SR 60 e/o Hidden Canyon just west of Potrero	Industrial development ~500K sf, would require annexation for small piece of land & entitlement process (ASM)	Screen check EIR in review	2021	2021
PP2019-0222 PM2019-0006	07/30/2019	Ari Miller, Santiago Holdings	NWC Beaumont Ave & Oak Valley Pkwy	Retail center w/possible grocery anchor, drive-thru restaurants, retail & gas station	Staff review, discussion on improvements	2021	NA

Item 19.

COMMUNITY SERVICES_TRANSIT



COMMUNITY SERVICES-TRANSIT August 2021

Recreation

Upcoming Events

- National Night Out- August 2nd - Completed
 - Partner with Beaumont Police Dept
 - Approx. 300 Residents
 - Movie- *Onward*
 - Food Trucks
 - Beaumont Interact Club gave away clothes
- State of the City – August 25th – CRC: Completed
 - Next Year’s booked for 8/24/22
- Monster Mash – October 16th – CRC
- Trunk or Treat – October 31st – Sports Park
- Veteran’s Day Parade – Nov. 11th – Beaumont Ave to City Hall
- Holiday Light Parade – Dec. 10th
- Soup-OR-Bowl (Superbowl LVI) Fundraising Event – January/February
- Veterans Expo – February/March
- FSA Senior Lunch Grab and Go – October 1, 2021, Indoor eating

Ongoing Programs (In-person) – *Chatigny Center now open to public*

- Senior meals drive-through handout (in partnership with Family Services Association)
 - CRC - Every Thursday at 10:00 am
- Chair Yoga – CRC - every Tuesday & Thursday
- Gentle Yoga – CRC - Wednesdays, 5:30 pm
- Fit After 50 - CRC - Mon, Wed & Fridays
- BINGO – CRC - Fridays 10:30am-11:30am
- Senior Aerobics – Mon, Wed & Fridays – 9am
- Cookie decorating class – 1 class a month
- Pickleball: Mon, 11am-1pm & Tues, 8am-10am
- Open Basketball: Mon, 1:30pm-3:30pm & Wed, 1:30pm-3:30pm
- Parent and Me Ballet – October, Mondays - 4:30pm-5:15pm
- Introductory to Ballet – October, Mondays – 5:15pm-6pm
- Zumba – class schedule pending

Virtual Programs (Online)

- Beaumont Parks and Recreation merged Facebook pages with Beaumont Transit
- Advertising of all in-person programming

Spotlight on Social Media

- Employee Spotlight- Gilberto Fierro (newest hire)

Parks

Nicklaus Park

- Gates at dog park scheduled to be replaced – In-Progress

Mt. View Park (Sundance)

- New display boards for pavilion reservations- installed
- Request for bids for steel shade structure over large playground

Three Rings Ranch Park

- Trees trimmed for entire park by WCA (contractor)

Stetson

- Irrigation upgrades- Ongoing
- New Gopher Control contract for entire park - ongoing

Stewart Park

- Architect provided concept plans for Amphitheater for lower section of park
 - Include ADA path of travel requirements and required electrical relocation

Sports Park

- New Gopher Control contract for entire park - ongoing

DeForge Park

- CDF vegetation removal in channel- Ongoing
- Restroom door to be replaced after vandalism

Grounds Maintenance

Rights-of-Way

- Graffiti Removal – Eleven (11) locations
- Cherry Channel (south) walking path irrigation replacement – underway
 - Valve replacements
 - Prep new drip line in anticipation of new landscape install
- City backflow devices inspection – completed
 - Those needing repairs are scheduled
- Mulch Project –
 - Cherry Channel (north of Oak Valley) and CRC- Completed

Open Space and City Owned Lots

- Weed Abatement Program

- Coordinating with CDF – Seneca Springs open space – underway
- Contractor to submit bids for all city lots – under review

CRC – State of the City Prep

- Trimmed all trees
- Additional mulch placed in all planters and around the CRC
- Pressure washed all hardscape around CRC
- Added new plant material to Cherry Channel north

Building Maintenance

Fire Station 66

- New ice machine - Ordered
- Electrical Engineer hired to review plans and determine appropriate design-walk through completed

City Hall

- All roof drains opened and cleaned out
- Paint and Stucco RFP awarded – Pre-Construction scheduled

Police Department

- Enhance lighting in parking lot – In-Progress
- Obtaining quotes for minor roof repair to modular building
- Electrical and Generator Upgrades – In Progress

Chatigny Recreation Center

- HVAC System – wireless system installation - Completed
- Preventative maintenance completed on all HVAC units at CRC. Mechanical repairs made as needed
- New drywall in elevator mechanical room after water leak – In-Progress
- New LED lights in lobby and stage installed
- Sound buffering panels replaced in gymnasium
- New LED lighting in lobby bathrooms installed
- AC Compressor unit replaced for stage and green room

