



CITY COUNCIL CLOSED & REGULAR SESSION

550 E. Sixth Street, Beaumont, CA

Tuesday, May 17, 2022

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

Public Comments Regarding Closed Session

- 1. Conference with Labor Negotiators - Pursuant to Government Code Section 54957.6 City Designated Representatives Interim City Manager Elizabeth Gibbs and Administrative Services Director Kari Mendoza. Employee Organizations: SEIU**
- 2. Conference with Legal Counsel Regarding Anticipated/Existing Litigation - Pursuant to Government Code Section 54956.9(d)(1)and/or(2) and/or (5) (Worker's Compensation Case Nos. COBT-002793, COBM-0031, COBM-0063 and COBM-0111)**
- 3. Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) and/or (3) (One potential case related to threat of litigation by Noble Creek Meadows, LLC regarding the Noble Creek Vistas Specific Plan)**

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER

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

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. Kids to Parks Day Proclamation**

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.

2. Approval of Minutes

Recommended Action:

Approve Minutes dated:

April 8, 2022,
April 11, 2022,
April 27, 2022, and
May 3, 2022.

3. Ratification of Warrants

Recommended Action:

Ratify Warrants dated:

April 25, 2022, and
April 28, 2022.

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

Recommended Action:

Take no action and keep the existing declaration of emergency resolution in place.

5. FY2022 General Fund and Wastewater Budget to Actual through April 2022

Recommended Action:

Receive and file report.

PUBLIC HEARINGS

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

ACTION ITEMS

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

6. Authorize Employment Contract with Deputy City Manager

Recommended Action:

Approve the employment agreement with Deputy City Manager and authorize the Interim City Manager to sign the agreement.

7. FY2022 Budget Amendment No. 4

Recommended Action:

Approve the budget adjustments as outlined in Attachment A.

8. Consideration of Approval of the 2022 Fourth of July Entertainment, Production and Stage Rental Agreement with Stache Inc. dba The M&M Group and Fireworks Display with Pyro Spectaculars, Inc.

Recommended Action:

Approve a professional services agreement with Stache Inc. dba The M&M Group in an amount not to exceed \$29,000, and
Approve the attached Production Agreement with Pyro Spectaculars, Inc. as reviewed and approved by the City Attorney in an amount not to exceed \$26,000.

9. Approval of Maintenance Agreement with Cooper Turf Solutions, Inc. for Turfplaning and Seeding of the Sports Park in the Amount Not to Exceed \$142,555

Recommended Action:

Approve a Maintenance Agreement for turfplaning and seeding of the Sports Park in the amount not to exceed \$142,555 with Cooper Turf Solutions, Inc., but defer the start date until a water responsible solution can be met to properly water the grass seed.

10. Consideration of Approval of Maintenance Agreement with Weaver Grading, Inc. for Weed Abatement Services on City-Owned Properties for an Amount not to Exceed \$140,000

Recommended Action:

Approve a Maintenance Agreement for weed abatement of City-owned property in an amount not to exceed \$140,000 with Weaver Grading Inc.

11. Consideration of an Increase to Current Private Property Weed Abatement Rates and an Increase to Weed Abatement Allocation for Private Property Weed Abatement through July 2023

Recommended Action:

Authorize an additional \$60,000 for private property weed abatement through June 30, 2023,
Increase the weed abatement rate for handwork to \$65 per hour per person, three (3) persons maximum and a 1-hour minimum and increase the rate for disking/mowing to \$120 per acre, and
Authorize the Interim City Manager to execute the revised contracts with the authorized vendors reflecting the new rates.

12. Professional Services Agreement with EDSuite for Economic Development Website Design and Hosting

Recommended Action:

Approve the Professional Services Agreement for website design and hosting services with EDSuite.

13. Purchase of Battery-Operated Extrication Equipment in the Amount Not to Exceed \$43,432.77 from Western Extrication Specialists, Inc.

Recommended Action:

Approve the purchase of the Holmatro Battery-Operated Extrication Equipment from Western Extrication Specialists for a total of \$43,432.77.

PSP 40 Spreader,
PCU50 Cutter,
PTR Telescoping Ram,
TRE05 Extension Pipe (for Ram),
Battery,
Battery Charger,
Pulling Chain, and
Pulling Chain Attachment Set.

14. Disposal of Surplus Property

Recommended Action:

Approve the auctioning of listed surplus property through PublicSurplus.com and the disposal of any unsold items.

15. Police Department Perimeter Fencing and Security Improvements

Recommended Action:

Approve the acquisition of 11,570 square feet of the Civic Center parking for additional secured parking,
Approve a Public Works Agreement with Mesa Fence Company for upgraded perimeter security fencing for the Police Department in an amount not to exceed \$110,656, and
Approve the purchase of upgrades to the security camera system in the amount of \$11,449.76.

16. Establishing 2 x 2 Committee Meetings for Recycled Water

Recommended Action:

Staff recommends City Council reaffirm Mayor White and Mayor Pro Tem Martinez to a 2 x 2 committee on recycled water and direct staff to schedule individual meetings with two elected officials from, Beaumont Cherry Valley Water District and San Geronio Pass Water Agency.

17. Approval of City Attorney Invoices for the Month of April 2022

Recommended Action:

Approve invoices in the amount of \$126,393.45.

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

INTERIM CITY MANAGER REPORT

[18.](#) Project Updates - April 2022

[19.](#) Discussion on County of Riverside's Good Neighbor Policy

FUTURE AGENDA ITEMS

COUNCIL REPORTS

- Lara
- Santos
- Fenn
- Martinez
- White

ADJOURNMENT

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, June 7, 2022, at 5:00 p.m., unless otherwise posted.

Proclamation

Kids to Parks Day

WHEREAS, May 21, 2022, is the twelfth Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday of May; and

WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit local parks, public lands, and waters; and

WHEREAS, We should encourage children to lead a more active lifestyle to combat chronic disease; and

WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and

WHEREAS, Kids to Parks Day will recognize the importance of recreating responsibly while enjoying the benefits of the outdoors; and

WHEREAS, the City of Beaumont invites residents to make time on this special day to take their children to one of our local parks for a day of play; and

NOW, THEREFORE BE IT PROCLAIMED, MAY 21, 2022, AS KIDS TO PARKS DAY IN THE CITY OF BEAUMONT, TO ACKNOWLEDGE AND CELEBRATE THE VALUABLE CONTRIBUTIONS LOCAL PARKS MAKE TO OUR QUALITY OF LIFE.

ATTEST:

Mayor

Deputy City Clerk



SPECIAL CITY COUNCIL CLOSED SESSION

550 E. Sixth Street, Beaumont, CA

Friday, April 08, 2022

Closed Session: 3:00 PM

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

MINUTES

CLOSED SESSION - 3:00 PM

CALL TO ORDER at 3:03 p.m.

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

Public Comments Regarding Closed Session Items

S. Scissons

1. Public Employee Discipline/Dismissal/Release Pursuant to Government Code Section 54957

Motion by Council Member Lara

Second by Mayor White

To exercise the provision to terminate the contract without cause.

Approved by a 4-0 vote

Ayes: Lara, Fenn, Martinez, White

Abstain: Santos

ADJOURNMENT at 5:10 p.m.

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, April 19, 2022, at 5:00 p.m., unless otherwise posted.



SPECIAL CITY COUNCIL CLOSED SESSION

550 E. Sixth Street, Beaumont, CA

Monday, April 11, 2022

Closed Session: 4:00 PM

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

MINUTES

CLOSED SESSION - 4:00 PM

CALL TO ORDER at 4:04 p.m.

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

Public Comments Regarding Closed Session

None

1. Public Employee Appointment/Employment Pursuant to Government Code Section 54957.
Title: Interim City Manager

Motion by Mayor White

Second by Council Member Lara

To appoint Elizabeth Gibbs as the Interim City Manager, effective immediately.

Approved by a unanimous vote.

ADJOURNMENT at 4:59 p.m.

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, April 19, 2022, at 5:00 p.m., unless otherwise posted.

Beaumont City Hall – Online www.BeaumontCa.gov



CITY COUNCIL BUDGET WORKSHOP

550 E. Sixth Street, Beaumont, CA

Wednesday, April 27, 2022

Workshop27 Meeting: 5:30 PM

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

MINUTES

WORKSHOP SESSION - 5:30 PM

CALL TO ORDER at 5:39 p.m.

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

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

Pledge of Allegiance

ACTION ITEMS

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

1. FY 2023 City Wide Budget - Draft

Public Comment

R. Roy - *Requested items to be considered in the budget including recycled water, grant writing support, bike lane system improvements and a traffic monitoring system.*

City Council reviewed the proposed FY 2023 budget and provided guidance of modifications and research to prepare and model at a subsequent budget workshop scheduled for May 19, 2022.

ADJOURNMENT at 8:58 p.m.

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, May 3 2022, at 5:00 p.m., unless otherwise posted.



CITY COUNCIL CLOSED & REGULAR SESSION

550 E. Sixth Street, Beaumont, CA

Tuesday, May 03, 2022

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

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MINUTES

CLOSED SESSION - IMMEDIATELY FOLLOWING REGULAR SESSION

REGULAR SESSION - 6:00 PM

CALL TO ORDER at 6:01 p.m.

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

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

Pledge of Allegiance

Invocation

Adjustments to the Agenda: **None**

Conflict of Interest Disclosure: **None**

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

1. Recycled Water Update - Presentation by Albert A. Webb Associates

Public Comment:

R. Duncan - *Representing the SGPWA spoke of upcoming improvements and spoke to the importance of local water.*

D. Jagers - *Representing the BCVWD explained the process of meeting the requirements to convey recycled water.*

C. Letulle - *Representing the SGPWA commended the strides the City has made towards recycled water.*

M. Valdivia - *Representing the SGPWA would like to partner with the City and the BCVWD on achieving recycled water.*

N. Hall - *Spoke to the concerns with a previous report and the septic tanks in Cherry Valley.*

B. Ball - *Representing the SGPWA commended the City on their achievements towards recycled water.*

Recycled Water Update - Presentation by Albert A. Webb Associates

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

J. McLaughlin - *Representing the San Gorgonio Pass Historical Society spoke concerns of a demolition permit application submitted to the City for a house that has historical value.*

L. McLaughlin - *Announced upcoming events of the historical society and shared its growing interest in the community and asked the Council to establish a historical commission.*

N. Hall - *Requested that Council amend the General Plan to set a maximum warehouse size and limit the locations for warehouses. Spoke to traffic concerns, a need for a hillside ordinance, and the concern with recycled water signs.*

G. Kay - *Representing the Historical Society, spoke to the preservation of historical buildings.*

CONSENT CALENDAR

Items on the consent calendar are taken as one action item unless an item is pulled for further discussion here or at the end of action items. Approval of all Ordinances and Resolutions to be read by title only.

2. Approval of Minutes

Recommended Action:

Approve Minutes dated April 19, 2022.

3. Ratification of Warrants

Recommended Action:

Ratify Warrants dated:

**April 12, 2022, and
April 19, 2022.**

4. Second Reading to Adopt an Ordinance of the City of Beaumont Regarding Assembly Bill 481 – Military/Specialized Police Equipment Policy and Use

Recommended Action:

Waive the second full reading and adopt by title only, “An Ordinance of the City of Beaumont for the Adoption of a Military Equipment Use Policy, Otherwise Referred to Herein as a Specialized Police Equipment Use Policy, Pursuant to Assembly Bill 481 and Government Code §7070 for Beaumont Police Department.”

5. Accept Security Agreement and Performance and Payment Bonds and Authorize Staff to Issue a Bond Exoneration Letter for Performance and Payment Bonds

Recommended Action:

Accept Security Agreement and Performance and Payment Bonds for (Project / Bond Number / Improvement):

- Tract Map No. 31462-21 / 9398687 / Monuments,
- Tract Map No. 31462-22 / 9398688 / Monuments,
- Tract Map No. 31462-22 / 21BSBIV3421 / Street,
- Tract Map No. 31462-21 / 21BSBIV3420 / Street,
- Tract Map No. 31462-21 / 21BSBIV3419 / Storm Drain,
- Tract Map No. 31462-22 / 21BSBIV3418 / Storm Drain,
- Tract Map No. 31462-22 / 21BSBIV3416 / Sewer, and
- Tract Map No. 31462-21 / 21BSBIV3417 / Sewer.

Authorize Staff to issue a Bond Exoneration Letter for Performance and Payment Bonds for (Project / Bond Number / Improvement):

- Tract Map No. 31462-21 / 1001124471 / Monuments,
- Tract Map No. 31462-22 / 1001124472 / Monuments,
- Tract Map No. 31462-22 / 1001124466 / Street,
- Tract Map No. 31462-21 / 1001124467 / Street,
- Tract Map No. 31462-21 / 1001124474 / Storm Drain,
- Tract Map No. 31462-22 / 1001124475 / Storm Drain,
- Tract Map No. 31462-22 / 1001124454 / Sewer, and
- Tract Map No. 31462-21 / 1001124453 / Sewer.

6. Final Approval of Parcel Map No. 37938

Recommended Action:

Approve Parcel Map No. 37938 as it is in substantial conformance with the approved tentative map.

7. Final Approval of Tract Map No. 37696 and Acceptance of Security Agreement and Performance and Payment Bonds

Recommended Action:

Approve Parcel Map No. 37696 as it is in substantial conformance with the approved tentative map and Accept Security Agreement and Performance and Payment Bonds for (Project / Bond Number / Improvement):

- Tract Map No. 37696 / 107590445 / Monuments,
- Tract Map No. 37696 / 107590449 / Streets,

- Tract Map No. 37696 / 107590438 / Storm Drain, and
- Tract Map No. 37696 / 107590436 / Sewer.

8. Consideration of Re-Ratification of Local Emergency and Re-Authorizing the Use of Teleconferencing to Conduct Public Meetings

Recommended Action:

Waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont Proclaiming a Local Emergency Persists, Re-Ratifying the Proclamation of a State of Emergency by Executive Order N-09-21, and Re-Authorizing Remote Teleconference Meetings of the Legislative Bodies of the City of Beaumont for the Period of May 3, 2022, through June 7, 2022, Pursuant to Provisions of the Ralph M. Brown Act.”

Or take no action, resulting in the discontinuation of teleconferenced meetings exemptions under Assembly Bill 361.

9. Second Amendment to the Professional Service Agreements with Scott Fazekas and Associates, Inc., and Willdan Engineering for Building and Plan Check Services for the Final One-Year Extension through July 1, 2023

Recommended Action:

Approval of the final one-year extensions to the professional service agreements with Scott Fazekas and Associates, Inc. and Willdan Engineering for Building and Plan Check Services.

10. Second Amendment to the Professional Service Agreements with Chambers Group, Inc. and PlaceWorks, Inc. for On-Call Environmental Services for the Final One-Year Extension through July 1, 2023

Recommended Action:

Approve the final one-year extensions of the professional service agreements with Chambers Group, Inc. and PlaceWorks, Inc. for on-call environmental services.

**Motion by Council Member Lara
Second by Council Member Santos**

To approve the Consent Calendar.

Approved by a unanimous vote.

ACTION ITEMS

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

11. Authorize Employment Contract - Community Services Director

Motion by Council Member Lara

Second by Council Member Fenn

To approve the employment agreement with Doug Story as Community Services Director and authorize the Interim City Manager to sign the agreement.

Approved by a unanimous vote.

12. Approval of the FY 2022/23 Local Responsibility Area Wildland Protection Reimbursement Agreement

Motion by Mayor White

Second by Council Member Lara

To waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont, California, Approving an Agreement with the California Department of Forestry and Fire Protection for Services from July 1, 2022, through June 30, 2023 for Fire Protection Services within the Local Responsibility Areas within the City,” and approve the FY 2022/23 agreement with CalFIRE for fire protection services within the Local Responsibility Areas within the City in the amount of \$40,493.70.

Approved by a unanimous vote.

13. Public Works Agreement with Crosstown Electrical & Data, Inc. for Maintenance Services for Annual Citywide Traffic Signal Maintenance in an Amount Not to Exceed \$17,700 per Year, for Three Years; for a Total Not to Exceed Maintenance Amount of \$53,100

Motion by Council Member Lara

Second by Council Member Santos

To award a Public Works Agreement to Crosstown Electrical & Data, Inc. for maintenance services for annual citywide traffic signal maintenance in an amount not to exceed \$17,700 per year for three years; for a total not to exceed maintenance amount of \$53,100.

Approved by a unanimous vote.

14. Consideration of a Letter of Opposition to Assembly Bill 2011

Motion by Mayor White

Second by Council Member Fenn

To approve the mayor to sign a letter of opposition.

Approved by a unanimous vote.

LEGISLATIVE UPDATES AND DISCUSSION

ECONOMIC DEVELOPMENT UPDATE

Upcoming meeting on May 11 at 4:00 p.m.

CITY TREASURER REPORT

No report.

CITY CLERK REPORT

No report

CITY ATTORNEY REPORT

15. Current Pending Litigation

INTERIM CITY MANAGER REPORT

Introduction of new Building Official, Sara Retmier.

16. Update on Weaver Mortuary

Recommended Action:

Receive and file.

FUTURE AGENDA ITEMS

- Process of demolition application and details of the Eyer house plans.

- Policy of drive-thru car stacking

- 2x2x2 Meeting for Recycled Water discussions.

COUNCIL REPORTS

- **Lara** - *No report.*
- **Santos** - *No report.*
- **Fenn** - *Thanked staff for the budget workshop.*
- **Martinez** - *Attended Taste of the Pass, gave a report out from a cal cities meeting, and RCA meeting.*
- **White** - *No report.*

CLOSED SESSION - IMMEDIATELY FOLLOWING REGULAR SESSION

Public Comments Regarding Closed Session

None

1. Public Employee Appointment Pursuant to Government Code Section 54957 Title: City Manager

No reportable action.

ADJOURNMENT at 8:46 p.m.

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, May 17, 2022, at 5:00 p.m., unless otherwise posted.



CITY COUNCIL SPECIAL CLOSED SESSION

550 E. Sixth Street, Beaumont, CA

Tuesday, May 03, 2022

IMMEDIATELY FOLLOWING CITY COUNCIL REGULAR MEETING

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

MINUTES

SPECIAL CLOSED SESSION - IMMEDIATELY FOLLOWING CITY COUNCIL REGULAR MEETING

CALL TO ORDER at 8:46 p.m.

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

Public Comments Regarding Closed Session

None

1. Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) and/or (3) (One potential case related to threat of litigation by Noble Creek Meadows, LLC regarding the Noble Creek Vistas Specific Plan)

No reportable action.

ADJOURNMENT at 9:25 p.m.

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, May 17, 2022, at 5:00 p.m., unless otherwise posted.




WARRANTS TO BE RATIFIED

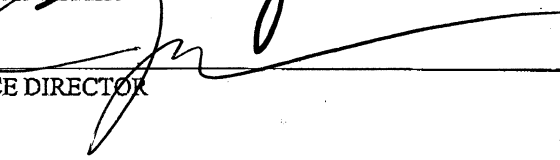
Monday, April 25, 2022

Printed Checks	111045-111046	\$ 15,674.95	FY21/22
NvoicePay	APA001019-APA001057	\$ 3,014,885.47	
	A/P Total	<u>\$ 3,030,560.42</u>	

Wires	LAIF	\$ 30,000,000.00	Transfer to LAIF
	Bank of Hemet	\$ 2,000,000.00	Payroll Account Replenishment

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

By Check Number

Date Range: 04/20/2022 - 04/25/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1109	BANK OF HEMET	04/25/2022	Regular	0.00	3,726.94	111045
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1280837350 05/0</u>	Invoice	04/21/2022	Batwing/Lawnmower FY 22	0.00	3,726.94	
	<u>100-6050-8040-0000</u>		EQUIPMENT		3,726.94	
2311	SOUTHERN CALIFORNIA EDISON	04/25/2022	Regular	0.00	10,125.15	111046
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>04/21/22</u>	Invoice	04/21/2022	ELECTRIC UTILITY	0.00	10,125.15	
	<u>100-3250-7010-0000</u>		UTILITIES		302.11	
	<u>100-3250-7010-004X</u>		UTILITIES (IA 4)		34.66	
	<u>100-3250-7010-006B</u>		UTILITIES (IA 6B)		290.35	
	<u>100-3250-7010-06A1</u>		UTILITIES (IA 6A1)		112.46	
	<u>100-6000-7010-6025</u>		UTILITIES - CITY HALL		2,264.25	
	<u>100-6000-7010-6031</u>		UTILITIES - CITY HALL BLD		1,215.15	
	<u>100-6000-7010-6032</u>		UTILITIES - CITY HALL BLD		1,215.15	
	<u>100-6000-7010-6040</u>		UTILITIES - POLICE DEPT		3,392.73	
	<u>100-6000-7010-6041</u>		UTILITIES - POLICE ANNEX		397.52	
	<u>100-6000-7010-6055</u>		UTILITIES - FIRE STATION		461.65	
	<u>100-6050-7010-0000</u>		UTILITIES		170.76	
	<u>750-7300-7010-0000</u>		UTILITIES		268.36	
4467	ALL AMERICAN ASPHALT	04/22/2022	Virtual Payment	0.00	589,442.36	APA001019
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>197265</u>	Invoice	04/20/2022	ANNUAL CITYWIDE STEET REHAB & MAIN	0.00	589,442.36	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		589,442.36	
3722	ARCHIVESOCIAL	04/22/2022	Virtual Payment	0.00	5,988.00	APA001020
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>21477</u>	Invoice	04/21/2022	ArchiveSocial	0.00	5,988.00	
	<u>100-1230-7071-0000</u>		SOFTWARE		5,988.00	
2618	AT&T MOBILITY	04/22/2022	Virtual Payment	0.00	885.28	APA001021
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>287302055450X0</u>	Invoice	04/21/2022	PHONE UTILITY	0.00	885.28	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		885.28	
1005	A-Z BUS SALES,INC.	04/22/2022	Virtual Payment	0.00	337.92	APA001022
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>01P719113</u>	Invoice	04/21/2022	VEHICLE MAINTENANCE	0.00	168.67	
	<u>750-7800-7037-0000</u>		VEHICLE MAINTENANCE		168.67	
<u>01P719218</u>	Invoice	04/21/2022	VEHICLE MAINTENANCE	0.00	169.25	
	<u>750-7900-7037-0000</u>		VEHICLE MAINTENANCE		169.25	
1282	CINTAS CORPORATION #698	04/22/2022	Virtual Payment	0.00	419.70	APA001023

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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>5102545012</u>	Invoice	04/21/2022	BUILDING MAINTENANCE	0.00	419.70	
	<u>750-7300-7085-0000</u>		BUILDING SUPPLIES/MAI		419.70	
		04/22/2022	Virtual Payment	0.00	2,900.00	APA001024
1287	CITY OF CALIMESA	04/22/2022	Virtual Payment	0.00	2,900.00	APA001024
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>MARCH 2022</u>	Invoice	04/21/2022	PERMIT AGREEMENT FEES	0.00	2,900.00	
	<u>100-0000-2230-0000</u>		DEVELOPMENT FEE - DUE		2,900.00	
		04/22/2022	Virtual Payment	0.00	720.00	APA001025
4400	FROG ENVIRONMENTAL INC	04/22/2022	Virtual Payment	0.00	720.00	APA001025
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>INV-007178</u>	Invoice	04/21/2022	SWPPP & NOI SERVICES	0.00	195.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		195.00	
		04/21/2022	SWPPP & NOI SERVICES	0.00	525.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		525.00	
1533	FRONTIER COMMUNICATIONS	04/22/2022	Virtual Payment	0.00	1,121.01	APA001026
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>213-180-1992-06</u>	Invoice	04/21/2022	PHONE UTILITY	0.00	290.98	
	<u>100-1230-7015-6045</u>		TELEPHONE (COMM CTR)		290.98	
		04/21/2022	PHONE UTILITY	0.00	374.99	
	<u>100-1230-7015-6045</u>		TELEPHONE (COMM CTR)		374.99	
		04/21/2022	PHONE UTILITY	0.00	333.28	
	<u>700-4050-7015-0000</u>		TELEPHONE		333.28	
		04/21/2022	PHONE UTILITY	0.00	121.76	
	<u>100-1230-7015-6041</u>		TELEPHONE (PD ANNEX)		121.76	
1554	GALLADE CHEMICAL, INC.	04/22/2022	Virtual Payment	0.00	1,780.04	APA001027
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>1143020</u>	Invoice	04/21/2022	CHEMICALS FOR WWTP	0.00	1,780.04	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		1,780.04	
4378	GEORGE HILLS COMPANY, INC	04/22/2022	Virtual Payment	0.00	14,971.44	APA001028
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>INV1022553</u>	Invoice	04/21/2022	SUBROGATION RECOVERY FEE	0.00	14,971.44	
	<u>100-1240-7081-0000</u>		CLAIM COSTS		14,971.44	
4544	GRAY MANUFACTURING COMPANY, INC	04/22/2022	Virtual Payment	0.00	5,398.85	APA001029
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>936390</u>	Invoice	04/21/2022	VEHICLE MAINTENANCE	0.00	5,398.85	
	<u>760-0000-8040-0000</u>		EQUIPMENT		5,398.85	
1603	HACH COMPANY	04/22/2022	Virtual Payment	0.00	1,028.19	APA001030
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>12946621</u>	Invoice	04/21/2022	WWTP EQUIP/MAINTENANCE/SUPPLIES	0.00	1,028.19	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		1,028.19	
1612	HEARD'S INVESTIGATIONS AND POLYGRAPH LL	04/22/2022	Virtual Payment	0.00	350.00	APA001031

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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		
7467	Invoice 100-1240-6050-0000	04/21/2022	HIRING COSTS RECRUITMENT AND HIRI	0.00	350.00 350.00	
4387	HELIX ENVIRONMENTAL PLANNING, INC.	04/22/2022	Virtual Payment	0.00	122.50	APA001032
111671	Invoice 500-0000-7068-0000	04/21/2022	ENVIRONMENTAL SERVICES FOR THE WES CONTRACTUAL SERVICE	0.00	122.50 122.50	
1637	HOUSTON & HARRIS PCS, INC	04/22/2022	Virtual Payment	0.00	7,635.25	APA001033
22-24432	Invoice 700-4050-7068-0000	04/21/2022	ON CALL SEWER CLEANING, VIDEO & EME CONTRACTUAL SERVICES	0.00	7,635.25 7,635.25	
3221	HUBER TECHNOLOGY, INC	04/22/2022	Virtual Payment	0.00	37,979.72	APA001034
CD10022713	Invoice 710-0000-8030-0000	04/21/2022	HIGH PRESSURE SPRAY SYSTEM & REPAIR CAPITAL IMPROVEMENT	0.00	37,979.72 37,979.72	
1662	INFOSEND, INC	04/22/2022	Virtual Payment	0.00	10,000.16	APA001035
209797	Invoice 700-4050-7068-0000	04/21/2022	PROFESSIONAL SERVICES CONTRACTUAL SERVICES	0.00	10,000.16 10,000.16	
1831	LAURA'S CUSTOM EMBROIDERY	04/22/2022	Virtual Payment	0.00	56.00	APA001036
3963	Invoice 100-3100-7065-0000	04/21/2022	EMPLOYEE UNIFORMS CITY UNIFORMS	0.00	56.00 56.00	
1984	NAPA AUTO PARTS	04/22/2022	Virtual Payment	0.00	355.19	APA001037
177281	Invoice 750-7900-7037-0000	04/21/2022	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	382.18 382.18	
177384	Invoice 750-7900-7037-0000	04/21/2022	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	16.14 16.14	
177422	Credit Memo 750-7900-7037-0000	04/21/2022	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	-58.19 -58.19	
177610	Invoice 750-8300-7037-0000	04/21/2022	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	15.06 15.06	
1317	OCCUPATIONAL HEALTH CENTERS	04/22/2022	Virtual Payment	0.00	105.00	APA001038
74923463	Invoice 100-1240-6050-0000	04/21/2022	HIRING COSTS RECRUITMENT AND HIRI	0.00	65.00 65.00	
75001652	Invoice 750-7000-6019-0000	04/21/2022	EMPLOYEE MEDICAL SERVICES FIRST AID	0.00	40.00 40.00	
2009	O'REILLY AUTO PARTS	04/22/2022	Virtual Payment	0.00	104.11	APA001039

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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>2678-428583</u>	Invoice	04/21/2022	VEHICLE MAINTENANCE	0.00	58.89	
	<u>750-7900-7037-0000</u>		VEHICLE MAINTENANCE		58.89	
<u>2678-428596</u>	Invoice	04/21/2022	VEHICLE MAINTENANCE	0.00	8.07	
	<u>750-7900-7037-0000</u>		VEHICLE MAINTENANCE		8.07	
<u>2678-429127</u>	Invoice	04/21/2022	VEHICLE MAINTENANCE	0.00	37.15	
	<u>750-8300-7037-0000</u>		VEHICLE MAINTENANCE		37.15	
2871	PARTS AUTHORITY METRO LLC	04/22/2022	Virtual Payment	0.00	29.76	APA001040
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>062-975152</u>	Invoice	04/21/2022	VEHICLE MAINTENANCE	0.00	29.76	
	<u>750-7900-7037-0000</u>		VEHICLE MAINTENANCE		29.76	
2072	POLYDYNE, INC.	04/22/2022	Virtual Payment	0.00	12,697.07	APA001041
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1632354</u>	Invoice	04/21/2022	CHEMICALS & SUPPLIES	0.00	12,697.07	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		12,697.07	
3652	PRUDENTIAL OVERALL SUPPLY	04/22/2022	Virtual Payment	0.00	75.23	APA001042
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>23305845</u>	Invoice	04/21/2022	WW - Prudential Uniforms	0.00	75.23	
	<u>700-4050-7065-0000</u>		UNIFORMS		75.23	
3479	R3 CONSULTING GROUP, INC	04/22/2022	Virtual Payment	0.00	370.00	APA001043
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>16158</u>	Invoice	04/21/2022	CONSULTING SERVICIES - PROP 26 ANALYS	0.00	370.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		370.00	
3423	RDO EQUIPMENT CO.	04/22/2022	Virtual Payment	0.00	125,907.44	APA001044
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1417614</u>	Invoice	04/21/2022	JOHN DEERE 310SL BACKHOE	0.00	125,907.44	
	<u>505-0000-8040-0000</u>		EQUIPMENT		125,907.44	
2196	ROBERTSON'S	04/22/2022	Virtual Payment	0.00	416.00	APA001045
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>64784</u>	Invoice	04/21/2022	Streets - Special Dept Supplies	0.00	416.00	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		416.00	
4115	SAN BERNARDINO VALLEY MUNICIPAL WATER	04/22/2022	Virtual Payment	0.00	11,237.45	APA001046
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>3848</u>	Invoice	04/21/2022	O&M CHARGE AND PER GALLON DISCHAR	0.00	11,237.45	
	<u>700-4050-7089-0000</u>		BRINE LINE MAINTENANC		11,237.45	
2026	SECURITY SIGNAL DEVICES, INC	04/22/2022	Virtual Payment	0.00	543.15	APA001047
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>R-00362386</u>	Invoice	04/21/2022	SECURITY SERVICES	0.00	138.00	
	<u>700-4050-7087-005X</u>		SECURITY SERVICES		138.00	
<u>R-00362589</u>	Invoice	04/21/2022	SECURITY SERVICES	0.00	218.65	
	<u>100-6000-7087-6025</u>		SECURITY - CITY HALL		158.40	
	<u>100-6000-7087-6026</u>		SECURITY- CITY HALL BLD		60.25	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
R-00363230	Invoice 100-6000-7087-6045	04/21/2022	SECURITY SERVICES SECURITY - COMMUNITY	0.00	186.50 186.50	
2289	SIMPLIFILE	04/22/2022	Virtual Payment	0.00	195.00	APA001048
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>15004406559</u>	Invoice	04/21/2022	LICENSE RENEWAL FEE	0.00	195.00	
	<u>100-1200-7030-0000</u>		DUES & SUBSCRIPTIONS		48.75	
	<u>100-1350-7030-0000</u>		DUES & SUBSCRIPTIONS		48.75	
	<u>100-3100-7030-0000</u>		DUES & SUBSCRIPTIONS		48.75	
	<u>700-4050-7030-0000</u>		DUES & SUBSCRIPTIONS		48.75	
2295	SLOVAK BARON EMPY MURPHY & PINKNEY	04/22/2022	Virtual Payment	0.00	150,902.85	APA001049
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>70198</u>	Invoice	04/21/2022	LEGAL SERVICES	0.00	1,939.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		1,939.00	
<u>70208</u>	Invoice	04/21/2022	LEGAL SERVICES	0.00	33,357.50	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		33,357.50	
<u>70209</u>	Invoice	04/21/2022	LEGAL SERVICES	0.00	669.20	
	<u>100-0000-2500-0000</u>		HELD ON DEPOSIT-PLANN		669.20	
<u>70210</u>	Invoice	04/21/2022	LEGAL SERVICES	0.00	7,500.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		7,500.00	
<u>70211</u>	Invoice	04/21/2022	LEGAL SERVICES	0.00	17,747.70	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		16,791.70	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		956.00	
<u>70212</u>	Invoice	04/21/2022	LEGAL SERVICES	0.00	8,986.40	
	<u>100-0000-2500-0000</u>		HELD ON DEPOSIT-PLANN		8,986.40	
<u>70213</u>	Invoice	04/21/2022	LEGAL SERVICES	0.00	310.70	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		310.70	
<u>70214</u>	Invoice	04/21/2022	LEGAL SERVICES	0.00	2,282.50	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		2,282.50	
<u>70215</u>	Invoice	04/21/2022	LEGAL SERVICES	0.00	2,612.50	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		2,612.50	
<u>70216</u>	Invoice	04/21/2022	LEGAL SERVICES	0.00	13,207.50	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		13,207.50	
<u>70217</u>	Invoice	04/21/2022	LEGAL SERVICES	0.00	4,400.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		4,400.00	
<u>70218</u>	Invoice	04/21/2022	LEGAL SERVICES	0.00	12,622.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		12,622.00	
<u>70220</u>	Invoice	04/21/2022	LEGAL SERVICES	0.00	25,062.85	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		25,062.85	
<u>70221</u>	Invoice	04/21/2022	LEGAL SERVICES	0.00	4,585.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		4,585.00	
<u>70222</u>	Invoice	04/21/2022	LEGAL SERVICES	0.00	14,437.50	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		14,437.50	
<u>70223</u>	Invoice	04/21/2022	LEGAL SERVICES	0.00	1,155.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		1,155.00	
<u>70224</u>	Invoice	04/21/2022	LEGAL SERVICES	0.00	27.50	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		27.50	
4545	SOUTH BAY FOUNDRY, INC	04/22/2022	Virtual Payment	0.00	1,141.88	APA001050

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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		
0218516	Invoice	04/21/2022	NEW MANHOLE RING & BEAUMONT SEW	0.00	1,141.88	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	NEW MANHOLE RING & BEAUM		1,141.88	
3767	SOUTHERN CALIFORNIA ALLIANCE OF PUBLICLY	04/22/2022	Virtual Payment	0.00	3,120.00	APA001051
	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
22/23-3	Invoice	04/21/2022	ANNUAL MEMBERSHIP DUES 22/23	0.00	3,120.00	
	700-4050-7030-0000	DUES & SUBSCRIPTIONS	ANNUAL MEMBERSHIP DUES 22		3,120.00	
3497	SOUTHERN CONTRACTING COMPANY	04/22/2022	Virtual Payment	0.00	302,443.19	APA001052
	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
10475	Invoice	04/21/2022	PLC Upgrade Construction CIP 2019-010	0.00	302,443.19	
	710-0000-8030-0000	CAPITAL IMPROVEMENT	PLC Upgrade Construction CIP 2		289,081.19	
	710-0000-8030-0000	CAPITAL IMPROVEMENT	PLC UPGRADE CONSTRUCTION		5,007.00	
	710-0000-8030-0000	CAPITAL IMPROVEMENT	PLC UPGRADE CONSTRUCTION		8,355.00	
2360	STRADLING YOCCA CARLSON & RAUTH	04/22/2022	Virtual Payment	0.00	62,932.50	APA001053
	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
GENERAL BOND	Invoice	04/21/2022	LEGAL SERVICES	0.00	11,950.00	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES		11,950.00	
GENERAL BOND	Invoice	04/21/2022	LEGAL SERVICES	0.00	6,325.00	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES		6,325.00	
GENERAL BOND	Invoice	04/21/2022	LEGAL SERVICES	0.00	25,077.50	
	100-0000-2500-0000	HELD ON DEPOSIT-PLANN	LEGAL SERVICES		2,342.50	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES		22,735.00	
GENERAL BOND	Invoice	04/21/2022	LEGAL SERVICES	0.00	19,580.00	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES		19,580.00	
2407	THE GAS COMPANY	04/22/2022	Virtual Payment	0.00	1,297.77	APA001054
	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
09712228007 05/	Invoice	04/21/2022	GAS UTILITY	0.00	991.76	
	100-6000-7010-6025	UTILITIES - CITY HALL	GAS UTILITY		991.76	
10552227000 05/	Invoice	04/21/2022	GAS UTILITY	0.00	24.02	
	100-6000-7010-6040	UTILITIES - POLICE DEPT	GAS UTILITY		24.02	
13912227587 05/	Invoice	04/21/2022	GAS UTILITY	0.00	97.18	
	100-6000-7010-6026	UTILITIES - CITY HALL BLD	GAS UTILITY		97.18	
15382227021 05/	Invoice	04/21/2022	GAS UTILITY	0.00	80.49	
	750-7000-7010-0000	UTILITIES	GAS UTILITY		80.49	
19782338008 05/	Invoice	04/21/2022	GAS UTILITY	0.00	104.32	
	100-6000-7010-6055	UTILITIES - FIRE STATION	GAS UTILITY		104.32	
2540	WESTERN RIVERSIDE COUNTY REGIONAL CONS	04/22/2022	Virtual Payment	0.00	472,241.46	APA001055
	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
MARCH 2022	Invoice	04/21/2022	MSHCP FEES	0.00	472,241.46	
	570-0000-2005-0000	DUE TO WRCRCA (MSHCP	MSHCP FEES		472,241.46	
2546	WILLDAN ENGINEERING	04/22/2022	Virtual Payment	0.00	15,570.00	APA001056
	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
002-26200	Invoice	04/21/2022	FY 21/22 Building Inspector Services, Will	0.00	14,130.00	
	100-2150-7067-0000	INSPECTIONS	FY 21/22 Building Inspector Serv		14,130.00	
002-26201	Invoice	04/21/2022	FY 21/22 Permit Tech Services, Willdan En	0.00	1,440.00	