VFW

- Roof and drywall repairs- completed

Transit

Operations

- Senate Bill 149 – Trailer bill proposing an additional year of farebox recovery waiver – staff is tracking progress
- All bus routes are operating at full capacity
 - Masks required
- Free Fare Promotion continues funded by LCTOP grant

- Routes 7 & 9- back in full service
- Service changes made to Casino Express and Commuter Link 125
- Branding Update:
 - Phase 1: Bus Wraps- Complete
 - Phase 2: Bus Stop Blades- In Progress
- EV Charging Station use:
 - August: 42 unique drivers, charging for 187 sessions
 - EV Charging Rate Increase being discussed and will be presented to Council
- New EV shuttles - getting driver barriers modified to fit vehicles.
- 3 new buses are in service both fixed and commuter routes
- Smog inspections on vehicles that are required this year have begun being tested

Spotlight on Social Media

- Employee Spotlight- Gilbert Krieter

Capital Improvement Plan Projects

Stewart Park Project – 3.95M

- City Council approved conceptual plan January 19th
- Geotechnical survey contract awarded
 - Boring completed – final report completed
- Demolition Work of Pool and Pavilion Buildings – completed
- Electrical engineering – engineering design work pending engagement of consultant
- Landscape architect retained to design bandshell and multi-purpose fields
- Meeting held with Water Odyssey
 - Contract awarded for design
 - Preliminary design expected Sept. 18th
- Street vacation of 10th Street
 - Pending Council approval

Rangel Park Ballfield Lights, Electrical and Playground - \$500,000

- Geotechnical engineering – completed
- Electrical engineering – engineering design work awarded to KEWO Engineering
 - Preliminary design and cost estimate recommendations received by staff
- Splash Park – scope and quote received for design
- Landscape Architect retained for pre-construction plans
- Civil Engineer retained for topography and grading/drainage plans

Playground Shade Covers Phase I - \$250,000

- Request for bids out to public for steel shade cover construction – Bids received and in review

Compressed Natural Gas Fueling Station

- So Cal Gas meeting to discuss tariff agreement – ongoing
- Application for new gas service - Completed
- Presentation to Council coming soon

Bus Shelter Project- Walmart

- Contract awarded- August 3rd City Council Meeting
- Shelters and other amenities delivered
- Construction began September 7th, completion expected Mid-October
 - Walmart bus stop relocated to 1st Street at Sonic and additional stop at Raising Canes side of 2nd Street.

Grants

- Carl Moyer Program – SCAQMD - \$600,000
 - Application approved at January 15th meeting
 - Additional funds to be used for CNG station
- Prop 68 Per Capita Grant - \$177,952
 - Approved by City Council to apply for funding to improve Three Rings Ranch Park
- Circle 4 Tree Planting Grant
 - CaUFC (California Urban Forest Council) will provide the City approximately 70-100 15-gallon trees which will include stock and labor to ensure proper installation by volunteers and WCA, Inc (West Coast Arborist).

ECONOMIC DEVELOPMENT



ECONOMIC DEVELOPMENT

August 2021

RFPs Underway

Major Projects

Retail Market Analysis

- Work is underway with The Retail Coach
 - Retail Market Analysis Complete
 - Promoting custom cell-phone analysis to all small businesses in the City
 - Site Profiles underway
 - Attraction is underway – Recruitment Sprint #2
 - Drafting Opportunity Site Profiles
 - Prepping materials for regional ICSC conference in December 2021

Covid-19 Response

- Back to Business Committee
 - Business Survey
 - Resident Survey
 - Business Outreach
 - Stay updated with State Guidelines and Reopening plans
 - COVID-19 Complaint Business Package
 - Small Business Grant Program – Round 2 funding has been distributed
- American Rescue Plan
 - Provides direct funding to each City in two payments
 - Reviewing eligible uses for these funds. New guidelines coming soon
 - Funds must be expended by 2024
- Major Employer Discussions
 - ICON is seeing a huge increase in orders and shipping
 - Wolverine has leveled out
 - CJ Foods is in full production
 - Rudolf Foods is expanding its operations and is hiring 40 new employees
 - Priority Pallet is starting to recover
 - Amazon is happy with their location
- Business Resource Information is available on City website
 - Reopening plan guidance docs for each industry
 - Disaster loans, Small business grants and Paycheck Protection Program links
 - Utility benefit info
 - Small business development assistance
 - Programs to help small business retool and adapt their business plan and strategy
- Beaumont Eats program – Supplies of barricades and Ez-ups are available to interested businesses through an application process.
- Revised sales tax projections and project absorption for FY21

- Expand modeling on sales and property taxes for impacts from COVID-19
- Update recession indicator model with new datasets
- Legislative Review of State and Federal mandates and programs related to COVID-19
- Go-Biz Small Business Grant Program (\$25k) would expand by 4x if the State's budget passes as proposed. Info is available on the City business resource website.