Check Report

Date Range: 04/20/2022 Item 3. 2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-2150-7069-0000</u>	PERMIT TECHNICIAN EXP	FY 21/22 Permit Tech Services,		1,440.00	
3101	WRCOG	04/22/2022	Virtual Payment	0.00	1,172,064.00	APA001057
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>MARCH 2022</u>	Invoice	04/21/2022	TUMF FEES	0.00	1,172,064.00	
	<u>570-0000-2010-0000</u>	DUE TO WRCOG (TUMF)	TUMF FEES		1,172,064.00	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	13,852.09
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
Virtual Payments	76	39	0.00	3,014,885.47
	78	41	0.00	3,028,737.56

Check Report

Date Range: 04/20/20 Item 3. 022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PYBANK-BANK OF HEMET - PAYROLL FED/STATE DEPOSITS						
4447	Alameda County DCSS	04/21/2022	Regular	0.00	619.38	1040
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0000813</u>	Invoice	04/22/2022	TYSER / Child Support 20000002077885	0.00	619.38	
	<u>100-0000-2105-0000</u>		PAYROLL SUSPENSE		619.38	
4448	CA State Disbursement Unit	04/21/2022	Regular	0.00	276.92	1041
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0000814</u>	Invoice	04/22/2022	CARATACHEA / Child Support 2000000019	0.00	276.92	
	<u>100-0000-2105-0000</u>		PAYROLL SUSPENSE		276.92	
4450	Riverside County Sheriff	04/21/2022	Regular	0.00	113.87	1042
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0000816</u>	Invoice	04/22/2022	FIELDS / Garnishment 2021201155	0.00	113.87	
	<u>100-0000-2105-0000</u>		PAYROLL SUSPENSE		113.87	
4449	State Of California FTB	04/21/2022	Regular	0.00	662.69	1043
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0000817</u>	Invoice	04/22/2022	PEREZ / Garnishment 601014550	0.00	662.69	
	<u>100-0000-2105-0000</u>		PAYROLL SUSPENSE		662.69	
4449	State Of California FTB	04/21/2022	Regular	0.00	150.00	1044
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0000815</u>	Invoice	04/22/2022	STEWARD / Garnishment 554376971	0.00	150.00	
	<u>100-0000-2105-0000</u>		PAYROLL SUSPENSE		150.00	

Bank Code PYBANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	5	5	0.00	1,822.86
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
Virtual Payments	0	0	0.00	0.00
	5	5	0.00	1,822.86

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	7	7	0.00	15,674.95
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
Virtual Payments	76	39	0.00	3,014,885.47
	83	46	0.00	3,030,560.42

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	4/2022	3,030,560.42
			<u>3,030,560.42</u>



WARRANTS TO BE RATIFIED

Thursday, April 28, 2022

Printed Checks	111047-111068	\$	3,865.18	Reissue of outstanding checks
	111069-111073	\$	324,624.28	FY21/22
NvoicePay	APA001058-APA001108	\$	174,431.04	
	A/P Total	\$	<u>502,920.50</u>	

Wires	A/P Payment	\$	735.10	TrojanUV Invoice
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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: *Bandy Smith*
 TITLE: CITY TREASURER

SIGNATURE: _____
 TITLE: FINANCE DIRECTOR



WARRANTS TO BE RATIFIED

Thursday, April 28, 2022

Printed Checks	111047-111068	\$	3,865.18	Reissue of outstanding checks
	111069-111073	\$	324,624.28	FY21/22
NvoicePay	APA001058-APA001108	\$	174,431.04	
	A/P Total	\$	<u>502,920.50</u>	

Wires	A/P Payment	\$	735.10	TrojanUV Invoice
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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

Item 3.
Check Report

By Check Number

Date Range: 04/26/2022 - 04/28/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-AP Bank						
3769	ASHLEY MULCAHY	04/26/2022	Regular	0.00	-15.37	103299
3910	FRANCISCO PARAISO	04/26/2022	Regular	0.00	-24.49	104695
3945	DENISE CLEARY	04/26/2022	Regular	0.00	-51.64	104968
3981	BOB PADOL	04/26/2022	Regular	0.00	-69.85	105341
3984	JASSO MITCHELL	04/26/2022	Regular	0.00	-82.73	105365
3985	JUDY BROWN	04/26/2022	Regular	0.00	-47.01	105366
3992	WEISSBEIN A.S. FAMILY TRUST	04/26/2022	Regular	0.00	-298.49	105408
1460	EILEEN RODRIGUEZ	04/26/2022	Regular	0.00	-16.86	108752
1204	CALIFORNIA INLAND EMPIRE COUNCIL	04/26/2022	Regular	0.00	-291.00	108804
3436	RIGHT SOLUTION PLUMBING	04/26/2022	Regular	0.00	-150.00	108914
3783	ALBERT SIERRA	04/26/2022	Regular	0.00	-40.00	109291
4063	CARMEN BLACKLOCK	04/26/2022	Regular	0.00	-30.00	109294
3780	CDCE INCORPORATED	04/26/2022	Regular	0.00	-160.00	109295
4070	DANYA LYND	04/26/2022	Regular	0.00	-75.00	109297
4071	GILBERT SOSA	04/26/2022	Regular	0.00	-15.00	109298
3702	IAN ROSS	04/26/2022	Regular	0.00	-40.00	109300
4075	JESSICA TAYLOR	04/26/2022	Regular	0.00	-105.00	109303
4097	PATRICK PATTON	04/26/2022	Regular	0.00	-30.00	109306
3845	SAMANTHA GONZALEZ	04/26/2022	Regular	0.00	-40.00	109307
4253	VERITEXT, LLC	04/26/2022	Regular	0.00	-1,792.00	109311
4253	VERITEXT, LLC	04/26/2022	Regular	0.00	-1,665.50	109312
4253	VERITEXT, LLC	04/26/2022	Regular	0.00	-2,171.50	109313
4253	VERITEXT, LLC	04/26/2022	Regular	0.00	-2,954.10	109314
4253	VERITEXT, LLC	04/26/2022	Regular	0.00	-2,961.40	109315
1190	CALIFORNIA ASSOCIATION OF CODE ENFORCEN	04/26/2022	Regular	0.00	-210.00	109377
4298	COUNTY OF RIVERSIDE COUNTY CLERK	04/26/2022	Regular	0.00	-50.00	109741
2260	SCOTT WALKER	04/26/2022	Regular	0.00	-10.00	109838
4318	D & M Traffic Services, Inc.	04/26/2022	Regular	0.00	-282.75	110223
1242	CED	04/26/2022	Regular	0.00	-186.65	110312
4186	PARAGON TRADERS, LLC	04/26/2022	Regular	0.00	-60.00	110457
2365	SUN BADGE CO.	04/26/2022	Regular	0.00	-1,818.28	110467
2238	SAN GORGONIO MEMORIAL HOSPITAL	04/26/2022	Regular	0.00	-1,645.23	110518
4464	K HOV FOUR SEASONS AT BEAUMONT HOA	04/26/2022	Regular	0.00	-500.00	110537
4464	K HOV FOUR SEASONS AT BEAUMONT HOA	04/26/2022	Regular	0.00	-125.00	110538
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	04/26/2022	Regular	0.00	-449.46	110828
3834	SANTANDER BANK, N.A.	04/26/2022	Regular	0.00	-21,087.81	110891
3783	ALBERT SIERRA	04/26/2022	Regular	0.00	40.00	111047

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>RCT 932906</u>	Invoice	10/09/2019	DEPOSIT REFUND		0.00	40.00
	<u>100-0000-4590-0000</u>		BUILDING RENTAL	DEPOSIT REFUND		40.00
3769	ASHLEY MULCAHY	04/26/2022	Regular	0.00	15.37	111048
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>06-002331-09</u>	Invoice	09/18/2019	REIMBURSE CREDIT ON FINALED UTILITY	0.00	15.37	
	<u>100-0000-1400-0000</u>		A/R - UTILITIES	REIMBURSE CREDIT ON FINALE		15.37
3981	BOB PADOL	04/26/2022	Regular	0.00	69.85	111049
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>01-000308-02</u>	Invoice	04/23/2020	REIMBURSE CREDIT OF FINALED UTILITY A	0.00	69.85	
	<u>100-0000-1400-0000</u>		A/R - UTILITIES	REIMBURSE CREDIT OF FINALED		69.85

Check Report

Date Range: 04/26/20 Item 3. 022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1190	CALIFORNIA ASSOCIATION OF CODE ENFORCEM	04/26/2022	Regular	0.00	210.00	111050
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>14293</u>	Invoice	06/16/2021	EMPLOYEE TRAINING	0.00	210.00	
	<u>240-2330-7066-0000</u>		TRAVEL, EDCUATION, TRA		210.00	
			EMPLOYEE TRAINING			
1204	CALIFORNIA INLAND EMPIRE COUNCIL	04/26/2022	Regular	0.00	291.00	111051
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1110222</u>	Invoice	04/14/2021	LOCAL MEETING	0.00	291.00	
	<u>100-2100-7035-0000</u>		LOCAL MEETINGS		291.00	
			LOCAL MEETING			
4063	CARMEN BLACKLOCK	04/26/2022	Regular	0.00	30.00	111052
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>RCT 972184</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	30.00	
	<u>100-0000-4575-0000</u>		DAY CAMP PROGRAM		30.00	
			DAYCAMP REFUND			
3780	CDCE INCORPORATED	04/26/2022	Regular	0.00	160.00	111053
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>137554</u>	Invoice	10/15/2020	COMPUTER SUPPLIES	0.00	160.00	
	<u>220-0000-7072-0000</u>		COMPUTER SUPPLIES/MA		160.00	
			COMPUTER SUPPLIES			
4298	COUNTY OF RIVERSIDE COUNTY CLERK	04/26/2022	Regular	0.00	50.00	111054
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>CEQA 20/21</u>	Invoice	06/30/2021	ANNUAL CITYWIDE STREET REHABILITATI	0.00	50.00	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		50.00	
			ANNUAL CITYWIDE STREET REH			
4070	DANYA LYND	04/26/2022	Regular	0.00	75.00	111055
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>RCT 969434</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	75.00	
	<u>100-0000-4575-0000</u>		DAY CAMP PROGRAM		75.00	
			DAYCAMP REFUND			
3945	DENISE CLEARY	04/26/2022	Regular	0.00	51.64	111056
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>04-011303-02</u>	Invoice	03/12/2020	REFUND FOR CREDIT ON CLOSED UTILITY	0.00	51.64	
	<u>100-0000-1400-0000</u>		A/R - UTILITIES		51.64	
			REFUND FOR CREDIT ON CLOSE			
1460	EILEEN RODRIGUEZ	04/26/2022	Regular	0.00	16.86	111057
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>03/31/21</u>	Invoice	04/07/2021	COMMUNITY EVENT SUPPLIES	0.00	16.86	
	<u>100-1550-7040-0000</u>		RECREATION PROGRAMS		16.86	
			COMMUNITY EVENT SUPPLIES			
3910	FRANCISCO PARAISO	04/26/2022	Regular	0.00	24.49	111058
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>07-071271-03</u>	Invoice	02/12/2020	REIMBURSE CREDIT ON CLOSED UTILITY A	0.00	24.49	
	<u>100-0000-1400-0000</u>		A/R - UTILITIES		24.49	
			REIMBURSE CREDIT ON CLOSED			
4071	GILBERT SOSA	04/26/2022	Regular	0.00	15.00	111059
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>RCT 962264</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	15.00	
	<u>100-0000-4575-0000</u>		DAY CAMP PROGRAM		15.00	
			DAYCAMP REFUND			
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	04/26/2022	Regular	0.00	449.46	111060

Check Report

Date Range: 04/26/20 Item 3. 022

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		
34117	Invoice	11/24/2021	Huntington Transcription Servcies for FY 2	0.00	449.46	
	<u>100-2050-7068-0000</u>	CONTRACTUAL SERVICES	Huntington Transcription Servi		449.46	
3702	IAN ROSS	04/26/2022	Regular	0.00	40.00	111061
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT 917645	Invoice	06/30/2019	DEPOSIT REFUND	0.00	40.00	
	<u>100-0000-4590-0000</u>	BUILDING RENTAL	DEPOSIT REFUND		40.00	
3984	JASSO MITCHELL	04/26/2022	Regular	0.00	82.73	111062
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>02-005419-09</u>	Invoice	04/23/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	82.73	
	<u>100-0000-1400-0000</u>	A/R - UTILITIES	REIMBURSE CREDIT ON FINALE		82.73	
3985	JUDY BROWN	04/26/2022	Regular	0.00	47.01	111063
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>01-000050-05</u>	Invoice	04/23/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	47.01	
	<u>100-0000-1400-0000</u>	A/R - UTILITIES	REIMBURSE CREDIT ON FINALE		47.01	
4097	PATRICK PATTON	04/26/2022	Regular	0.00	30.00	111064
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT 967834	Invoice	06/18/2020	DAYCAMP REFUND	0.00	30.00	
	<u>100-0000-4575-0000</u>	DAY CAMP PROGRAM	DAYCAMP REFUND		30.00	
3845	SAMANTHA GONZALEZ	04/26/2022	Regular	0.00	40.00	111065
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT 943686	Invoice	11/26/2019	DEPOSIT REFUND	0.00	40.00	
	<u>100-0000-4590-0000</u>	BUILDING RENTAL	DEPOSIT REFUND		40.00	
2260	SCOTT WALKER	04/26/2022	Regular	0.00	10.00	111066
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT R01173193	Invoice	08/05/2021	DEPOSIT REFUND	0.00	10.00	
	<u>100-0000-4591-0000</u>	PARKS RENTAL	DEPOSIT REFUND		10.00	
2365	SUN BADGE CO.	04/26/2022	Regular	0.00	1,818.28	111067
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>406870</u>	Invoice	10/14/2021	DEPT SUPPLIES	0.00	1,818.28	
	<u>100-2050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		1,818.28	
3992	WEISSBEIN A.S. FAMILY TRUST	04/26/2022	Regular	0.00	298.49	111068
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>01-005625-06</u>	Invoice	04/23/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	298.49	
	<u>100-0000-1400-0000</u>	A/R - UTILITIES	REIMBURSE CREDIT ON FINALE		298.49	
4113	CHRISTIAN LEE	04/28/2022	Regular	0.00	151,279.00	111069
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>SETTLEMENT AG</u>	Invoice	04/28/2022	SETTLEMENT AGREEMENT - LEE	0.00	151,279.00	
	<u>120-9663-7500-0000</u>	SETTLEMENTS	SETTLEMENT AGREEMENT - LEE		151,279.00	
3544	CHRISTINA TAYLOR	04/28/2022	Regular	0.00	120.00	111070

Check Report

Date Range: 04/26/20 Item 3. 022

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		
R01222782	Invoice	04/28/2022	TINY TYKE SOCCER REFUND	0.00	120.00	
	<u>100-1550-7040-0000</u>	RECREATION PROGRAMS	TINY TYKE SOCCER REFUND	120.00		
1827	LANGUAGE TESTING INTERNATIONAL	04/28/2022	Regular	0.00	292.00	111071
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
L54625-IN	Invoice	04/28/2022	LANGUAGE TESTING	0.00	292.00	
	<u>100-1550-7068-0000</u>	CONTRACTUAL SERVICES	LANGUAGE TESTING	73.00		
	<u>700-4050-7068-0000</u>	CONTRACTUAL SERVICES	LANGUAGE TESTING	73.00		
	<u>750-7900-7068-0000</u>	CONTRACTUAL SERVICES	LANGUAGE TESTING	73.00		
	<u>750-8100-7068-0000</u>	CONTRACTUAL SERVICES	LANGUAGE TESTING	73.00		
4565	LAW OFFICES OF JOSEPH AVRAHAMY	04/28/2022	Regular	0.00	172,113.00	111072
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
LEE SETTLEMENT	Invoice	04/28/2022	ATTORNEY FEES - LEE SETTLEMENT	0.00	172,113.00	
	<u>120-9663-7500-0000</u>	SETTLEMENTS	ATTORNEY FEES - LEE SETTLEME	172,113.00		
2311	SOUTHERN CALIFORNIA EDISON	04/28/2022	Regular	0.00	820.28	111073
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
05/09/22	Invoice	04/28/2022	ELECTRIC UTILITY	0.00	820.28	
	<u>100-3250-7010-0000</u>	UTILITIES	ELECTRIC UTILITY	157.55		
	<u>100-3250-7010-004X</u>	UTILITIES (IA 4)	ELECTRIC UTILITY	121.37		
	<u>100-3250-7010-008A</u>	UTILITIES (IA 8A)	ELECTRIC UTILITY	37.26		
	<u>100-3250-7010-014A</u>	UTILITIES (IA 14A)	ELECTRIC UTILITY	263.21		
	<u>100-3250-7010-018X</u>	UTILITIES (IA 18)	ELECTRIC UTILITY	98.44		
	<u>100-6050-7010-0000</u>	UTILITIES	ELECTRIC UTILITY	82.29		
	<u>100-6050-7010-002X</u>	UTILITIES IA 2	ELECTRIC UTILITY	60.16		
4260	10-8 RETROFIT INC	04/28/2022	Virtual Payment	0.00	14,042.04	APA001058
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
18484	Invoice	04/28/2022	Outfitting of Equipment for 5 Ford Police I	0.00	14,042.04	
	<u>600-5050-8060-0000</u>	VEHICLE REPLACEMENT E	Outfitting of Equipment for 5 Fo	14,042.04		
1042	ALL PURPOSE RENTALS	04/28/2022	Virtual Payment	0.00	596.85	APA001059
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
47965	Invoice	04/28/2022	SPECIAL DEPT SUPPLIES	0.00	12.53	
	<u>100-6050-7070-008C</u>	SPEC DEPT EXP - IA 8C	SPECIAL DEPT SUPPLIES	12.53		
48001	Invoice	04/28/2022	SPECIAL DEPT SUPPLIES	0.00	254.32	
	<u>100-6050-7070-5500</u>	SPEC DEPT EXP - STEWAR	SPECIAL DEPT SUPPLIES	254.32		
48186	Invoice	04/28/2022	EQUIPMENT RENTAL	0.00	330.00	
	<u>100-6050-7075-06A1</u>	EQUIP LEASING/RENTAL (I	EQUIPMENT RENTAL	330.00		
4571	ALMA FRAUSTO	04/28/2022	Virtual Payment	0.00	40.00	APA001060
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
R01223897	Invoice	04/28/2022	DEPOSIT REFUND - MICKELSON PARK	0.00	40.00	
	<u>100-0000-4591-0000</u>	PARKS RENTAL	DEPOSIT REFUND - MICKELSON	40.00		
1050	AMAZON CAPITAL SERVICES	04/28/2022	Virtual Payment	0.00	633.28	APA001061
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
16YF-CD4K-HGV9	Invoice	04/28/2022	RECREATION PROGRAMS	0.00	276.53	
	<u>100-1550-7040-0000</u>	RECREATION PROGRAMS	RECREATION PROGRAMS	276.53		
1QPR-VFRQ-FCLV	Invoice	04/28/2022	RECREATION PROGRAMS	0.00	77.86	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-1550-7040-0000</u>	RECREATION PROGRAMS	RECREATION PROGRAMS		77.86	
<u>1R3Q-1MMM-F9</u>	Invoice	04/28/2022	SPECIAL DEPT SUPPLIES	0.00	248.85	
	<u>100-6000-7070-6055</u>	SPEC DEPT EXP- FIRE STAT	SPECIAL DEPT SUPPLIES		248.85	
<u>1Y73-YPKC-DPTW</u>	Invoice	04/28/2022	OFFICE SUPPLIES	0.00	30.04	
	<u>700-4050-7025-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES		30.04	
3917	ANGELA ARMENTA	04/28/2022	Virtual Payment	0.00	40.00	APA001062
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>R01227398</u>	Invoice	04/28/2022	DEPOSIT REFUND DEFORGE PARK	0.00	40.00	
	<u>100-0000-4591-0000</u>	PARKS RENTAL	DEPOSIT REFUND DEFORGE PAR		40.00	
4564	ARIANA NECOCHEA	04/28/2022	Virtual Payment	0.00	106.42	APA001063
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>07-010361-02</u>	Invoice	04/28/2022	CLOSED SEWER ACCOUNT	0.00	106.42	
	<u>700-0000-0220-0000</u>	ACCT REC - SEWER	CLOSED SEWER ACCOUNT		106.42	
1005	A-Z BUS SALES,INC.	04/28/2022	Virtual Payment	0.00	10,031.71	APA001064
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>01S525932</u>	Invoice	04/28/2022	#2832 Repairs	0.00	10,031.71	
	<u>750-7800-7037-0000</u>	VEHICLE MAINTENANCE	#2832 Repairs		9,579.14	
	<u>750-7800-7037-0000</u>	VEHICLE MAINTENANCE	BODY DAMAGE REPAIR		452.57	
2622	BANNING GLASS, MIRROR & SCREEN	04/28/2022	Virtual Payment	0.00	445.84	APA001065
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>4639</u>	Invoice	04/28/2022	VEHICLE MAINTENANCE	0.00	445.84	
	<u>750-7400-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		445.84	
4517	BAY ALARM COMPANY	04/28/2022	Virtual Payment	0.00	1,536.00	APA001066
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>3731632220415</u>	Invoice	04/28/2022	SECURITY SERVICES	0.00	720.00	
	<u>100-6000-7087-6060</u>	SECURITY - 713 W 4TH ST	SECURITY SERVICES		720.00	
<u>3739832220415</u>	Invoice	04/28/2022	SECURITY SERVICES	0.00	456.00	
	<u>100-6000-7087-5400</u>	SECURITY - SPORTS PARK	SECURITY SERVICES		456.00	
<u>3766332220415</u>	Invoice	04/28/2022	SECURITY SERVICES	0.00	360.00	
	<u>100-6000-7087-6050</u>	SECURITY - 450 E 4TH ST	SECURITY SERVICES		360.00	
4569	BRIENELLE FOGLIA	04/28/2022	Virtual Payment	0.00	120.00	APA001067
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>R01227906</u>	Invoice	04/28/2022	TINY TYKE SOCCER REFUND	0.00	120.00	
	<u>100-1550-7040-0000</u>	RECREATION PROGRAMS	TINY TYKE SOCCER REFUND		120.00	
4570	BRITTANY EK	04/28/2022	Virtual Payment	0.00	120.00	APA001068
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>R01222773</u>	Invoice	04/28/2022	TINY TYKE SOCCER REFUND	0.00	120.00	
	<u>100-1550-7040-0000</u>	RECREATION PROGRAMS	TINY TYKE SOCCER REFUND		120.00	
4484	BRUCE E. MIHELICH INC	04/28/2022	Virtual Payment	0.00	3,975.68	APA001069
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>W 73541</u>	Invoice	04/28/2022	VEHICLE MAINTENANCE	0.00	3,975.68	
	<u>100-6050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		3,975.68	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1296	CLARK'S TOWING	04/28/2022	Virtual Payment	0.00	300.00	APA001070
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>S7294</u>	Invoice	04/28/2022	VEHICLE MAINTENANCE	0.00	300.00	
	<u>100-2030-7037-0000</u>		VEHICLE MAINTENANCE		300.00	
2596	COUNTY OF RIVERSIDE EMD	04/28/2022	Virtual Payment	0.00	40,000.00	APA001071
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>21-22Q2</u>	Invoice	04/28/2022	Emergency Management Department Co	0.00	40,000.00	
	<u>100-2040-7036-0000</u>		GRANT SPECIFIC COSTS (40,000.00	
			Emergency Management Depar			
1334	COUTS HEATING & COOLING, INC	04/28/2022	Virtual Payment	0.00	345.00	APA001072
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>12384985</u>	Invoice	04/28/2022	BUILDING SUPPLIES/MAINT	0.00	345.00	
	<u>100-6000-7085-6045</u>		BLDG MAINT- COMMUNI		345.00	
			BUILDING SUPPLIES/MAINT			
1340	CPS HR CONSULTING	04/28/2022	Virtual Payment	0.00	738.10	APA001073
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>SOP54932</u>	Invoice	04/28/2022	RECRUITMENT	0.00	383.90	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		383.90	
			RECRUITMENT			
<u>SOP54942</u>	Invoice	04/28/2022	RECRUITMENT	0.00	354.20	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		354.20	
			RECRUITMENT			
1344	CREATIVE BUS SALES, INC	04/28/2022	Virtual Payment	0.00	3,422.97	APA001074
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>XA101001265_01</u>	Invoice	04/28/2022	VEHICLE MAINTENANCE	0.00	2,850.00	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		2,850.00	
			VEHICLE MAINTENANCE			
<u>XA111001560_01</u>	Invoice	04/28/2022	VEHICLE MAINTENANCE	0.00	572.97	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		572.97	
			VEHICLE MAINTENANCE			
1237	DANIEL WILLIAM DOPP	04/28/2022	Virtual Payment	0.00	685.00	APA001075
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>122</u>	Invoice	04/28/2022	CODE ENFORCEMENT	0.00	180.00	
	<u>100-2030-7039-0000</u>		CODE ENFORCEMENT		180.00	
			CODE ENFORCEMENT			
<u>123</u>	Invoice	04/28/2022	CODE ENFORCEMENT	0.00	205.00	
	<u>100-2030-7039-0000</u>		CODE ENFORCEMENT		205.00	
			CODE ENFORCEMENT			
<u>124</u>	Invoice	04/28/2022	CODE ENFORCEMENT	0.00	300.00	
	<u>100-2030-7039-0000</u>		CODE ENFORCEMENT		300.00	
			CODE ENFORCEMENT			
1398	DEPARTMENT OF ENVIORNMENTAL HEALTH	04/28/2022	Virtual Payment	0.00	734.00	APA001076
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>IN0442164</u>	Invoice	04/28/2022	LICENSE, PERMIT & FEES	0.00	734.00	
	<u>100-6000-7022-6045</u>		HEALTH PERMIT - CRC		734.00	
			LICENSE, PERMIT & FEES			
1422	DICK'S ALL AUTO REPAIR, INC	04/28/2022	Virtual Payment	0.00	51.75	APA001077
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>26438</u>	Invoice	04/28/2022	VEHICLE MAINT	0.00	51.75	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		51.75	
			VEHICLE MAINT			
2846	DIVERSIFIED DISTRIBUTION	04/28/2022	Virtual Payment	0.00	199.78	APA001078

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2002087</u>	Invoice	04/28/2022	EQUIPMENT SUPPLIES/MAINT	0.00	199.78	
	<u>100-6050-7090-0000</u>		EQUIP SUPPLIES/MAINT		199.78	
1445	DUDEK	04/28/2022	Virtual Payment	0.00	225.00	APA001079
<u>202202091</u>	Invoice	04/28/2022	CONTRACTUAL SERVICES	0.00	225.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		225.00	
1518	FLYERS ENERGY	04/28/2022	Virtual Payment	0.00	7,141.01	APA001080
<u>CFS-2948019</u>	Invoice	04/28/2022	FUEL	0.00	4,304.31	
	<u>750-7600-7050-0000</u>		FUEL		2,004.98	
	<u>750-7800-7050-0000</u>		FUEL		698.93	
	<u>750-7900-7050-0000</u>		FUEL		1,425.12	
	<u>750-8300-7050-0000</u>		FUEL		175.28	
<u>CFS-2967554</u>	Invoice	04/28/2022	FUEL	0.00	2,836.70	
	<u>750-7600-7050-0000</u>		FUEL		940.38	
	<u>750-7900-7050-0000</u>		FUEL		435.06	
	<u>750-8300-7050-0000</u>		FUEL		1,461.26	
1533	FRONTIER COMMUNICATIONS	04/28/2022	Virtual Payment	0.00	1,511.76	APA001081
<u>951-197-0708-12</u>	Invoice	04/28/2022	PHONE UTILITY	0.00	1,190.00	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		1,190.00	
<u>951-769-8537-03</u>	Invoice	04/28/2022	PHONE UTILITY	0.00	109.03	
	<u>100-1230-7015-6060</u>		TELEPHONE (4th ST YARD)		109.03	
<u>951-922-6646-04</u>	Invoice	04/28/2022	PHONE UTILITY	0.00	212.73	
	<u>700-4050-7015-0000</u>		TELEPHONE		212.73	
3401	GINGER TRIPUETT	04/28/2022	Virtual Payment	0.00	40.00	APA001082
<u>R01228671</u>	Invoice	04/28/2022	DEPOSIT REFUND DEFORGE PARK	0.00	40.00	
	<u>100-0000-4591-0000</u>		PARKS RENTAL		40.00	
1579	GOSCH	04/28/2022	Virtual Payment	0.00	95.26	APA001083
<u>1039229</u>	Invoice	04/28/2022	VEHICLE MAINTENANCE	0.00	68.63	
	<u>750-7800-7037-0000</u>		VEHICLE MAINTENANCE		68.63	
<u>1042417</u>	Invoice	04/28/2022	VEHICLE MAINTENANCE	0.00	26.63	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		26.63	
3006	H2O INNOVATION USA, INC	04/28/2022	Virtual Payment	0.00	188.48	APA001084
<u>CR100899</u>	Invoice	04/28/2022	SPECIAL DEPT SUPPLIES	0.00	188.48	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		188.48	
1612	HEARD'S INVESTIGATIONS AND POLYGRAPH LL	04/28/2022	Virtual Payment	0.00	175.00	APA001085

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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		
7485	Invoice	04/28/2022	RECRUITMENT	0.00	175.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		175.00	
1624	HIGH TECH IRRIGATION, INC.	04/28/2022	Virtual Payment	0.00	2,681.68	APA001086
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
712089	Invoice	04/28/2022	SPECIAL DEPT SUPPLIES	0.00	2,681.68	
	<u>100-6050-7070-5999</u>		SPEC DEPT EXP - ALL PAR		2,681.68	
4568	HOPE CAMPBELL	04/28/2022	Virtual Payment	0.00	40.00	APA001087
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
R0119095	Invoice	04/28/2022	DEPOSIT REFUND - FALLEN HEROS PARK	0.00	40.00	
	<u>100-0000-4591-0000</u>		PARKS RENTAL		40.00	
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	04/28/2022	Virtual Payment	0.00	319.54	APA001088
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
34458	Invoice	04/28/2022	Huntington Transcription Servcies for FY 2	0.00	319.54	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		319.54	
4567	JODI ARELLANO	04/28/2022	Virtual Payment	0.00	120.00	APA001089
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
R01222781	Invoice	04/28/2022	TINY TYKE SOCCER REFUND	0.00	120.00	
	<u>100-1550-7040-0000</u>		RECREATION PROGRAMS		120.00	
1857	LIEBERT CASSIDY WHITMORE	04/28/2022	Virtual Payment	0.00	607.50	APA001090
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
215253	Invoice	04/28/2022	LEGAL SERVICES - POA NEGOTIATIONS 20	0.00	468.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		468.00	
215254	Invoice	04/28/2022	LEGAL SERVICES - SEIU NEGOTIATIONS 20	0.00	39.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		39.00	
215255	Invoice	04/28/2022	SEIU SALARY GRIEVANCE	0.00	100.50	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		100.50	
4290	LISA WISE CONSULTING, INC	04/28/2022	Virtual Payment	0.00	11,000.00	APA001091
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
4198	Invoice	04/28/2022	Housing Element Update	0.00	11,000.00	
	<u>215-0000-7068-0000</u>		CONTRACTUAL SERVICES		2,618.85	
	<u>215-0000-7068-0000</u>		CONTRACTUAL SERVICES		8,381.15	
4396	LPA INC	04/28/2022	Virtual Payment	0.00	6,306.25	APA001092
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
103568	Invoice	04/28/2022	PD FEASIBILITY STUDY	0.00	6,306.25	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		6,306.25	
1984	NAPA AUTO PARTS	04/28/2022	Virtual Payment	0.00	1,158.99	APA001093
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
175885	Invoice	04/28/2022	EQUIPMENT SUPPLIES/MAINT	0.00	51.70	
	<u>100-6050-7090-0000</u>		EQUIP SUPPLIES/MAINT		51.70	
176203	Credit Memo	03/25/2022	VEHICLE MAINTENANCE	0.00	-51.70	
	<u>100-6050-7090-0000</u>		EQUIP SUPPLIES/MAINT		-51.70	

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<u>177606</u>	Invoice 750-8300-7037-0000	04/28/2022	VEHICLE MAINTENANCE	0.00	110.25	
			VEHICLE MAINTENANCE		110.25	
<u>177684</u>	Invoice 750-7800-7037-0000	04/28/2022	VEHICLE MAINTENANCE	0.00	178.52	
			VEHICLE MAINTENANCE		178.52	
<u>177686</u>	Invoice 750-7300-7070-0000	04/28/2022	VEHICLE MAINTENANCE	0.00	268.30	
			SPECIAL DEPT SUPPLIES		268.30	
<u>177688</u>	Invoice 750-8300-7037-0000	04/28/2022	VEHICLE MAINTENANCE	0.00	45.24	
			VEHICLE MAINTENANCE		45.24	
<u>177723</u>	Invoice 750-7400-7037-0000	04/28/2022	VEHICLE MAINTENANCE	0.00	524.41	
			VEHICLE MAINTENANCE		524.41	
<u>177902</u>	Invoice 750-7400-7037-0000	04/28/2022	VEHICLE MAINTENANCE	0.00	19.38	
			VEHICLE MAINTENANCE		19.38	
<u>178043</u>	Invoice 750-7400-7037-0000	04/28/2022	VEHICLE MAINTENANCE	0.00	12.89	
			VEHICLE MAINTENANCE		12.89	
4540	NICHOLAS MARZULLO	04/28/2022	Virtual Payment	0.00	2,944.63	APA001094
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>11941</u>	Invoice 100-6050-7070-5600	04/28/2022	SPECIAL DEPT SUPPLIES	0.00	2,944.63	
			SPEC DEPT EXP - TREVINO		2,944.63	
4566	NICOLE MCCARTNEY	04/28/2022	Virtual Payment	0.00	40.00	APA001095
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>R01223897</u>	Invoice 100-0000-4591-0000	04/28/2022	DEPOSIT REFUND - MICKELSON PARK	0.00	40.00	
			PARKS RENTAL		40.00	
2009	O'REILLY AUTO PARTS	04/28/2022	Virtual Payment	0.00	218.02	APA001096
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>2678-424910</u>	Credit Memo 100-6050-7090-0000	03/25/2022	VEHICLE MAINTENANCE	0.00	-20.46	
			EQUIP SUPPLIES/MAINT		-20.46	
<u>2678-428810</u>	Invoice 750-7300-7037-0000	04/28/2022	VEHICLE MAINTENANCE	0.00	96.94	
			VEHICLE MAINTENANCE		96.94	
<u>2678-429235</u>	Invoice 750-7400-7037-0000	04/28/2022	VEHICLE MAINTENANCE	0.00	10.95	
			VEHICLE MAINTENANCE		10.95	
<u>2678-429325</u>	Invoice 750-8300-7037-0000	04/28/2022	VEHICLE MAINTENANCE	0.00	34.01	
			VEHICLE MAINTENANCE		34.01	
<u>2678-429433</u>	Invoice 750-7400-7037-0000	04/28/2022	VEHICLE MAINTENANCE	0.00	10.95	
			VEHICLE MAINTENANCE		10.95	
<u>2678-429437</u>	Invoice 750-7400-7037-0000	04/28/2022	VEHICLE MAINTENANCE	0.00	19.37	
			VEHICLE MAINTENANCE		19.37	
<u>2678-430017</u>	Invoice 750-7100-7037-0000	04/28/2022	VEHICLE MAINTENANCE	0.00	6.03	
			VEHICLE MAINTENANCE		6.03	
<u>2678-430704</u>	Invoice 750-7400-7037-0000	04/28/2022	VEHICLE MAINTENANCE	0.00	60.23	
			VEHICLE MAINTENANCE		60.23	
2039	PARKHOUSE TIRE, INC.	04/28/2022	Virtual Payment	0.00	1,409.31	APA001097
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>2030213006</u>	Invoice 750-7600-7037-0000	04/28/2022	VEHICLE MAINTENANCE	0.00	1,409.31	
			VEHICLE MAINTENANCE		1,409.31	
2871	PARTS AUTHORITY METRO LLC	04/28/2022	Virtual Payment	0.00	414.84	APA001098

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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		
091-272934	Invoice 100-6050-7037-0000	04/28/2022	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	414.84 414.84	
3652	PRUDENTIAL OVERALL SUPPLY	04/28/2022	Virtual Payment	0.00	610.67	APA001099
<u>23305841</u>	Invoice 100-6050-7065-0000	04/28/2022	Uniform Rental and Cleaning CITY UNIFORMS	0.00	97.45 97.45	
<u>23309001</u>	Invoice 750-7100-7065-0000 750-7400-7065-0000 750-7600-7065-0000 750-7800-7065-0000 750-7900-7065-0000 750-8300-7065-0000	04/28/2022	Uniform Rental and Cleaning UNIFORMS UNIFORMS UNIFORMS UNIFORMS UNIFORMS	0.00	112.24 14.72 30.98 23.67 15.01 8.27 19.59	
<u>23309030</u>	Invoice 750-7300-7065-0000	04/28/2022	Uniform Rental and Cleaning UNIFORMS	0.00	51.47 51.47	
<u>23309050</u>	Invoice 100-6050-7065-0000	04/28/2022	Uniform Rental and Cleaning CITY UNIFORMS	0.00	93.02 93.02	
<u>23312358</u>	Invoice 750-7100-7065-0000 750-7400-7065-0000 750-7600-7065-0000 750-7800-7065-0000 750-7900-7065-0000 750-8300-7065-0000	04/28/2022	Uniform Rental and Cleaning UNIFORMS UNIFORMS UNIFORMS UNIFORMS UNIFORMS	0.00	112.96 14.87 31.12 23.81 15.16 8.27 19.73	
<u>23312391</u>	Invoice 750-7300-7065-0000	04/28/2022	Uniform Rental and Cleaning UNIFORMS	0.00	51.47 51.47	
<u>23312404</u>	Invoice 100-6050-7065-0000	04/28/2022	Uniform Rental and Cleaning CITY UNIFORMS	0.00	92.06 92.06	
2098	QUILL CORPORATON	04/28/2022	Virtual Payment	0.00	505.12	APA001100
<u>24127046</u>	Invoice 750-7300-7025-0000	04/26/2022	OFFICE SUPPLIES OFFICE SUPPLIES	0.00	139.45 139.45	
<u>24159390</u>	Invoice 750-7300-7025-0000	04/28/2022	OFFICE SUPPLIES OFFICE SUPPLIES	0.00	179.91 179.91	
<u>24159396</u>	Invoice 750-7000-7025-0000	04/28/2022	OFFICE SUPPLIES OFFICE SUPPLIES	0.00	99.92 99.92	
<u>24159785</u>	Invoice 750-7300-7025-0000	04/28/2022	OFFICE SUPPLIES OFFICE SUPPLIES	0.00	85.84 85.84	
2104	RAMONA HUMANE SOCIETY INC	04/28/2022	Virtual Payment	0.00	3,847.21	APA001101
<u>COB33122</u>	Invoice 100-2000-7068-0000	04/28/2022	Ramona Humane Society Sheltering Servi CONTRACTUAL SERVICES	0.00	3,847.21 3,847.21	
3681	RIVERSIDE COUNTY DEPARTMENT OF WASTE R	04/28/2022	Virtual Payment	0.00	861.11	APA001102