Retail Recruitment Strategy

- Review of information and needs associated with establishment of the program
- Retail recruitment has changed, and the City's efforts must adapt to stay competitive
- Continue to review and come up with ideas on streamlining permit process
- Market Analysis completed
- Working to revamp Economic Development portion of the website to include data and info site selectors and corporate execs are looking for

Economic Development Strategic Plan

- Partnership established with UCR for business and entrepreneur development
- Potential partnership with CVEP for business development and resource seminars
- Partnerships developed for datasets and review of statistics
 - UCR
 - Working on MSJC
- Targeted Industry Groups
 - Fulfillment centers, high-tech manufacturing, additive manufacturing, healthcare, renewable energy sources, logistics technology clusters
 - Hotels, entertainment outlets, sit-down restaurants, retail businesses
 - Market Analysis will kickstart this effort using new datasets and industry matching
- Monthly workforce training events held each month on 2nd Thursday (Next Date is October 14)
- Focus has shifted towards Retail recruitment and Marketing functions for 2021
- FY22 programs being developed now
 - Small Business and Large Employer Meetings Scheduled for October
- Working on new website content and design

Downtown Campus/Facilities Master Plan Project

- Working to update based on newly adopted Downtown Plan

Sales Tax and Property Tax Review

- Review and analyze quarterly sales tax and annual property tax revenues
- Make suggestions and action plans on results
- Targeted sectors, business outliers and discrepancies
- Growth projections
- Incorporate this data into the multi-year fiscal model and annual budget
- Property tax dataset from years 2000-2018 – completed
- Working through revenue models based on home sales and sales tax updates

Economic Fiscal Impact Model Review (part of General Plan Update)

- Review inputs and test model
- Run various test projects to determine calibration

Budget Modeling and Review

- Working to develop a robust and sound fiscal model based on a true data set that can be trusted
- The model will be able to project future revenues and growth projections to make better financial choices today
- Working on economic indicator review for downturn/recession planning opportunities
- Partnership with Claremont McKenna College Professor in Economics Dr. Keil
- Developing commercial /industrial absorption model with revenues
- Working on expense model per development type
- Recession indicator model
- New required revenues model under development, based on new fiscal forecast deficit in 2024
- Recession Indicator Model previously created being reviewed to track leading indicators

Coordination with Multiple Departments on Projects

- Work on current / future projects, capital projects, Capital Improvement Plan, Design Review Committee, review of Planning applications and projects
- Serve as city liaison for private industry for each city department

Economic Development Committee – Next meeting October 13, 2021

Grant Management

- Developing City Grant Policies and Procedures
- Developing Grant tracking worksheet
- Reviewing funding opportunities
- Applying for Inland Social United Way Grant for small business events

Foreign Trade Zone

- Working with City of Palm Springs or March JPA to potentially expand their zone to include Beaumont
- Develop strategy to work through US Customs to get the approval of alternative site framework application
- Working on next steps.
- A path forward has been determined but requires additional funding for a customs officer to cover the expanded zone area
- Working with Riverside County to identify possible funding sources

Business Retention and Expansion Events

- Programming next series of events and training seminars for post pandemic
- Partnering with UCR, RivCo EDA and Coachella Valley Economic Partnership
- Contact small companies in need of assistance and resources
- Retraining Program
- Small Business and Large Employer Ambassador Meetings
- Annual City Job Fair scheduled for November 2021

Current Development Projects (building now)

Sundance Corp Center

- Building 1 and 2 almost completed
- Building 3 working on Tenant Improvements

- Working to fill remaining retail/in-line space

San Gorgonio Specific Plan

- Commercial property between 1st and 2nd streets from Kohls to Center Pointe (across from Walmart)
- Most attraction efforts are completed: A few inline suites are still available
- Now Open: Ulta Beauty and CinemaWest
- Building starting soon: Sherman Williams
- Now open are Grocery Outlet, In-N-Out, Raising Cane's, Five Below, Jersey Mikes, El Mariachi Mexican Take-Out, Bright Now Dental, and AT&T Store
- Building is continuing and most tenants are still planning on opening this year, restrictions permitting.

Major Development Projects - Potential

Denley – Beaumont Village Specific Plan

- 300-acre specific plan with Commercial/Residential/ Mixed use project
- Between Oak Valley Parkway and SR 60, east of Potrero Blvd.
- Project meetings on-going as of January 2020
- Entire project is not included in BCVWD Urban Water Management Plan

Crossroads Logistics - Amazon

- Amazon construction completed and facility is now in operation
- Revised job numbers from Amazon is now 3,300 for this facility
- Initial projection was 750-1000 direct jobs created

Crossroads II Logistics (Hidden Canyon)

- McDonald Property Group is new owner
- Had multiple meetings with interested parties (developers and end users)
- Working to attract targeted industry groups per the EDSP
- Currently working on tenants for the 1 million sq. ft. building
- Have a lead on the second building as well

Commercial property at Oak Valley Parkway / Beaumont Avenue

- Working with landowner and broker to attract key tenants for the center
- Current leads are Farmer Boys, 7-Eleven with gas, drive-thru Starbucks

Commercial property at Oak Valley Parkway / Desert Lawn Drive

- Project submitted with new Gas Station and Drive Thru restaurant

Commercial property at Eighth Street / Highland Springs Avenue

- Small 1.5-acre site
- Current leads are 7-Eleven with gas and quick service restaurant

Other Project Leads

Miscellaneous leads for projects that I have worked on in the last 12 months. These range from simple phone calls to complete meetings with developers, architects and engineers.