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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>202202000169</u>	Invoice	04/28/2022	SPECIAL DEPT SUPPLIES	0.00	715.08	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		62.13	
	<u>100-6050-7070-003X</u>		SPEC DEPT EXP - IA 3		76.74	
	<u>100-6050-7070-006A</u>		SPEC DEPT EXP - IA 6A		125.43	
	<u>100-6050-7070-006B</u>		SPEC DEPT EXP - IA 6B		29.80	
	<u>100-6050-7070-012A</u>		SPEC DEPT EXP - IA 12A		29.80	
	<u>100-6050-7070-014A</u>		SPEC DEPT EXP - IA 14A		55.07	
	<u>100-6050-7070-016X</u>		SPEC DEPT EXP - IA 16		14.75	
	<u>100-6050-7070-019E</u>		SPEC DEPT EXP - IA 19E		25.25	
	<u>100-6050-7070-160Z</u>		SPECIAL DEPT SUPPLIES -		28.60	
	<u>100-6050-7070-5750</u>		SPECIAL DEPT SUPPLIES (159.11	
	<u>100-6050-7070-5800</u>		SPECIAL DEPT SUPPLIES -		108.40	
<u>202203000169</u>	Invoice	04/28/2022	SPECIAL DEPT SUPPLIES	0.00	146.03	
	<u>100-6050-7070-003X</u>		SPEC DEPT EXP - IA 3		14.75	
	<u>100-6050-7070-018X</u>		SPEC DEPT EXP - IA 18		116.53	
	<u>100-6050-7070-06A1</u>		SPEC DEPT EXP - IA 6A1		14.75	
3260	SITONE LANDSCAPE SUPPLY, LLC	04/28/2022	Virtual Payment	0.00	2,538.73	APA001103
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>117422251-002</u>	Invoice	04/28/2022	Irrigation Materials	0.00	327.89	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		327.89	
<u>117667331-001</u>	Invoice	04/28/2022	Irrigation Materials	0.00	474.64	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		474.64	
<u>117667865-003</u>	Invoice	04/28/2022	Irrigation Materials	0.00	1,736.20	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		1,736.20	
2353	STERICYCLE INC.	04/28/2022	Virtual Payment	0.00	382.47	APA001104
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>8001252654</u>	Invoice	04/28/2022	PAPER SHRED SERVICE	0.00	382.47	
	<u>100-1200-7068-0000</u>		CONTRACTUAL SERVICES		112.22	
	<u>100-2000-7025-0000</u>		OFFICE SUPPLIES		13.51	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		256.74	
2407	THE GAS COMPANY	04/28/2022	Virtual Payment	0.00	502.88	APA001105
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10552230004 05/</u>	Invoice	04/28/2022	GAS UTILITY	0.00	502.88	
	<u>750-7300-7010-0000</u>		UTILITIES		502.88	
4267	THERESA MICHEL INVESTIGATIONS	04/28/2022	Virtual Payment	0.00	1,500.00	APA001106
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2022-4</u>	Invoice	04/28/2022	HIRING COSTS	0.00	1,500.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		1,500.00	
2484	VERIZON	04/28/2022	Virtual Payment	0.00	97.41	APA001107
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>9903908221</u>	Invoice	04/28/2022	PHONE UTILITY	0.00	97.41	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		97.41	
3248	WEBB MUNICIPAL FINANCE, LLC	04/28/2022	Virtual Payment	0.00	48,783.75	APA001108

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Vendor Number Payable #	Vendor Name Payable Type Account Number	Payment Date Post Date	Payment Type Payable Description Account Name Item Description	Discount Amount Discount Amount	Payment Amount Payable Amount Distribution Amount	Number
20220016	Invoice 250-0000-7068-0000	04/28/2022	CFD Administration CONTRACTUAL SERVICES CFD Administration	0.00	48,783.75 48,783.75	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	27	27	0.00	328,489.46
Manual Checks	0	0	0.00	0.00
Voided Checks	0	36	0.00	-39,552.12
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
Virtual Payments	95	51	0.00	174,431.04
	122	114	0.00	463,368.38

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	27	27	0.00	328,489.46
Manual Checks	0	0	0.00	0.00
Voided Checks	0	36	0.00	-39,552.12
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
Virtual Payments	95	51	0.00	174,431.04
	122	114	0.00	463,368.38

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	4/2022	463,368.38
			463,368.38



Staff Report

TO: City Council

FROM: Elizabeth Gibbs, Interim City Manager

DATE: May 17, 2022

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 March 15, 2022, 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, the most recent executive order N-04-22 dated February 25, 2022, terminates portions of 11 executive orders related to the COVID-19 pandemic (Attachment A). Under this order, 19 provisions are terminated immediately, with an additional 18 to be lifted on March 31, 2022, and 15 to expire on June 30, 2022.

If Beaumont's emergency declaration remains in effect, it will be brought back to the City Council for consideration no later than July 19, 2022. 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 June 7, 2022, 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:

Take no action and keep the existing declaration of emergency resolution in place.

Attachments:

- A. Order N-04-22
- B. City of Beaumont Resolution No. 2020-07

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-04-22

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS since March 2020, the State has taken decisive and meaningful actions, relying on the most current data and science available, to reduce the spread, and mitigate the impacts, of COVID-19, saving an untold number of lives; and

WHEREAS on June 11, 2021, as a result of reducing case rates throughout California at that time, I issued Executive Order N-08-21, which systematically rolled back many of the Executive Order provisions I put in place to ensure for the continued provision of public and essential services while preserving public health and safety; and

WHEREAS following my issuance of Executive Order N-08-21, the Delta and Omicron variants of COVID-19 spread throughout California, the United States, and the world, posing significant threats to the health and safety of Californians and necessitating additional decisive actions, including those implemented through Executive Order; and

WHEREAS as a result of the effective actions Californians have taken, including more than 73 percent of eligible Californians who have been fully vaccinated, another 9 percent of eligible Californians who are partially vaccinated, and more than 56 percent of eligible Californians who have received a booster, California has turned another corner in its fight against COVID-19, and in particular, the Omicron variant; and

WHEREAS on February 17, 2022, I unveiled the SMARTER Plan, which will guide California's strategic approach to managing the next phase of the COVID-19 pandemic while moving the state's recovery forward, with a focus on continued readiness, awareness and flexibility; and

WHEREAS in light of the current state of the COVID-19 pandemic in California, it is appropriate to, again, through measured and decisive action, roll back additional provisions of my COVID-19-related Executive Orders; and

WHEREAS certain provisions of my COVID-19 related Executive Orders currently remain necessary to continue to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, including maintaining California's robust testing and vaccination programs and protecting hospital capacity, and the termination of certain provisions of my COVID-19 related Executive Orders during this stage of the emergency would compound the effects of the emergency and impede the State's recovery by disrupting the State's ability to support ongoing medical response and preparedness; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would continue to prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

The following provisions are terminated.

- 1) State of Emergency Proclamation dated March 4, 2020:
 - a. Paragraph 1. The State Emergency Plan as it relates to the COVID-19 pandemic shall remain active;
 - b. Paragraph 5; and
 - c. Paragraph 6.
- 2) Executive Order N-25-20:
 - a. Paragraph 6; and
 - b. Paragraph 8.
- 3) Executive Order N-40-20, Paragraph 14. This provision shall apply to any expenses incurred prior its termination.
- 4) Executive Order N-41-20.
- 5) Executive Order N-45-20, Paragraph 10.
- 6) Executive Order N-50-20:
 - a. Paragraph 1;
 - b. Paragraph 3; and
 - c. Paragraph 4.
- 7) Executive Order N-55-20:
 - a. Paragraph 15;
 - b. Paragraph 17; and
 - c. Paragraph 18.
- 8) Executive Order N-63-20, Paragraph 8, subparagraphs (d) and (f).
- 9) Executive Order N-66-20:
 - a. Paragraph 7; and
 - b. Paragraph 8.
- 10) Executive Order N-02-21, Paragraph 2.
- 11) Executive Order N-12-21, Paragraph 8.

The following provisions shall remain in place and shall have full force and effect through March 31, 2022, upon which time they will expire subject to individual conditions described in the enumerated paragraphs below.

- 12) Executive Order N-57-20:
 - a. Paragraph 1;
 - b. Paragraph 2;
 - c. Paragraph 3; and
 - d. Paragraph 4.

- 13) Executive Orders N-25-20, Paragraph 7, N-35-20, Paragraph 3, and N-84-20, Paragraph 4, except that Executive Order N-25-20, Paragraph 7 shall remain in effect as applicable only to emergency appointments made pursuant to Government Code section 19888.1 and California Code of Regulations, Title 2, Sections 300 through 303 for participants in the California Medical Assistance Team (CAL-MAT) Program. Any hours or days worked during the 2021-22 fiscal year by an individual hired pursuant to these provisions prior to their termination shall not count toward the work-hour or work-day limits prescribed under the respective statutes and regulations identified in these Executive Orders.
- 14) Executive Order N-71-20, Paragraph 5.
- 15) Executive Order N-12-21, Paragraph 7. Any retired person who returned to service pursuant to this provision prior to its termination shall be able to remain in service through the end of the 2021-22 fiscal year notwithstanding any limitation that would otherwise apply pursuant to Government Code section 7522.56, subdivision (f).
- 16) Executive Order N-3-22:
- a. Paragraph 3. Any days for which a substitute teacher was assigned to a single general education assignment prior to the termination of this provision shall not count toward the limitations in California Code of Regulations, Title 5, sections 80025.1(c) and 80025.3(a) and (b), as modified via Section 47 of Assembly Bill 167, Chapter 252, Statutes of 2021;
 - b. Paragraph 5. Any compensation earned by a retired member during the 2021-22 school year pursuant to this provision prior to its termination shall not count toward the post-retirement compensation limits under Education Code section 24214, subdivisions (d), (f), and (g);
 - c. Paragraph 6. Any retired member who meets normal retirement age and returned to service pursuant to this provision prior to its termination shall be able to remain in service through the end of the 2021-22 school year notwithstanding any limitation that would otherwise apply pursuant to Education Code section 24214.5, subdivisions (a) through (g); and
 - d. Paragraph 7. Any retired classified and certified personnel who returned to service pursuant to this provision prior to its termination shall be able to remain in service through the end of the 2021-22 fiscal year notwithstanding any limitation that would otherwise apply pursuant to Government Code section 7522.56, subdivision (g).

The following provisions shall remain in place and shall have full force and effect through June 30, 2022, upon which time they will expire subject to individual conditions described in the enumerated paragraphs below.

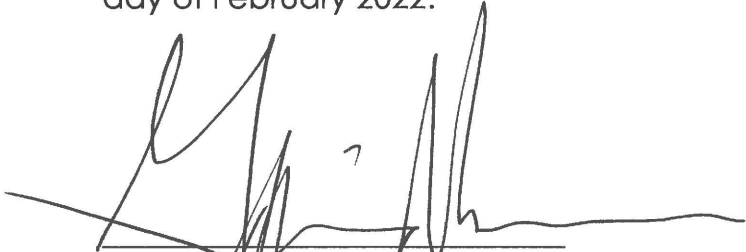
- 17) Executive Order N-38-20:
- a. Paragraph 1;
 - b. Paragraph 2;
 - c. Paragraph 3;
 - d. Paragraph 4; and
 - e. Paragraph 5.

- 18) Executive Order N-43-20 (as modified via Executive Order N-08-21 and extended via Executive Order N-16-21):
- a. Paragraph 2;
 - b. Paragraph 3;
 - c. Paragraph 4;
 - d. Paragraph 5;
 - e. Paragraph 6;
 - f. Paragraph 7;
 - g. Paragraph 8;
 - h. Paragraph 9; and
 - i. Paragraph 10.
- 19) Executive Order N-71-20, Paragraph 18.
- 20) Executive Order N-12-21:
- a. Paragraph 1. This is a further extension beyond that provided in Paragraph 1 of Executive Order N-21-21;
 - b. Paragraph 2. This is a further extension beyond that provided in Paragraph 1 of Executive Order N-21-21;
 - c. Paragraph 3. This is a further extension beyond that provided in Paragraph 1 of Executive Order N-21-21;
 - d. Paragraph 4. This is a further extension beyond that provided in Paragraph 1 of Executive Order N-21-21;
 - e. Paragraph 5. This is a further extension beyond that provided in Paragraph 1 of Executive Order N-21-21; and
 - f. Paragraph 6. This is a further extension beyond that provided in Paragraph 1 of Executive Order N-21-21.
- 21) Executive Order N-17-21, Paragraph 1. This is a further extension beyond that provided in Paragraph 2 of Executive Order N-21-21.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 25th day of February 2022.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State

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



Staff Report

TO: City Council
FROM: Jennifer Ustation, Finance Director
DATE: May 17, 2022
SUBJECT: **FY2022 General Fund and Wastewater Budget to Actual through April 2022**

Background and Analysis:

City staff has updated the analysis of the General Fund and Wastewater Fund for FY2022 with results through April 2022.

General Fund Analysis:

- Eight months of sales tax has been received and has surpassed the budget, city staff are working with HDL and determined that a corporate restructure in the business industry sector has significantly increased this revenue;
- Increased building permit activity has surpassed budget;
- Investment earnings are trending below budget;
- 21 of 26 pay periods have been reported and costs are trending lower than budget;
- Utility costs are trending high;
- Fleet costs are trending high; and
- Contractual services are trending lower than budget. The two quarters of the fire service invoices have been paid and total \$1,977,775.07.

The attached report (Attachment A) provides preliminary estimates reflecting the initial ten months of FY2022. Estimates will be reviewed and revised as actual fiscal activity is recorded. Property tax is received in January and May of each year. Eight months of sales tax has been received and has outperformed forecasts. Building permit activity has surpassed the budget. Investment income is estimated to come in below budget. Personnel costs are trending to have a savings; however, recruitment is trending high. On August 3, 2021, City Council approved a budget amendment for unspent prior year appropriations and reappropriated \$214,799 for FY2022. This allows for \$741,845 of available funds for City Council to appropriate throughout the year.

Wastewater Fund Analysis:

- Four of six utility billings recorded and trending lower than budget;
- 21 of 26 pay periods recorded and costs are trending lower than budget;
- Utilities are trending higher than budget;
- Fleet costs have exceeded budget; and
- One of two debt service payments have been recorded.

Fiscal Impact:

There is no fiscal impact from this report.

Recommended Action:

Receive and file report.

Attachments:

- A. General Fund Budget to Actual through April 2022
- B. Wastewater Fund Budget to Actual through April 2022
- C. HDL Companies Sales Tax Info Sheet 2021 4th Quarter



**Budget Comparison Report
City of Beaumont, CA
General Fund Budget to Actual through April 2022**

Item 5.

Beginning Fund Balance

17.5M

		2019-2020	2020-2021	2021-2022	Parent Budget		
		YTD Activity	YTD Activity	YTD Activity	2021-2022		
		Through Per	Through Per	Through Per	V3	Estimate	Notes
Category: 40 - TAXES							
	400 - Real Property Taxes	3,795,416.69	4,316,193.15	4,595,265.19	6,516,588.00	6,799,783.00	
	403 - Personal Property Taxes	254,416.12	210,630.22	238,447.81	277,822.00	221,115.00	
	409 - Sales Taxes	3,871,886.43	4,991,229.73	12,203,002.33	7,402,550.00	22,611,272.00	8 months received
	420 - Other Taxes	3,953,792.64	4,581,970.09	5,047,296.99	8,462,873.00	8,696,186.00	
Total Category: 40 - TAXES:		11,875,511.88	14,100,023.19	22,084,012.32	22,659,833.00	38,328,356.00	
Category: 41 - LICENSES							
	430 - Business Licenses	153,388.06	223,686.46	177,385.93	405,000.00	426,658.00	
Total Category: 41 - LICENSES:		153,388.06	223,686.46	177,385.93	405,000.00	426,658.00	
Category: 42 - PERMITS							
	450 - Building Permits	1,816,400.90	1,534,011.51	3,581,545.18	2,857,250.00	3,960,700.00	Building permit revenue has exceeded budget
	453 - Inspections	171,895.33	200,320.70	31,375.00	376,200.00	45,636.00	
	456 - Other Permits	448,560.77	420,161.83	607,948.82	746,575.00	770,827.00	
	515 - Public Works	(75,974.50)	-	6,539.98	-	9,512.00	
Total Category: 42 - PERMITS:		2,360,882.50	2,154,494.04	4,227,408.98	3,980,025.00	4,786,675.00	
Category: 43 - FRANCHISE FEES							
	406 - Franchise Fees	7,829,679.25	2,983,404.00	2,778,613.78	3,111,474.00	3,197,451.00	
Total Category: 43 - FRANCHISE FEES:		7,829,679.25	2,983,404.00	2,778,613.78	3,111,474.00	3,197,451.00	
Category: 45 - INTERGOVERNMENTAL							
	465 - State	-	-	-	-	-	
	470 - Local	2,549.65	-	-	-	-	
Total Category: 45 - INTERGOVERNMENTAL:		2,549.65	-	-	-	-	
Category: 47 - CHARGES FOR SERVICE							
	500 - Sanitation	131,257.25	122,138.50	(23,189.88)	-	-	
	505 - Animal Control	79,109.93	94,073.84	90,324.61	111,564.00	114,485.00	
	510 - Community Development	5,144.00	4,846.00	5,006.00	6,135.00	4,337.00	
	515 - Public Works	9,712.00	49,237.06	63,913.44	15,500.00	98,965.00	
	525 - Abatements	40,412.33	54,791.40	58,084.63	67,399.00	83,927.00	
	530 - Public Safety	181,634.78	299,686.86	509,142.22	611,696.00	586,553.00	
	535 - Facilities	97,763.18	74,964.53	146,819.47	131,020.00	196,597.00	
	540 - Programs	77,882.00	2,139.00	17,399.00	18,750.00	16,489.00	
	545 - Other	119,467.53	85,796.14	104,538.46	280,050.00	143,317.00	
Total Category: 47 - CHARGES FOR SERVICE:		742,383.00	787,673.33	972,037.95	1,242,114.00	1,244,670.00	
Category: 50 - FINES AND FORFEITURES							
	555 - Vehicle	63,588.17	64,812.06	79,888.43	76,608.00	86,990.00	
	557 - Other	33,020.14	9,429.97	34,445.05	52,195.00	40,777.00	
Total Category: 50 - FINES AND FORFEITURES:		96,608.31	74,242.03	114,333.48	128,803.00	127,767.00	
Category: 53 - COST RECOVERY							
	465 - State	24,870.02	-	16,749.68	20,000.00	22,050.00	
	565 - Other Income	533,368.05	145,197.45	420,413.01	432,500.00	558,705.00	

Total Category: 53 - COST RECOVERY:		558,238.07	145,197.45	437,162.69	452,500.00	580,755.00	
Category: 54 - MISCELLANEOUS REVENUES							
	560 - Investment Earnings	106,258.80	68,319.54	37,856.65	275,000.00	45,000.00	
	565 - Other Income	32,400.23	21,970.15	149,720.29	34,000.00	234,539.00	
Total Category: 54 - MISCELLANEOUS REVENUES:		138,659.03	90,289.69	187,576.94	309,000.00	279,539.00	
Category: 58 - OTHER FINANCING SOURCES							
	595 - Sale of Assets	27,430.98	-	2,471.18	-	2,472.00	
	599 - Other	(31.75)	(26.94)	73.29	-	73.00	
Total Category: 58 - OTHER FINANCING SOURCES:		27,399.23	(26.94)	2,544.47	-	2,545.00	
Category: 90 - TRANSFERS							
	900 - Transfers	1,954,181.50	6,982,755.25	4,014,755.15	7,859,575.00	7,859,575.00	All transfers expected to be ma
Total Category: 90 - TRANSFERS:		1,954,181.50	6,982,755.25	4,014,755.15	7,859,575.00	7,859,575.00	
Total Revenue		25,739,480.48	27,541,738.50	34,995,831.69	40,148,324.00	56,833,991.00	
Category: 60 - PERSONNEL SERVICES							
	600 - SALARIES AND WAGES	9,667,660.26	10,009,322.21	11,566,591.60	14,823,198.00	14,785,459.00	21 of 26 pay periods recorded
	610 - BENEFITS	5,543,687.78	4,652,659.60	4,097,798.79	6,577,935.00	6,482,476.00	
	615 - OTHER	210,608.79	219,385.40	253,458.92	304,570.00	329,496.00	
	699 - OTHER	24,212.93	23,885.97	26,940.95	95,850.00	95,850.00	
Total Category: 60 - PERSONNEL SERVICES:		15,446,169.76	14,905,253.18	15,944,790.26	21,801,553.00	21,693,281.00	
Category: 65 - OPERATING COSTS							
	615 - OTHER	31,821.06	44,321.40	49,257.95	35,000.00	59,109.00	
	650 - UTILITIES	1,092,462.81	1,289,709.58	1,330,174.02	1,624,392.00	1,859,036.01	Utilities estimated to exceed budget
	655 - ADMINISTRATIVE	327,383.72	339,405.49	434,078.02	642,892.00	598,909.00	
	660 - FLEET COSTS	348,773.66	333,685.86	408,113.12	415,389.00	571,358.00	Fleet costs estimated to exceed budget
	665 - PROGRAM COSTS	470,129.87	540,264.26	505,123.78	750,250.00	647,115.00	
	670 - REPAIRS AND MAINTENANCE	327,832.77	701,437.87	514,872.01	885,627.00	765,401.00	
	675 - SUPPLIES	265,944.91	195,638.78	446,962.65	998,261.00	816,848.00	
	680 - SPECIAL SERVICES	601,704.68	172,093.69	286,604.58	906,200.00	811,941.00	
	690 - CONTRACTUAL SERVICES	4,392,470.10	4,366,302.41	4,413,483.95	7,813,297.00	7,526,901.00	Contractual services estimated to be below budget
	697 - ADMIN OVERHEAD	(562,500.00)	-	3,498.49	-	-	
	699 - OTHER	1,176,100.45	1,574,389.00	1,885,930.17	1,955,874.00	1,955,874.00	
Total Category: 65 - OPERATING COSTS:		8,472,124.03	9,557,248.34	10,278,098.74	16,027,182.00	15,612,492.00	
Category: 70 - CAPITAL IMPROVEMENTS							
	700 - EQUIPMENT	43,868.55	210,962.35	273,708.24	344,751.00	344,751.00	
	703 - FURNITURE	7,935.95	-	-	-	-	
	705 - VEHICLE	247,863.82	405,047.27	462,684.42	848,626.00	848,626.00	
	710 - STRUCTURE	-	-	125,000.00	-	-	
Total Category: 70 - CAPITAL IMPROVEMENTS:		299,668.32	616,009.62	861,392.66	1,193,377.00	1,193,377.00	
Category: 77 - CONTINGENCY							
	770 - CONTINGENCY	-	-	41,748.55	150,000.00	150,000.00	
Total Category: 77 - CONTINGENCY:		-	-	41,748.55	150,000.00	150,000.00	
Category: 90 - TRANSFERS							
	900 - Transfers	45,194.35	380,454.99	111,272.31	449,166.00	449,166.00	
Total Category: 90 - TRANSFERS:		45,194.35	380,454.99	111,272.31	449,166.00	449,166.00	
Total Expenses		24,263,156.46	25,458,966.13	27,237,302.52	39,621,278.00	39,098,316.00	

Total Fund - 100 General Fund	1,476,324.02	2,082,772.37	7,758,529.17	527,046.00	17,735,675.00
				<u>214,799.00</u>	<u>214,799.00</u>
				741,845.00	17,950,474.00
					\$35.4m
*Used FY23 Proposed Revenues					\$15.18m
					\$20.22m



**Budget Comparison Report
City of Beaumont, CA
Budget to Actual through April 2022**

Item 5.

Beginning Fund Balance

				\$6.4m		
				Parent Budget		
				2021-2022	FY 2022 Estimate	Notes
				V3		
				2019-2020	2020-2021	2021-2022
				YTD Activity	YTD Activity	YTD Activity
				Through Per	Through Per	Through Per
Category: 42 - PERMITS						
	453 - Inspections	-	-	150.00	-	150.00
Total Category: 42 - PERMITS:		-	-	150.00	-	150.00
Category: 50 - FINES AND FORFEITURES						
	557 - Other	1,000.00	1,945.93	1,600.00	5,000.00	5,000.00
Total Category: 50 - FINES AND FORFEITURES:		1,000.00	1,945.93	1,600.00	5,000.00	5,000.00
Category: 53 - COST RECOVERY						
	565 - Other Income	6,236.10	2,823.00	283.28	5,000.00	5,000.00
Total Category: 53 - COST RECOVERY:		6,236.10	2,823.00	283.28	5,000.00	5,000.00
Category: 54 - MISCELLANEOUS REVENUES						
	560 - Investment Earnings	40,158.22	16,638.37	9,395.45	25,000.00	15,000.00
Total Category: 54 - MISCELLANEOUS REVENUES:		40,158.22	16,638.37	9,395.45	25,000.00	15,000.00
Category: 56 - PROPRIETARY REVENUES						
	570 - WasteWater	6,748,770.26	7,074,311.08	7,911,149.32	12,300,500.00	12,104,058.46
Total Category: 56 - PROPRIETARY REVENUES:		6,748,770.26	7,074,311.08	7,911,149.32	12,300,500.00	12,104,058.46 4 of 6 billings
Category: 58 - OTHER FINANCING SOURCES						
	599 - Other	780.00	-	2,160.00	-	2,160.00
Total Category: 58 - OTHER FINANCING SOURCES:		780.00	-	2,160.00	-	2,160.00
Total Revenue		6,796,944.58	7,095,718.38	7,924,738.05	12,335,500.00	12,131,368.46
Category: 60 - PERSONNEL SERVICES						
	600 - SALARIES AND WAGES	922,470.29	942,822.92	1,200,720.85	1,743,067.00	1,603,978.00 21 of 26 pay periods recorded
	610 - BENEFITS	282,486.57	277,580.79	389,741.22	648,237.00	556,663.00
	615 - OTHER	15,071.28	14,547.14	18,216.13	24,103.00	23,680.00
	699 - OTHER	1,265.36	2,875.69	2,334.42	12,300.00	12,300.00
Total Category: 60 - PERSONNEL SERVICES:		1,221,293.50	1,237,826.54	1,611,012.62	2,427,707.00	2,196,621.00
Category: 65 - OPERATING COSTS						
	615 - OTHER	-	-	-	-	-

650 - UTILITIES	598,916.09	639,437.71	629,630.06	767,796.00	881,482.00	Util Item 5. trending to exceed budget
655 - ADMINISTRATIVE	102,223.23	201,486.92	129,820.66	187,475.00	172,183.00	
660 - FLEET COSTS	22,002.02	36,187.91	37,845.14	34,820.00	52,983.00	Fleet costs have exceeded budget
670 - REPAIRS AND MAINTENANCE	43,720.01	30,802.83	56,802.05	96,200.00	75,736.00	
675 - SUPPLIES	159,170.16	342,911.79	364,748.15	553,900.00	510,647.00	
690 - CONTRACTUAL SERVICES	650,178.25	671,598.36	758,633.35	1,318,816.00	1,262,086.00	Contractual services estimated below budget
697 - ADMIN OVERHEAD	487,500.00	-	-	-	-	
699 - OTHER	92,204.62	66,059.42	204,871.48	562,106.00	336,820.00	
Total Category: 65 - OPERATING COSTS:	2,155,914.38	1,988,484.94	2,182,350.89	3,521,113.00	3,291,937.00	
Category: 70 - CAPITAL IMPROVEMENTS						
700 - EQUIPMENT	-	141,171.93	244,549.63	95,000.00	344,550.00	
705 - VEHICLE	-	-	174,837.22	405,582.00	365,291.00	
750 - OTHER	-	-	34,279.47	263,693.00	-	
Total Category: 70 - CAPITAL IMPROVEMENTS:	-	141,171.93	453,666.32	764,275.00	709,841.00	
Category: 90 - TRANSFERS						
900 - Transfers	3,858,375.12	5,530,352.45	3,062,650.90	5,622,405.00	5,622,405.00	All transfers expected to be made
Total Category: 90 - TRANSFERS:	3,858,375.12	5,530,352.45	3,062,650.90	5,622,405.00	5,622,405.00	
Total Expense	7,235,583.00	8,897,835.86	7,309,680.73	12,335,500.00	11,820,804.00	
Total Fund 700 - Wastewater Fund	(438,638.42)	(1,802,117.48)	615,057.32	-	310,564.46	

Estimated Ending Fund Balance **\$6.7m**

*Used FY23 proposed budget

Reserve Policy Requirement 25% Annual Operating Expenses **\$3.2m**

Estimated Ending Available Fund Balance **\$3.5m**

CITY OF BEAUMONT

SALES TAX UPDATE

4Q 2021 (OCTOBER - DECEMBER)



BEAUMONT

TOTAL: \$ 7,639,852

303.5%

4Q2021



27.4%

COUNTY



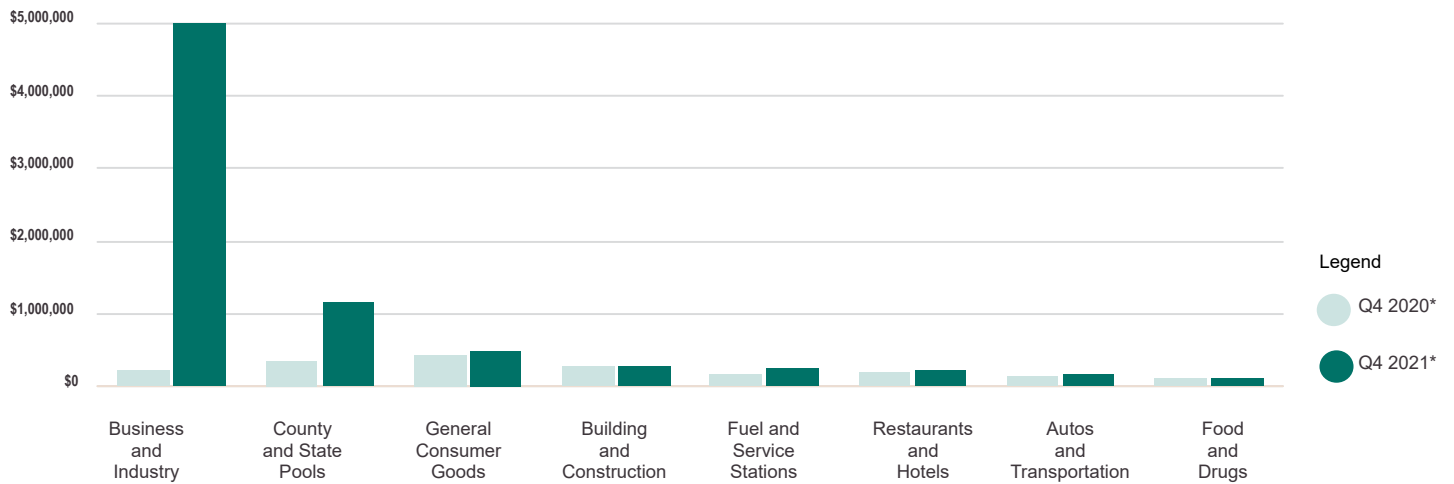
15.6%

STATE



*Allocation aberrations have been adjusted to reflect sales activity

SALES TAX BY MAJOR BUSINESS GROUP



CITY OF BEAUMONT HIGHLIGHTS

Beaumont's receipts from October through December were 360.4% above the fourth sales period in 2020. Excluding reporting aberrations, actual sales were up 303.5%.

The local economy has returned to pre-pandemic levels. The largest sector by far is business-industry, led by a very strong growth in fulfillment centers and light industrial/printers. Since the City's point of sale cash as a percentage of the County's point of sale cash grew by a much bigger percentage on average than other cities in Riverside County, the county pool allocation skyrocketed.

The fuel and service stations sector has seen upward pressure on sales tax being generated, which include consumption and demand for fuel, record prices of regular and diesel at the pumps, strong oil barrel prices, and restricted supply

from the Russian-Ukraine crisis. This has caused a solid boost from service stations.

One of the industries that was hit the hardest in the state during the pandemic was restaurants and hotels, and most business types have now fully recovered. Consumers are continuing to increase their activity in dining, shopping, and traveling. As a result, strong returns were realized from casual and quick-service restaurants. Receipts from electronics/appliance and specialty stores, trailers/RVs, food-drugs, and building materials were also up. Results from contractors were down, which partially offset the overall gain.

Net of aberrations, taxable sales for all of Riverside County grew 27.4% over the comparable time period; the Southern California region was up 17.4%.



TOP 25 PRODUCERS

- | | |
|--------------------------|------------------------|
| 84 Lumber Co | Ross |
| Amazon Com Services | Stater Bros |
| Amazon MFA | Trailer Factory Outlet |
| Arco AM PM | USA Gas |
| Beaumont Gas Mart | Walmart Supercenter |
| Beaumont RV | Wolverine Worldwide |
| Beaumont Service Station | |
| Best Buy | |
| Big Tex Trailers | |
| Carson Trailer | |
| Grove 76 | |
| Home Depot | |
| Icon Health & Fitness | |
| In N Out Burger | |
| Kohls | |
| Mayas Chevron | |
| Oak Valley Chevron | |
| Raising Cane's | |
| Rite Aid | |



STATEWIDE RESULTS

California’s local one cent sales and use tax receipts for sales during the months of October through December were 15% higher than the same quarter one year ago after adjusting for accounting anomalies. A holiday shopping quarter, the most consequential sales period of the year, and the strong result was a boon to local agencies across the State. Consumers spent freely as the economy continued its rebound from the pandemic and as robust labor demand reduced unemployment and drove up wages.

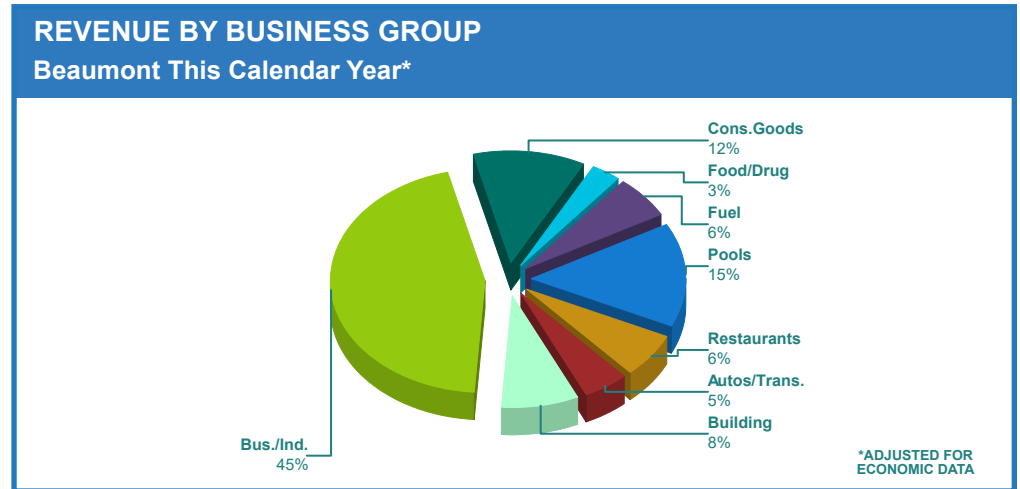
Brick and mortar retailers did exceptionally well as many shoppers returned to physical stores rather than shopping online as the COVID crisis waned. This was especially true for traditional department stores that have long been among the weakest categories in retail. Discount department stores, particularly those selling gas, family and women’s apparel and jewelry merchants also experienced strong sales. Many retailers are now generating revenue that is nearly as much, or even higher, than pre-pandemic levels.

Sales by new and used car dealers were also much higher than a year ago. The inventory shortage has resulted in higher prices that have more than offset the decline in unit volume in terms of revenue generation for most dealerships. Restaurants and hotels were only moderately lower than last quarter, with both periods being the highest in the State’s history. Increased menu prices coupled with robust demand to dine out are largely responsible for these gains. These are impressive results for a sector that does not yet include the positive impact that will occur later this year as international travel steadily increases at major airports. Conference business, an important revenue component for many hotels, is also still in the early stages of recovery.

Building material suppliers and contractors were steady as growing residential and commercial property values boosted demand, particularly in the Southern California, Sacramento and San Joaquin Valley regions. Although anticipated interest rate increases by the Federal Reserve could dampen the short-term outlook for this sector, industry experts believe limited selling activity will inspire increased upgrades and improvements by existing owners. With demand remaining tight and calls for more affordable housing throughout the state, the long-term outlook remains positive.

The fourth quarter, the final sales period of calendar year 2021, exhibited a 20% rebound

in tax receipts compared to calendar year 2020. General consumer goods, restaurants, fuel and auto-transportation industries were the largest contributors to this improvement. However, the future growth rate for statewide sales tax revenue is expected to slow markedly. Retail activity has now moved past the easy year-over-year comparison quarters in 2021 versus the depths of the pandemic bottom the year before. Additional headwinds going into 2022 include surging inflation, a dramatic jump in the global price of crude oil due to Russia’s war in Ukraine and corresponding monetary tightening by the Federal Reserve. This is expected to result in weakening consumer sentiment and continued, but decelerating, sales tax growth into 2023.