- Commercial property at Oak Valley Parkway / I-10
- Commercial property at Oak Valley Parkway / Golf Club Drive

- Commercial property at Beaumont Avenue / 1st Street
- Commercial property at Pennsylvania / 6th Street
- Commercial property at Pennsylvania / 1st Street
- Commercial property at 6th Street and Xenia Avenue
- Residential property at 6th Street and Xenia Avenue

Other Items

- Hotel Incentive Package
- City Incentive Package/Policy
- Downtown Parking Ordinance
- Top 10 Commercial Broker meeting program
- Development of Chamber of Commerce partnership
- US EDA – Potrero PH2 Grant
- Food Truck Ordinance review
- Young Professional Networking Program
- Business of the month program with Chamber of Commerce has been created

FINANCE



FINANCE DEPARTMENT

August 2021

SPECIAL PROJECTS

- Tyler software
 - Payroll/HR Module – this project will consolidate payroll and HR within the primary City financial system. The City Council approved funding for this project at the December 15, 2020 meeting. This project will move forward with implementation contemplated by July or August 2021. Payroll Configuration started on 05/10/21. Payroll went live on August 27,2021.
 - Cost Allocation and Fee Study– need to update for both grant indirect rate purposes and for fee adjustments. Draft RFP has been completed for a cost allocation and fee study and is waiting for final approval as of 09/10/21.
 - Exploring alternative solution to Business License software needs – project is on hold
 - Tracking Accounts receivable through Tyler – project is on hold
- FEMA grant – application submitted successfully by the City. Costs associated with responding to the Covid-19 emergency are being tracked and documented. The City has submitted several projects and expects to submit additional projects in the first quarter of calendar 2021. Initial funding decisions should occur in April 2021. One claim has been approved, others are still in review. We received our first FEMA reimbursement on 09/02/21 for \$10,369.19 for PD overtime.
- CARE (COVID Relief Fund) – the City is eligible to receive up to \$635K in Federal Funding through the State. As of November 19, 2020, City has received all of these funds. Following the receipt of Federal funds, the City Council created a General Fund supported Covid Relief program in the same amount as the Federal funds received.
 - Business Grant awards are complete and funds have been disbursed. The Council decided to move forward with a second round of funding. The second round of business grants was processed and payments issued on March 19, 2021.
 - Household assistance applications have been received and payments have been issued to qualifying households.
 - To date, approximately \$400K of these funds have been expended.
- Treasury's Coronavirus State and Local Fiscal Recovery Funds – The City is eligible to receive funds in the amount of \$7,306,318.00. The application for these funds has been submitted and the first tranche of funds was received on 6/7/2021. The second tranche will be released 365 after receiving the first tranche. Premium pay was authorized by City Council and was processed on 6/25/2021 in the amount of \$1,833,584.60.
- 2020-21 Overhead Allocation and Transfers -overhead transfers completed for 1st, 2nd, 3rd and 4th quarters. Other transfers and position spits are completed through the fourth quarter.
- Internal Service Funds – the CC approved the creation of 4 new internal service funds. This includes:
 - Facility Maintenance/ Replacement Fund
 - Vehicle Replacement Fund
 - Equipment Replacement Fund

- IT Equipment Replacement Fund

These funds will be incorporated into the FY 2022 budget process with allocations to the funds from departments based on a utilization basis.

- New processes and procedures
 - Investment policy/ Investment process – the policy has been approved by City Council an investment advisor selected. The setup work is underway and an updated policy with recommendations from the investment advisor was approved by Council on 5/18/2021. Investment program is in process and currently waiting for market conditions to improve to implement.
- Compliance with Developer Agreements
 - KHOV
 - Fee credits for prepaid Sewer Capacity DIF reconciled monthly (overpayment has been identified – refund to developer completed)
 - Park fee credits reconciled monthly
 - All Bond proceeds available to KHOV for 2016-4 have been paid
 - Pardee
 - Park fee credits and prepaid DIF reconciled monthly.
 - IA 8F bonds issued and proceeds sent to Pardee.
 - Pardee was billed and has paid prepayment for FY 2021 after DIF and TUMF credits were included in the computations.
 - Pardee requested and was paid the Paygo funds from IA 8F
 - RSI
 - Fee credits for prepaid Road and Bridge DIF completed
- Compliance with TUMF Credit Agreements
 - Pardee
 - Potrero Phase II
 - Pennsylvania Widening
 - Oak Valley Interchange
 - Lassen
 - 4th Street Extension (Grading)
 - Crossroads
 - 4th Street Extension (Paving)
- Processing of CFD Prepayment Requests
 - Program restarted October 2017
 - Process “dark” from 6/1 through 9/30 for tax roll assessment processing
 - Received #20 requests to date (one received May 2021)
 - Received #19 full payoffs to date
 - Total \$325,527.39 for debt service
 - Total \$10,739.38 for future facilities
 - All funds transferred to Trustee for retirement of bonds
 - Bonds retired to date = \$180,000
- Management of Existing Bonds
 - Special District Report for Beaumont Finance Authority Due 01/31/21 – report completed
 - Special District Report for Beaumont Public Improvement Authority Due 1/31/21 – report completed
 - Next Debt Service Payment Due 09-01-21 – Completed
- Refunding Bond Issuance completed for IA 8C and IA 17B

- Refunding Bond Issuance completed for IA 7B, 7C, 17A, 19C and 20
- Bonds issued for CFD 2019-1
- SCO Filings Due for FY20
 - All filings complete.
- AQMD FY20 filing – completed
- File FY 2020-21 City Budget with the County of Riverside – completed
- CFD Assessments Costs (Parks/Maintenance/Administration)
 - Reporting CFD Revenues Generated by IA – Recording in the general ledger as received from the County of Riverside
 - Segregation of funds: #250 Administration, #255 Maintenance, #260 Public Safety, #265 Facilities, #510 Pay-Go, #840 Bond Debt Service, #850 BFA, #855 BPIA
 - Demonstrate Means/Methods for CFD Fund Allocations – Working on best way to identify/capture data:
 - Park Maintenance
 - Parkway Maintenance
 - Public Safety
 - Other

This project will be re-initiated and considered as part of the cost allocation project this summer.

- IA 8F – Bonds issued – net proceeds approx. \$12.3 million sent to Pardee in compliance with settlement agreement and acquisition agreement. The vast majority is a return of DIF and TUMF fees.
- Pardee – pay go reimbursement request filed for Area 2016-2 – request of \$340,726 – Completed
- Pension Liability Analysis and Options – reviewed by CC at the March 3, 2020 meeting. The City Council allocated \$2.5 million in General Fund reserves to be used in addressing the pension liability. Staff will provide the CC with an overview of options including pros and cons of those options. This will be planned for August 2021.
- FY 21/22 Budget – Staff will begin the budget process for the FY 2021-22 budget beginning in January 2021. A proposed timeline was provided to the CC at its January 5, 2021 meeting. The budget was presented to the CC at its April 20, 2021 meeting for initial review and direction. The final budget was adopted by Council on June 1, 2021.
- Budget book development using new software in in process. Final book is planned to be completed by September 2021.

ONGOING WORK

Bank reconciliations (all banks and trustee accounts)

**NOTE: Citibank Operating Account reconciled through 08/25/21
Payroll and Workers Comp Accts reconciled through 07/31/21
All other accounts reconciled through 08/31/21.
All Trustee accounts reconciled through 7/31/21**

Daily cash receipts data transfer into the general ledger

Weekly accounts payable processing

Timely recording of payroll and related entries

Review and reconciliation of all DIF monthly

Review, reporting of MSHCP and TUMF monthly

General ledger review and reclassifications as needed
 Review of budget to actual activities
 Monthly financial reporting to Finance Committee and City Council
 Review and analysis of Project accounting monthly

- Review of project budgets to CIP
- Reconciliation of revenues recorded
- Reconciliation of expenses incurred with Public Works
- Reconciliation with general ledger entries

Development of Policies and Procedures (continuous)

Transparency

- General ledgers are redacted and uploaded
- Wilmington Trust statements are being held due to redaction issues-ONLY available to view over the counter
- Paid vendor invoices are scanned and uploaded to portal within reasonable time frame
- Bank statements and reconciliations uploaded through January 2021
- All Bond fund requisitions are redacted and uploaded

UPCOMING PROJECTS

Business license program management

Inventory management – for equipment this will be updated during the fall of 2021 using the new Fixed Assets module

Travel Policy – needs to be created

Looking at implementing an automated AP payment through Tyler

Further Automation of Accounts Payable and Accounts Receivable processing

A complete review of all financial policies will be undertaken during FY 2022 to determine missing elements and needed updates.

GRANTS

The Community Development Department took on the task of tracking all grants received by the City and coordinated with the Finance Department. A complete listing of existing Grants and projected Grants was provided to the Finance Committee and City Council in June 2020. This listing will be updated and maintained. In process of completing a grant policy and procedures. A multi-department effort to coordinate and track grants is underway.