TOP NON-CONFIDENTIAL BUSINESS TYPES

Beaumont Business Type	Q4 '21*	Change	County Change	HdL State Change
Service Stations	235.4	50.2% ↑	54.1% ↑	53.8% ↑
Building Materials	229.1	3.1% ↑	8.0% ↑	2.3% ↑
Quick-Service Restaurants	153.4	7.5% ↑	8.3% ↑	12.1% ↑
Trailers/RVs	116.9	14.5% ↑	16.1% ↑	11.2% ↑
Grocery Stores	67.7	-0.1% ↓	2.7% ↑	0.6% ↑
Casual Dining	50.1	59.3% ↑	67.5% ↑	66.4% ↑
Contractors	33.9	-26.5% ↓	3.8% ↑	5.3% ↑
Specialty Stores	28.2	84.7% ↑	22.1% ↑	18.7% ↑
Drug Stores	26.8	2.6% ↑	7.4% ↑	7.9% ↑
Fast-Casual Restaurants	24.2	-5.1% ↓	16.9% ↑	16.6% ↑

*Allocation aberrations have been adjusted to reflect sales activity *In thousands of dollars



Staff Report

TO: City Council
FROM: Kari Mendoza, Administrative Services Director
DATE May 17, 2022
SUBJECT: Authorize Employment Contract with Deputy City Manager

Background and Analysis:

Christina Taylor joined the City in April 2018 as a Senior Planner. She was quickly promoted to Interim Community Development Director and in February 2019 was made the permanent Community Development Director. She holds a Bachelor's degree in Geography and a Masters's degree in Public Administration from California State University San Bernardino and a Master's Degree in Counseling from Southeast Missouri State University. She has 13 years of experience working with government agencies in planning and community development and has been in public service for almost 20 years. The Interim City Manager negotiated the terms of the employment contract, and the City Attorney has reviewed and approved the language in the contract.

Fiscal Impact:

The contract provides for an annual fully loaded fiscal impact of \$237,808. The cost for the remainder of FY 22/23 is approximately \$30,000 to be paid out of the general fund for personnel costs. City staff estimates the cost to prepare this report was \$475.

Recommended Action:

Approve the employment agreement with Deputy City Manager and authorize the Interim City Manager to sign the agreement.

Attachments:

- A. Employment Agreement
- B. Job Description

DEPUTY CITY MANAGER EMPLOYMENT AGREEMENT

This DEPUTY CITY MANAGER EMPLOYMENT AGREEMENT (hereinafter referred to as the “AGREEMENT”) is entered into and made effective the 17th day of May 2022, by and between the CITY OF BEAUMONT, (hereinafter referred to as the “CITY”), and Christina Taylor, an individual (hereinafter referred to as “EMPLOYEE”). For purposes of this AGREEMENT, CITY and EMPLOYEE may be collectively referred to as the “Parties” or individually as a “Party.”

RECITALS

DEPUTY CITY MANAGER

WHEREAS, based on EMPLOYEE’s executive and administrative qualifications and ability, the CITY MANAGER desires to appoint EMPLOYEE to serve as the DEPUTY CITY MANAGER for CITY; and

WHEREAS, EMPLOYEE desires to perform and assume responsibility for the provision of DEPUTY CITY MANAGER services to CITY; and

WHEREAS, EMPLOYEE and CITY acknowledge and agree that this Agreement is not covered by and shall supersede the Memorandum of Understanding between City of Beaumont and Managers as Individuals Effective January 1, 2022 (“Managers Group MOU”); and

WHEREAS, the Parties wish to establish the terms and conditions of EMPLOYEE’s provision of professional services to CITY through this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, CITY and EMPLOYEE hereby agree as follows:

1. POSITION, DUTIES AND TERM.

1.1 Incorporation of Recitals. The above recitals are incorporated herein and made a part of this Agreement.

1.2 Position. EMPLOYEE accepts employment with CITY as its DEPUTY CITY MANAGER and shall perform all functions, duties and services set forth in Section 1.5 (Duties) of this Agreement.

1.3 Effective Date of Agreement/Term. This Agreement is for an unspecified term and is subject to the “At-Will” provision in Section 1.4 and termination provision in Section 4.

1.4 Employment with CITY “At-Will”.

(a) EMPLOYEE’s employment status with CITY shall be at-will and terminable with or without cause, at the CITY’S unilateral discretion. EMPLOYEE shall serve at

the pleasure of the City Manager. EMPLOYEE acknowledges, understands and agrees that EMPLOYEE may not avail himself/herself of any procedures, provisions or protections set forth under CITY's Employment Policies, as defined herein, in so far as such procedures, provisions or protections limit, restrict, modify, prohibit or regulate EMPLOYEE's status as an "at-will" employee of CITY or the ability of the City Manager to terminate EMPLOYEE's employment at any time for cause or for convenience and without cause. For purposes of this Agreement, the capitalized term "Employment Policies" means and refers to any ordinance, resolution, regulation, rule, memorandum of understanding, or other written policy of CITY as the same may be amended, modified or supplemented from time-to-time, and any written employment manual of the CITY which governs, regulates or otherwise relates to employment with CITY. CITY's Employment Policies shall not apply to EMPLOYEE in so far as such Employment Policies limit, restrict, modify or regulate (or may be interpreted to limit, restrict, modify or regulate) EMPLOYEE's status as an "at-will" employee of CITY. EMPLOYEE shall otherwise comply will all Employment Policies established by the CITY.

(b) Except as otherwise provided under Section 4 (Termination) of this Agreement, EMPLOYEE shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Manager to terminate EMPLOYEE's employment whether for cause or for convenience and without cause. EMPLOYEE shall also not be entitled to any post-termination appeal proceedings.

(c) Nothing in this Agreement shall confer upon EMPLOYEE any right to any property interest in continued employment with CITY.

1.5 Duties. EMPLOYEE shall serve as the DEPUTY CITY MANAGER and shall be vested with the powers, duties and responsibilities of the DEPUTY CITY MANAGER as set forth in the Beaumont Municipal Code, as the same may be amended or modified from time-to-time by the City Council, the California Code, and CITY's policies and procedures approved by the City Council, as may be provided from time to time. EMPLOYEE's performance of EMPLOYEE's duties shall be subject to the direction of the City Manager. It is the intent of the Parties that the DEPUTY CITY MANAGER keeps the City Manager fully informed of all significant operations or major undertakings of the Community Development Department ("Department"). EMPLOYEE shall provide the City Manager with regular status reports on the operations and activities of EMPLOYEE'S Department. EMPLOYEE shall perform such duties as are customary and appropriate to the position of DEPUTY CITY MANAGER as well as such special duties as may be assigned to DEPUTY CITY MANAGER from time to time by the City Manager. Notwithstanding EMPLOYEE's duties as DEPUTY CITY MANAGER, nothing in this Agreement shall be construed to prohibit direct communications between the City Manager and employees within EMPLOYEE'S Department. EMPLOYEE shall attend all City Council meetings, unless excused or directed otherwise by the City Manager.

1.6 Work Hours. The position of DEPUTY CITY MANAGER is an exempt position under state and federal wage and hour laws. EMPLOYEE's compensation (whether salary or benefits or other allowances) is not based on hours worked. EMPLOYEE shall not be entitled to any compensation for overtime, missed meal or rest periods, reporting time, or any other wage and hour benefits conferred upon non-exempt employees under state or federal wage and hour laws,

including regulations propounded in applicable Industrial Welfare Orders. EMPLOYEE is expected to engage in those hours of work that are necessary to fulfill the obligations of the DEPUTY CITY MANAGER's position. The DEPUTY CITY MANAGER does not have set hours of work as the DEPUTY CITY MANAGER is expected to be available at all reasonable and relevant times.

1.7 Regional and Professional Activities. CITY desires that EMPLOYEE be reasonably active in professional organizations that will promote the standing of CITY and advance CITY's goals, interests and policy objectives while also providing EMPLOYEE with opportunities for the type of professional development that will enhance EMPLOYEE'S ability to serve CITY and perform EMPLOYEE'S duties as DEPUTY CITY MANAGER. Toward this end, EMPLOYEE may, upon reasonable notice and approval by the City Manager, join professional organizations and participate in the activities of such organizations in so far as such participation promotes the interests of CITY and does not unduly interfere with the performance of EMPLOYEE's duties as DEPUTY CITY MANAGER. CITY agrees to budget and, consistent with that budget, pay for the dues, conference and travel fees, and subscriptions of the DEPUTY CITY MANAGER necessary for EMPLOYEE'S participation in national, statewide, regional or professional organizations.

1.8 Non-CITY Activities. In accordance with Government Code Section 1126, during the period of EMPLOYEE'S employment, EMPLOYEE shall not accept, without the express prior written consent of the City Manager, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.7 (Regional and Professional Activity), whether or not for pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict of interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of EMPLOYEE's duties as DEPUTY CITY MANAGER.

1.9 Restriction on Outside Business Activities. During his employment, EMPLOYEE shall devote his full business time, energy, and ability exclusively to the business and interests of CITY, and shall not, without prior written consent of City Manager, render services to others of any kind for compensation, or engage in other business activity that would materially interfere with the performance of EMPLOYEE'S duties under this Agreement, except that:

(a) The expenditure of reasonable amounts of time, not in conflict with the CITY'S needs and interests, for educational, charitable, community, and professional enhancement activities, shall not be deemed a breach of this Section 1.9 and shall not require prior consent; and

(b) This Agreement shall not be interpreted to prohibit EMPLOYEE from making passive, personal investments or conducting private affairs in those activities that do not materially interfere with the EMPLOYEE'S duties under this Agreement or create or result in conflicts of interests with CITY.

2. COMPENSATION AND BENEFITS AND REIMBURSEMENTS.

2.1 Base Salary. Commencing on May 17, 2022, EMPLOYEE shall receive a base annual salary of One Hundred Seventy One Thousand Seventeen Dollars and Sixty Four Cents. (\$171,017.61) per year, (hereinafter, the “Base Salary”). The Parties understand and agree that the amount of the Base Salary, as preliminarily established for the year 2022, may be adjusted from time-to-time by the CITY MANAGER following a performance evaluation, as provided for in Section 2.2 (below). In no event shall EMPLOYEE’s base salary adjust automatically pursuant to any mechanism, and in no event shall EMPLOYEE’s base salary exceed the maximum amount approved by the City Council, including in the CITY’s Salary Chart or any other salary table or other document that may be adopted by the City Council in the future. The Base Salary shall be payable in bi-weekly installments at the same time and in the same manner as other management employees of CITY. EMPLOYEE’s salary shall be subject to customary withholding for taxes and other required deductions.

2.2 Performance Review. Annually on or before the anniversary date of execution of this Agreement, the City Manager will undertake a job performance review of EMPLOYEE. In connection with such performance review, the City Manager may consider any adjustments in EMPLOYEE’s compensation consistent with the CITY’s Salary Chart. The failure of CITY to undertake a performance evaluation shall not limit CITY’s ability to terminate this Agreement pursuant to Section 4 (Termination).

2.3 Benefits. In addition to Base Salary, CITY shall also provide EMPLOYEE with the following benefits:

(a) Cafeteria Plan, Dependent Care Flexible Spending Account, Life and Short Term Disability Insurance, Vacation Accrual, Sick Leave, Public Employees Retirement System (PERS) Eligibility, and Reimbursements. EMPLOYEE shall be provided with these benefits to the same extent as those benefits are provided to the members of the Non-represented Managers Group, whether as described in the Managers Group MOU referred to in the Recitals or in the City’s Employment Policies, whichever is applicable, as those documents may be modified or amended from time to time.

2.4 Vehicle Allowance. EMPLOYEE shall be provided, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of three hundred fifty dollars (\$350.00) a month, as a vehicle allowance to be used to purchase, lease or own, operate and maintain a vehicle. EMPLOYEE shall be responsible for paying for liability, property damage and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair and regular replacement of said vehicle

2.5 Jury Duty. EMPLOYEE will receive Base Salary and benefits while responding to a jury summons or serving on a jury. Any compensation for such jury duty (except travel pay) shall be remitted to CITY.

2.6 Business Related Equipment. CITY shall also provide EMPLOYEE a smart phone and personal computer (at work) for use in connection with CITY business. CITY shall be responsible for maintenance of said items.

2.7 Participation in Additional CITY Programs. EMPLOYEE shall be eligible to participate in any other CITY programs/employment benefits to the extent they are offered to non-represented CITY management employees, including but not limited to, the bilingual program or deferred compensation plan.

2.8 Administrative/Personal Leave. EMPLOYEE shall be allocated a maximum of forty (40) hours of administrative/personal leave on July 1st of each CITY fiscal year. The maximum amount of administrative/personal leave that EMPLOYEE may accrue at any given time may not exceed eighty (80) hours total. EMPLOYEE may request payment of up to forty (40) hours banked administrative leave pay, to be paid by separate check, per calendar year. Requests for payment of banked administrative leave pay should be submitted in accordance with the procedure stated in the Managers Group MOU.

3. ILLNESS OR INJURY; DISABILITY AND DEATH.

3.1 Cessation of Work Due to Injury or Disability. In addition to any right of termination set forth under Section 1.3 (Employment With CITY “At-Will”), above, CITY also reserves the right to terminate EMPLOYEE’s employment along with this Agreement if EMPLOYEE ceases to work as a result of injury or disability which results in Employee being unable to perform the essential duties of the DEPUTY CITY MANAGER position, with or without accommodation, for a period of six (6) consecutive months or more, as documented by a healthcare provider. The foregoing notwithstanding, CITY may terminate EMPLOYEE if, in the CITY’S unilateral discretion, the disability poses a direct threat to the safety of CITY, EMPLOYEE or any other employees working for CITY and any reasonable accommodation attempted by CITY would not mitigate or eliminate such a threat. CITY will not provide a severance payment if EMPLOYEE is terminated under this Section of this Agreement.

3.2 Compensation for Work-Related Illness or Injury. In the event EMPLOYEE suffers a physical or mental illness or disability arising out of the course of employment, EMPLOYEE’S exclusive remedy or remedies against CITY for such illness, injury or disability shall be those legally allowed under the workers’ compensation laws of the State of California. The Parties further agree that the California Workers Compensation Appeals Board shall be the exclusive venue for any claim of physical or mental illness or disability arising out of the course of EMPLOYEE’S employment with the CITY.

3.3 Medical Examination. EMPLOYEE agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by CITY, in the event the CITY determines a medical and/or psychological examination is needed to make a decision under Sections 3.1 through 3.2. CITY and EMPLOYEE shall receive a copy of all medical reports related to the examination.

3.4 Death of Employee. This Agreement along with EMPLOYEE’S employment shall terminate automatically upon EMPLOYEE’S death.

3.5 Compensation Upon Termination. Except as otherwise provided under this Agreement, if EMPLOYEE's employment is terminated pursuant to this Section 3 (Illness or Injury; Disability and Death), CITY shall pay EMPLOYEE all Base Salary, benefits, and compensation due and owing EMPLOYEE through the last day actually worked. If termination is caused by EMPLOYEE's death, CITY shall provide the compensation and benefits otherwise due EMPLOYEE to EMPLOYEE's executor, administrator, heirs, personal representatives, successors, and assigns. CITY will not provide for severance pay if EMPLOYEE is terminated under the provisions of Section 3.1 through 3.5, above.

4. TERMINATION.

4.1 Termination by CITY for Convenience and Without Cause. EMPLOYEE is appointed and serves at the pleasure of the CITY as an at will employee. The CITY may terminate EMPLOYEE at any time for convenience and without cause. In the event EMPLOYEE is terminated without cause, at or during such time that EMPLOYEE is willing and able to perform his duties under this AGREEMENT, then in that event, CITY agrees to pay EMPLOYEE a severance equal to six months base salary, less any and all applicable or legally required deductions, provided EMPLOYEE has executed a full and final release of any and all actual or potential claims (including Civil Code Section 1542 release) that EMPLOYEE has or could have against CITY, its officials, employees and agents. Notwithstanding anything herein to the contrary, the maximum severance EMPLOYEE may receive under this AGREEMENT shall not exceed the limitations provided for in Government Code Section 53260-53264 or other applicable law.

4.2 Termination by Employee. EMPLOYEE may terminate EMPLOYEE'S employment for any reason, and at any time, with or without cause, by providing CITY with written notice. EMPLOYEE shall not receive a "severance payment" in the event EMPLOYEE terminates his/her employment with CITY pursuant to this Section 4.2.

4.3 Termination for Cause by CITY. CITY may immediately terminate EMPLOYEE'S employment with CITY and this Agreement at any time by providing EMPLOYEE written notice of EMPLOYEE'S termination for cause and the reason(s) for the termination, and an opportunity for a discussion with the City Manager or the City Manager's designee. In the event the City Manager and EMPLOYEE are unable to resolve any disagreement regarding the cause for EMPLOYEE'S termination, the Parties agree to binding arbitration as provided in Section 6. No "severance payment" shall be paid in the event EMPLOYEE'S employment is terminated for cause, except that CITY shall pay EMPLOYEE for EMPLOYEE'S accrued and unused vacation, sick and administrative leave, as provided for in this Agreement. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) breach of this AGREEMENT, 2) willful or persistent breach of duties, 3) resume fraud or other acts of material dishonesty, 4) unauthorized absence or leave not otherwise supported by valid documentation from a healthcare provider, 5) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), conviction of a misdemeanor DUI, or conviction of a felony under California law (the CITY may, in its discretion, place EMPLOYEE on paid or unpaid

administrative leave until resolution of charges brought against EMPLOYEE), 6) violation of the CITY’s anti-harassment policies and/or a finding that EMPLOYEE engaged in legally prohibited personal acts of harassment, discrimination, and/or retaliation against a CITY official, CITY employee, or any individual protected by state or federal laws prohibiting harassment, discrimination, and/or retaliation, 7) violation of the CITY’s Municipal Code, ordinances, rules or regulations, including but not limited to the CITY’s Rules and Regulations and Administrative Policies, 8) use or possession of illegal drugs, 9) engaging in conduct tending to bring embarrassment or disrepute to the CITY, 10) any illegal or unethical act involving personal gain, 11) pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Council or City Manager, and 12) gross misfeasance or gross malfeasance. If the CITY terminates for cause this AGREEMENT and the services of EMPLOYEE hereunder, EMPLOYEE shall not be entitled to assume any further position or employment with the CITY.

4.4 Termination Obligation. EMPLOYEE agrees that all property, including without limitation, all equipment, tangible, Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by EMPLOYEE incident to EMPLOYEE’S employment are the property of CITY and shall be returned promptly to CITY upon termination of EMPLOYEE’S employment. EMPLOYEE’S obligations under this subsection shall survive the termination of EMPLOYEE’S employment and the expiration or early termination of this Agreement.

4.5 Benefits Upon Termination. All benefits to which EMPLOYEE is entitled under this Agreement shall cease upon EMPLOYEE’S termination in accordance with this Section 4 (Termination), unless expressly continued under this Agreement, under any specific written policy or benefit plan applicable to EMPLOYEE, under any other agreement for the continued provision of benefits, or unless otherwise required by law.

5. CONFLICT OF INTEREST.

5.1 EMPLOYEE shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Manager and City Council. EMPLOYEE shall also be subject to the conflict of interest provisions of the Government Code of the State of California, the CITY’S Municipal Code, and any other conflict of interest regulations applicable to EMPLOYEE’S employment with CITY. For and during the Term of this Agreement and any extension term, EMPLOYEE further agrees that except for a personal residence or residential property acquired or held for future use as EMPLOYEE’S personal residence, EMPLOYEE will not invest in any other real estate or property improvements within the corporate limits of CITY without the prior consent of the City Manager and City Council.