INFORMATION TECHNOLOGY



INFORMATION TECHNOLOGY AUGUST 2021

Tyler Upgrades – IN PROGRESS

- New Payroll Software – completed
- Business License software module research.
- Civic Engagement software (EAM) demo to replace PMM.
- New Solar Application Process online

City Hall – IN PROGRESS

- Remodel and moves in place.
- New phone upgrade in place – Completed.
- Wireless access addition to rest of site for better coverage.
- Uninterruptable power supplies begin deployed.

Police Department – IN PROGRESS

- New Kiosk for better civic engagement – Completed.
- Will have analytics to provide for staff for better information of service needs.
- Retrofit a few new vehicles with Toughbook's and cradle points – Completed.
- Upgrades to Data Center at PD being presented to Council – Completed.
- New RIPA AND DOJ Compliance modules being tested.
- Mark43 and DOJ project still in place.

CAD\RMS System for Public Safety (PD)– IN PROGRESS

- NG911 ATOS install and testing- Completed.
- New Internet line for Riv Co installed
- Additional vehicle retrofit with CAD access – Completed.
- Vehicle Location Service being tested.

Wastewater Plant –IN PROGRESS

- Looking at for better access to SCADA.
- New Internet Upgrade and phones system Install– In progress.
- New redundancy IT measures being explored – Completed.

Albert Chatigny Community Center AC Controls

- Testing new AC controls with Directive from Parks & Rec – Completed.
- New Rec Software and membership scanner test – Completed.

IT Strategic Plan – IN PROGRESS

- New Application management appliance, council presentation TBD.
- Looking at efficient ways to save city money on telco services.
- Provide GIS assessment -added to Budget request.
- Identify needs for City of Beaumont post Covid-19. Will include in strategy.
- Looking at options to bring a third party for holistic assessment of needs.
Meeting to discuss budget and ongoing projects to align to Beaumont's vision.

Zoom Meetings – IN PROGRESS

- Continue to use due to covid-19 restrictions.
- Completed closed session Zoom Room.

PUBLIC INFORMATION



PUBLIC INFORMATION PROJECTS UPDATE August 2021

Projects

- ~~State of the City~~
 - ~~Meeting with Mayor to finalize presentation outline~~
 - ~~Gathering project details from department heads~~
 - ~~Setting up videos with each councilmember~~

- ~~9/11 Proclamation going to CC on 9/7/2021~~
 - ~~Prepare Resolution~~

- Communications Strategic Plan
 - Need Staff Report/Presentation to City Council
 - Updating the 2018 plan to include new goals and objectives to advance the City communications and marketing efforts.
 - Style Guides both City/PD
 - Media Kit on website
 - PD Email Distribution
 - City App
 - Calendar for annual and upcoming events
 - Daily posting (Mon-Fri)

- ~~Branding Phase 2~~
 - ~~Initiated project with JPW Communications for design of secondary branding elements~~
 - ~~Returning to City Council in September 7th with Council requested changes~~
 - ~~Project estimated to be complete by October~~

- Citizens Academy
 - ~~Finalize class dates/times~~
 - Advertise/Event Sign up
 - Course Curriculum/Schedule

- CIP Book
 - Kickoff meeting with consultant to discuss project
 - Consultant provided outline/scope

- Downtown Vision
 - Developing a visual marketing piece which highlights CIP projects, streetscapes, placemaking, and city branding for the downtown area.
 - Materials will be utilized to market the area to investors and developers

- Economic Development
 - Branding/Website Development
 - Kyle providing detailed framework for website

- Public Education
 - Government 101
 - Districts
 - Planning Commission Spotlight
 - Planning/ED
 - Commercial site selection and development process flowchart to educate residents on new businesses coming to Beaumont
 - FAQ Page for website
 - Public Works
 - Traffic Projects
 - Townhall Meetings

- Website Updating
 - Have contract for photographer
 - September 29/30th photographer to take photos of PD/City Hall
 - Update content on pages

- Advertising/Misc. Outreach
 - Recall election posts scheduled
 - Save the Date: Monster Mash
 - Free Fare on Beaumont Transit/Masks Required
 - #WMWednesdays
 - Facility rentals
 - How to submit service requests online
 - COVID-19 updates - Ongoing

- Misc. Projects
 - Updating website with wastewater survey information for businesses
 - Mayor Mondays
 - Updating website with Housing Element/SM Blast
 - Creating updated slides for TV channel
 - AB 1475 – Booking Photo Review

Local Events

Coffee with a Cop – September 9/9
 Veteran's Day Parade

Social Media Followers

What is the Difference Between Likes and Follows? ... A Like is a person who has chosen to attach their name to your Page as a fan. A follower is a person who has chosen to receive the updates that you post in their news feed (subject to the Facebook algorithm of course).

- Facebook
 - City Account -9,023Followers (+38)
 - 1 individual Direct Messaged (DM) us
 - Highest performing post in August: #MayorMonday Dutch Bros
 - Reach: 53,900
 - Parks and Recreation - 1,217Followers (+39)
 - Highest performing post in August: Walmart Bust Stop Temp Closure
 - Reach: 3,630
 - PD Account -12,584 Followers
 - Highest performing post in August: Police Activity in wash at Noble Creek
 - Reach: 16,761
 - Transit - **MERGED WITH PARKS AND REC PAGE AUGUST 1**
- Twitter
 - City 2,638 Followers (+1)
 - PD 1,966 Followers
- Instagram
 - City 3,497 Followers (+46)
 - PD 7,610 Followers
- Nextdoor
 - City and PD 12,625 Members (+353)
 - 8,544 claimed households

Misc.

- eNewsletter/ News releases
 - 3,144 registered contacts (-6)
- Notification sign-ups
 - calendar of events - 1,636 (+1)
 - City Council - 734 (-8)
 - EDC - 225 (-1)
 - FAC - 159 (-2)
 - Planning Commission - 582 (-6)
 - Construction Updates - 1255 (-2)
 - Homepage news - 203 (+1)
 - PD Homepage News - 19

PUBLIC WORKS



PUBLIC WORKS UPDATE AUGUST, 2021

- **Pavement Rehabilitation**
 - Staff prepared bid package based on preliminary streets list presented to CC on 04/20 and feedback obtained therein.
 - Project has been advertised and bids were opened 08/06/2021
 - City Council Approved contract with AAA paving on 09/07. Staff is preparing Notice to Proceed and kick-off meeting in the next few weeks.

- **Sewer System Master Plan**
 - Data request from Consultant has been completed and fulfilled.
 - Mesa Lift station survey is complete, consultant preparing accurate “as-built” record drawings and is complete.
 - City-wide Hydraulic Model initial draft has been reviewed and new development projections have been loaded and is operational.
 - Lift Station assessment draft completed.
 - Population and development projections are complete.
 - Data collection and assessment of Wastewater System is complete.
 - System wide condition/capacity assessments are complete.
 - Capital Improvement Plan Development draft is complete.
 - CC workshop held on July 22.
 - Sewer system Draft Master Plan has been provided. Staff targeting adoption of Master Plan by CC in November

- **Highland Springs Interchange**
 - Cooperative Agreement Amendment with the City, RCTC, and Banning for the preparation of Project Approval and Environmental Document (PAED) for the Highland Springs Interchange Project approved by CC.
 - RCTC is the lead in preparing the report with input from both the City of Beaumont and Banning.
 - Funding for the PSR and PAED from WRCOG settlement.
 - Updated Project Traffic Forecasting and Operational Analysis (TFOA) has been returned with minor comments which have been addressed.
 - The Preliminary Environmental Analysis Report (PEAR) has received minor comments which have been addressed.
 - Completion of PSR is pending.

- **Potrero Phase 2**
 - Staff looking at potential further phasing of interchange ramp construction. Potential modifications include revising proposed 6 ramp interchange (4 on-

- ramps & 2 off-ramps) to a 4-ramp interchange and delaying additional 2 on-ramps to future date in which traffic volumes warrant construction.
 - Staff looking at other grant opportunities, potential funding solutions.
 - Direction has been provided to determine feasibility of modified approach.
 - Traffic Analysis to be revised to ensure modified approach will operate at appropriate level of service for 15 years
 - Fee proposal to revise traffic in accordance with direction provided has been received and is under review.
 - Staff took a Professional Services Agreement to authorize additional analysis supporting 4 ramp proposal at 09/07 CC meeting. Staff will also brought forth a TUMF reimbursement agreement to pay for additional analysis.
 - PSA pending execution by all parties, at which time project will be kicked off. Preliminary analysis will be provided within 3 months.
- Highland Springs Signal Timing
 - Concurrence has been received, and three-party MOU between Banning, Beaumont, and Caltrans was approved at the 12/01/2020 CC meeting.
 - Maintenance agreement between Beaumont and Banning was approved at the 12/15/2020 CC Meeting.
 - Kick-off meeting has been held and staff currently preparing proposed timing for affected intersections for Caltrans review.
 - Proposed timing has been approved by Caltrans.
 - Implementation of timing expected by the end of September
- Pennsylvania Avenue Widening
 - Environmental consultant released to prepare CEQA document
 - Draft environmental document (Mitigated Negative Declaration) completed and under review.
 - CC adopted Mitigated Negative Declaration at 08/17 CC meeting
 - Staff currently working with regulatory agencies to obtain required environmental permitting. Targeting project bid by the end of 2021.
- Pennsylvania Avenue Railroad Grade Separation ~ No Change
 - Consultant directed to perform cost analysis for Riverside County Flood Control District master plan storm drain improvements as part of project. Staff able to get Flood Control to authorize up to \$5.3M in current budget.
 - Proposed design allows improvements to stay within Pennsylvania Ave., potentially avoiding significant environmental constraints associated with realigning outside City right-of-way. Feasibility is being confirmed.
 - Consultant is working on the 35% plans, specifications, and engineering.
 - Current contract has limited consultants' obligation to 35% design. Staff is searching for additional funding to engage consultant to complete design.
- Pennsylvania Avenue Interchange ~ No Change
 - Staff has had several meetings lately regarding traffic analysis and future compliance with Vehicle Miles Traveled (VMT) guidelines.
 - Caltrans will allow City to be lead agency for environmental clearance which should help facilitate project.

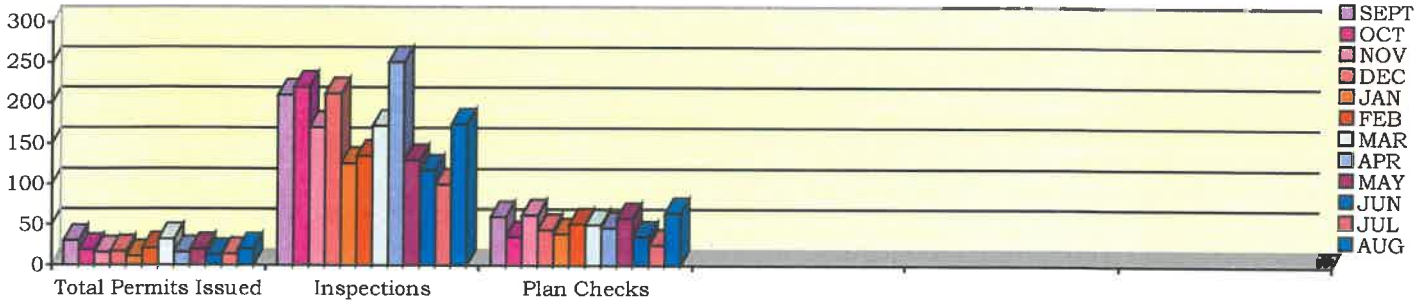
- Staff has been able to obtain Caltrans concurrence regarding project study radius and intersection identification. City will not be required to include projects outside of our jurisdiction. Additionally, the recently completed traffic model runs for our General Plan can be utilized for study horizon year data saving time and cost of additional modeling.
- Traffic Operations Analysis Report (TOAR) being revised to include recent General Plan traffic model runs.
- West Side Fire Station
 - Consultant has submitted for fourth review of complete design package (Civil, Architectural, and Landscape).
 - Civil Approved
 - Several environmental studies and reports are currently underway, including:
 - Habitat Assessment and Constraints Analysis - Complete
 - Biological Resources Report - Complete
 - Determination of Biologically Equivalent or Superior Preservation (DBESP).
 - Completed and being sent to Regional Conservation Authority and Wildlife Agencies with anticipated review time of 60 days.
 - Jurisdictional Delineation - Complete
 - Environmental consultant currently preparing Initial Study/Negative Declaration
- Line 2, Stage 1 Drainage Project
 - Cooperative funding agreement was approved by CC on 09/01 and also approved from Riverside County Board of Supervisors
 - Professional Services Agreement awarded to EXP at the 12/15/2020 CC meeting.
 - Project has kicked off. Consultant initial step is to address any downstream limitations (Seneca wash) and identify potential mitigations.
 - Analysis has been identified and staff now working with consultant on preferred design approach.
- Second Street Extension
 - Phase 1 of project complete which included
 - Preliminary design
 - Preliminary cost estimate
 - Preliminary environmental assessment
 - Phase 2 of project kicked off as authorized by CC on 03/16/21 meeting.
- By the Numbers ~ Running 12 month total of permits and inspections
 - Includes the following:
 - Encroachment permits issued.
 - Offsite improvement permits associated with residential developments issued.
 - Offsite improvement permits associated with commercial developments issued.
 - Commercial development inspections.
 - Residential development inspections.
 - Commercial development plan checks.
 - Residential development plan checks.



PUBLIC WORKS

MONTHLY PERMIT INFORMATION

RUNNING 12 MONTHS



	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
Permit Information												
Encroachment - Issued	22	14	9	14	7	21	24	11	18	13	13	19
Residential Improvements	4	5	6	0	3	0	8	5	2	0	0	0
Commercial Improvements	4	0	1	3	1	0	0	0	0	0	1	1
TOTAL	30	19	16	17	11	21	32	16	20	13	14	20
Inspections												
Commercial	109	86	73	35	48	31	40	50	48	42	13	52
Residential	101	134	97	177	78	104	132	201	82	75	87	122
TOTAL	210	220	170	212	126	135	172	251	130	142	100	174
Plan Checks												
Commercial	15	10	46	6	4	14	10	6	10	15	8	23
Residential	45	25	16	38	35	37	40	40	48	18	17	41
TOTAL	60	35	62	44	39	51	50	46	58	35	25	64

FY 21/22
 FY 20/21

This information is gathered from monthly reports and inspection records. Permits issued as of August 31, 2021.