6. ARBITRATION OF DISPUTES.

Any claim, dispute, or controversy which would otherwise require or allow resort to any court or other governmental dispute resolution forum between EMPLOYEE and CITY arising from, related to, or having any relationship or connection whatsoever with Employees employment or the terms of this Agreement, whether based on tort, contract, statutory, or equitable law, or otherwise, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq.), including section 1283.05 and all of the Acts other mandatory and permissive rights to discovery); provided, however, that: in addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. If for any reason the Parties cannot agree to an arbitrator, either Party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral arbitrator. The court shall then appoint an arbitrator, who shall act under this agreement with the same force and effect as if the Parties had selected the arbitrator by mutual agreement. The arbitrator shall then prescribe the rules and procedures for the arbitration process in accordance with laws that are applicable to the claim being raised. EMPLOYEE understands that by agreeing to this binding arbitration provision, both CITY and EMPLOYEE give up their right to a trial by jury.

7. GENERAL PROVISIONS.

7.1 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below or at the last known address maintained in EMPLOYEE personnel file. EMPLOYEE agrees to notify CITY in writing of any change in EMPLOYEE’S address during EMPLOYEE’S employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY’s Notice Address:

City of Beaumont
550 East Sixth Street
Beaumont, CA 92223

DEPUTY CITY MANAGER’s Notice Address:

Christina Taylor

(Last listed address in employee’s personnel file)

7.2 Bonding. CITY shall bear the full cost of any fidelity or other bonds required of the DEPUTY CITY MANAGER to perform his duties under any laws or ordinance.

7.3 Entire Agreement. This Agreement is intended to be the final, complete, and exclusive statement of the terms of EMPLOYEE's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of EMPLOYEE, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to EMPLOYEE and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. However, as noted in Section 2.7 above, EMPLOYEE shall be eligible to participate in any other CITY programs/employment benefits to the extent they are offered to non-represented CITY employees.

7.4 Amendments. Except as otherwise provided herein, this Agreement may not be amended except in a written document signed by EMPLOYEE, approved by the City Manager and signed by the City Attorney.

7.5 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.6 Assignment. EMPLOYEE shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to EMPLOYEE, assign its rights and obligations hereunder.

7.7 Severability. If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7.8 Governing Law. This Agreement is entered into and is to be performed in Riverside County, California and shall be governed by and construed in accordance with the controlling laws of the State of California or federal law, whichever is applicable, and the Parties agree that venue shall be in Riverside County, California.

7.9 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

7.10 Statutory Obligations

a. Abuse of Office or Position. Pursuant to California Government Code Sections 53243, 53243.1 and 53243.2, which became effective on January 1, 2012, if EMPLOYEE is convicted of a crime involving an abuse of EMPLOYEE'S office or position, all of the following shall apply: (1) if EMPLOYEE is provided with an administrative leave pay pending an investigation, EMPLOYEE shall be required to fully reimburse such amounts paid by CITY; (2) if CITY pays for the criminal legal defense of EMPLOYEE (which would be in its sole discretion,

as CITY is generally not obligated to pay for a criminal defense), EMPLOYEE shall be required to fully reimburse such amounts paid by CITY; and (3) if this Agreement is terminated, any cash settlement related to the termination of EMPLOYEE by CITY, said amount shall be fully reimbursed to CITY or shall be void if not yet paid to EMPLOYEE. For this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under the color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the California Penal Code.

b. Maximum Cash Settlement Upon Termination of Agreement. Pursuant to California Government Code Sections 53260 and 53261, regardless of the term of this Agreement, if the Agreement is terminated and a dispute arises regarding the termination, the maximum cash settlement that EMPLOYEE may receive shall be equal to the monthly salary of EMPLOYEE multiplied by eighteen and shall not include any other noncash items except health benefits, which may be continued for the same duration of time (18 months) or until employee finds other employment, whichever occurs first.

7.11 Incorporation of Recitals. The Parties repeat and incorporate the recitals set forth above as if fully set forth herein.

7.12 Acknowledgment. EMPLOYEE acknowledges that EMPLOYEE has had the opportunity to consult legal counsel in regard to this Agreement, that EMPLOYEE has read and understands this Agreement, that EMPLOYEE is fully aware of its legal effect, and that EMPLOYEE has entered into it freely and voluntarily and based on EMPLOYEE'S own judgment and not on any representations or promises other than those contained in this Agreement.

“CITY”

“EMPLOYEE”

CITY OF BEAUMONT

Christina Taylor

By: _____
Elizabeth Gibbs, Interim City Manager

ATTEST:

By: _____
Steve Mehlman, City Clerk

DEPUTY CITY MANAGER EMPLOYMENT AGREEMENT

Exhibit “A”

Job Description



CITY OF BEAUMONT

DEPUTY CITY MANAGER

*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 the direction of the City Manager, plans, directs, manages, and oversees the programs, services, budgeting, and staffing of the Planning, Building, Fire Safety, Code Enforcement, Economic Development Departments and Legislative Affairs, leads interdepartmental projects and initiatives in these areas on behalf of the City Manager's Office; may act as City Manager during absences; performs 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. Assists the City Manager and the City Council in establishing the City's short and long-range goals, and anticipates and resolves organizational issues, concerns, and opportunities.
2. Provides strategic advice to the City Manager, department heads, and other City management staff in accomplishing the City's goals, and in addressing a wide variety of complex daily operational challenges.
3. Provides direction and oversight to interdisciplinary project teams comprised of designated City staff, consultants, and other parties.
4. Analyzes contracts, reports, bids, and similar items; directs high profile community studies, regional programs, and surveys; develops and presents recommendations for the City Manager's Office on a wide variety of subjects.
5. Oversees services provided by the Planning, Building Department, Fire Safety, Code Enforcement and Economic Development including General Plan compliance, regional planning, environmental planning, and related programs, as well as building and safety code inspection and plan checking and State mandated programs.
6. Prepares, critiques, and delivers presentations to the City Council and City Manager, on behalf of staff and other agencies and firms.
7. Participates as member of City's executive management team and engages in decision-making involving policy options, programs, and use of City resources.
8. Represents the City in relations with the community, advisory committees, local, state, and federal agencies, and professional organizations; acts as liaison for departments working with

local and state agencies on administrative matters.

9. Organizes and leads projects on behalf of the City Manager's Office; drafts and presents reports and recommendations; coordinates communications requiring interaction with City departments.
10. In the absence of the City Manager, may assume direct line authority over the departments and activities of the City and attend City Council meetings.

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:

- Advanced principles and practices of public administration, including the organization, functions, and problems of municipal government.
- Operations, services, and activities of a municipality.
- Government, council, and legislative processes.
- Principles and practices of municipal budget, preparation, and administration.
- Current social, political, and economic trends and operating problems of municipal government.
- Principles and practices of program development and administration.
- Advanced principles and practices of organization, management, and supervision.
- Principles and practices of strategic planning.
- Methods of analyzing, evaluating, and modifying administrative procedures.
- Decision making techniques.
- Pertinent federal, state, and local laws, codes, and regulations.
- Principles of effective public relations and interrelationships with community groups and agencies, private businesses and firms, and other levels of government.
- Methods and techniques of research, statistical analysis, and report presentations.

Ability to:

- Serve effectively as the administrative agent of the City Council.
- Provide effective leadership and coordinate the activities of assigned municipal organization.
- Develop and administer City-wide goals, objectives, and procedures.
- Analyze and define problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Identify and respond to sensitive community, organizational, and City Council issues, concerns, and needs.
- Research, analyze and evaluate new service delivery methods and techniques.
- Plan, organize, direct, and coordinate the work of staff.
- Select, supervise, train, and evaluate staff.
- Prepare clear and concise administrative and financial reports.
- Prepare and administer large and complex budgets.
- Interpret and apply federal, state and local policies, laws and regulations.
- Negotiate and resolve complex issues.
- Make effective public presentations.
- Delegate authority and responsibility.
- 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, planning, or a related field. A Master's degree in a related field is desirable.

Experience:

Ten years of progressively responsible administrative or staff experience in municipal government with at least four years of experience in a high level administrative or executive capacity involving responsibility for planning, organizing, directing, and financing a varied work program.

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 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 Deputy City Manager, 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 May 17, 2022
SUBJECT: FY2022 Budget Amendment No. 4

Background and Analysis:

During the fiscal year, City staff prepares amendments to the budget as needed. This report requests adjustments to the General Fund budget, Internal Service Fund budget and Other Special Revenue Funds.

General Fund

Revenue

On June 1, 2021, City Council reviewed the City-Wide Budget and approved the expenditures authority for operations. The FY 2021-22 General Fund Revenues for Sales and Use Tax was approved at \$6,741,000. On January 18, 2022, Council approved a budget increase of \$475,912. Through April 2022, Sales and Use Tax Revenue received was \$12,203,002.33. The City has received 8 months of sales tax revenue and it has exceeded the budget forecast. City staff believes the increase provided will allow to leave the budget balanced with revenues equaling expenditures.

The City utilizes a third party to assist in the recovery of costs from damage claims against the parties legally responsible. These dollars are used to offset the costs which are outlined in the expenses of the HR/Risk category.

Revenue	Increase/(Decrease)	Fund
Sales and Use Tax	\$ 835,273	General Fund
Cost Recovery – Claims	\$ 35,000	General Fund

Currently, the budget provides revenues exceeding expenditures by \$741,845. This budget amendment will use the remaining revenues along with the Sales Tax and claims revenue to leave the budget balanced with revenues equaling expenditures.

Expense

During department budget meetings, certain budget amendment needs were identified. The proposed adjustments include identified needs but also address department budgets that needs adjustment due to inflation of costs. Each item is outlined in the amendment provided as Attachment A.

Department	Increase/(Decrease)	Description
HR/Risk	\$ 60,000	Recruitment and hiring and claims costs
City Clerk	\$ 9,200	Citywide Legal Advertising
Public Works	\$ 150,000	GIS site license, hosting solution, consulting
Streets Maintenance	\$ 150,000	Bucket truck replacement
Building Maintenance	\$ 215,919	Utilities, thermostat replacement, special department supplies, generator maint, ice maker, PD perimeter improvements
Fire	\$ 69,940	Extrication Equipment and other various needs
Admin	\$ 50,000	GAAP Analysis
Parks and Grounds	\$ 480,000	Backhoe and sports park seeding and irrigation, and playground equipment
Police	\$ 113,500	CBAT/HLO truck and Software Update
TOTAL	\$1,298,559.00	

MOU Negotiations

On January 4, 2022, City Council agreed to negotiated labor terms with the Beaumont Police Officers Association and the Manager/Professional/Technical Unit. As a result, salaries and wages have increased.

Expense	Increase/(Decrease)	Fund
Salaries and Wages	\$313,559	General Fund

Self-Insurance Fund: Settlement Agreements

On April 5, 2022, City Council agreed to a settlement regarding pending litigation, Christian Lee vs. City of Beaumont, Case No. RIC2003005. On April 19, 2022, City Council also agreed to a settlement agreement for Public Employee Discipline/Dismissal/Release Pursuant to Government Code Section 54957. These costs are captured in the self-insurance fund and are outlined in Attachment A.

Expense	Increase/(Decrease)	Fund
Settlements	\$728,468	Self-Insurance Fund

Internal Service Fund

There have been additional vehicles identified as having high mileage and/or high maintenance costs. Due to the supply chain issues and the amount of time to receive vehicles, City staff recommends the pre-approval of vehicle budget funds, allowing the opportunity to order vehicles as they become available.

Expense	Increase/(Decrease)	Fund
PD Replacement Vehicles	\$ 203,441	Internal Service Fund

Special Revenue Fund

The City collects small grants and donations and are tracked in a special revenue fund. Expenditures from these funds include cubicles and other expenses for the PD Annex (Officer assigned to Homeless) paid for by the Homeless grant and the purchase of an imaging laser scanner from the JAG grant.

Expense	Increase/(Decrease)	Fund
Imaging Scanner	\$10,539	Special Revenue
Cubicles	\$12,405	Special Revenue

Grants Fund

The City received the Selective Traffic Enforcement Program (STEP) grant to provide funds to assist with driving and bike safety. These dollars are used for the purchase of bike helmets and PD overtime and travel. The funds are transferred from the grants fund to the general fund to support the expenditures.

Expense	Increase/(Decrease)	Fund
PD Overtime	\$45,552	General Fund
PD Travel	\$4,008	General Fund
Bicycle Helmets	\$440	Grants Fund

The City received a Southwest Border Rural Law Enforcement Assistance subaward in FY2021, however, the expenditures and revenue received were in the current fiscal year. The budget amendment provides for the spending authority in the current fiscal year budget of \$26,800.

Treasury's Coronavirus State and Local Fiscal Recovery Funds

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. Section 9901 of ARPA amended Title VI of the Social Security Act (the Act) to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus State and Local Fiscal Recovery Fund (SLFRF). The Fiscal Recovery Funds are intended to provide support to State, local, and Tribal government in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses.

The Coronavirus Local Fiscal Recovery Fund provides funding for metropolitan cities, non-entitlement units of local government, and counties. The City of Beaumont was allocated \$7,306,318.00 of funds as a metropolitan city, which allocated funds based on populations greater than 50,000. The funds are received in two tranches and the City of Beaumont received its first tranche on June 7, 2021, in the amount of \$3,653,159. The

second tranche of \$3,653,159 is expected to be received 365 days later from receiving the first tranche which would be sometime in June 2022.

To date, the funds have been allocated to support the following:

Description	Amount
Premium Pay	\$1,859,975.34
Mesa Lift Station – Wet Well Capacity Design FY 21/22 (CIP)	\$400,000
FY22/23 (CIP) – Mesa Lift Station Construction	\$2,400,000

The remaining balance of unallocated SLFRF funds is \$2,646,342.66. Staff recommends using these funds to purchase a new fire truck in the amount of \$1.4 million for the Potrero Fire Station. The estimated order time for this truck is two years, therefore, the City would need to order now to receive the truck prior to the station opening. Staff also recommends using \$1.2 million of these funds for needed City Hall renovations.

Expense	Increase/(Decrease)	Fund
Fire truck	\$1,400,000	Grants Fund
City Hall Renovation	\$1,200,000	Capital Projects Fund

Fiscal Impact:

The fiscal impact of this report is increasing the general fund revenue by \$866,073 and increasing the spending authority of the General Fund by \$1,607,918, Increasing the Self-Insurance Fund spending authority by \$728,468, Increasing the Internal Service Fund spending authority by \$203,441, Increasing the Special Revenue Fund revenue by \$10,254 and the spending authority by \$22,944, Increasing the Grants Fund revenues by \$3,729,959 and increasing the spending authority by \$4,918,128, Increasing the General Fund revenue by \$50,000 for grants and the Project Fund revenue by \$1.200,000.

Recommended Action:

Approve the budget adjustments as outlined in Attachment A.

Attachments:

- A. Budget Adjustment Form by Department



City of Beaumont
Budget Adjustment Form
FY 2021/2022

DATE: 5/17/2022
 DEPARTMENT NAME: Various
 PREPARED BY: Tara Astran
 APPROVED BY: _____

ACCOUNT NUMBER	DEPARTMENT	ACCOUNT DESCRIPTION	Revenue = +	Revenue = +	NEW BUDGET AMT	Explanations / Justification
			Expense = -	Expense = -		
			CURRENT BUDGET	ADJUSTED BUDGET		
100-0000-4050-0000	General Fund Revenue	Sales and Use Tax	7,216,912.00	835,273.00	8,052,185.00	higher than anticipated sales tax revenue
100-0000-4693-000C	General Fund Revenue	Cost Recovery - Claims	-	35,000.00	35,000.00	
100-1150-7020-0000	City Clerk	Advertising	(4,400.00)	(9,200.00)	(13,600.00)	citywide advertising costs were moved to the City Clerk budget and expenses were estimated too low
100-1200-7068-0000	Administration	Contractual Services	(882,956.00)	(50,000.00)	(932,956.00)	GAP Analysis- examination and assessment of current performance for identifying between current stat and where you'd like to be.
100-1240-6050-0000	HR/Risk	Recruitment and Hiring	(35,000.00)	(25,000.00)	(60,000.00)	Recruitment costs for new CM
100-1240-7081-0000	HR/Risk	Claims Costs	(5,000.00)	(35,000.00)	(40,000.00)	
100-2050-8060-0000	Police	Vehicle	(80,400.00)	(108,500.00)	(188,900.00)	CBAT Vehicles
100-2050-7071-0000	Police	Software	-	(5,000.00)	(5,000.00)	GIS Software Update
100-2100-8040-0000	Fire	Equipment	-	(42,000.00)	(42,000.00)	Auto extrication equipment for Fire Squad
100-2100-7070-0000	Fire	Special Dept Supplies	-	(14,340.00)	(14,340.00)	Various Equipment for Fire Squad and Fire Engine
100-2100-7070-0000	Fire	Special Dept Supplies	-	(13,600.00)	(13,600.00)	Equipment for Fire Explorers
100-3100-7071-0000	Public Works	Software	-	(50,000.00)	(50,000.00)	GIS - Site license for the City (3 yrs)
100-3100-7071-0000	Public Works	Software	-	(50,000.00)	(50,000.00)	GIS - hosting solution remotely
100-3100-7071-0000	Public Works	Software	-	(50,000.00)	(50,000.00)	GIS - consulting to roll out the Apps
100-3250-8060-0000	Street Maintenance	Vehicle	(128,332.00)	(150,000.00)	(278,332.00)	Bucket Truck Replacement
100-6000-7010-0000	Building Maintenance	Utilities	(179,000.00)	(30,000.00)	(209,000.00)	Increased Utility Costs
100-6000-7068-0000	Building Maintenance	Contractual Services	(189,000.00)	(30,000.00)	(219,000.00)	Thermostat Replacement (not in budget)

ACCOUNT NUMBER	DEPARTMENT	ACCOUNT DESCRIPTION	CURRENT BUDGET	ADJUSTED BUDGET	NEW BUDGET AMT	Explanations / Justification
100-6000-7070-0000	Building Maintenance	Special Dept Supplies	(5,315.00)	(10,000.00)	(15,315.00)	Line item overbudget - misc various
100-6000-7090-6025	Building Maintenance	Equipment Supplies/Maint City Hall	-	(10,405.00)	(10,405.00)	Generator Maintenance (not in budget)
100-6000-8040-0000	Building Maintenance	Equipment	-	(5,514.00)	(5,514.00)	Ice maker purchased and not in budget
100-6000-8014-0000	Building Maintenance	Building Improvement	-	(130,000.00)	(130,000.00)	PD Facility Perimeter wrought iron fence and cameras
100-6050-8060-0000	Parks and Grounds Maint	Vehicle	(175,000.00)	(180,000.00)	(355,000.00)	Back Hoe
100-6050-7070-5400	Parks and Grounds Maint	Special Dept Supplies	-	(142,555.00)	(142,555.00)	Seeding and Irrigation - Sports Park
100-6050-8040-0000	Parks and Grounds Maint	Equipment	(84,522.00)	(157,445.00)	(241,967.00)	Playground Equipment
100-2050-6010-0000	Police Department	Salaries	(5,610,338.00)	(115,702.00)	(5,726,040.00)	MOU negotiations (POA)
100-2090-6010-0000	Police Support	Salaries	(1,118,756.00)	(28,926.00)	(1,147,682.00)	MOU negotiations (POA)
100-2050-6010-0000	Police Department	Salaries	(5,610,338.00)	(37,973.00)	(5,648,311.00)	MOU negotiations (Police Managers)
100-1200-6010-0000	Administration	Salaries	(976,235.00)	(11,134.00)	(987,369.00)	MOU negotiations (Managers Professional Technical)
100-1225-6010-0000	Finance	Salaries	(697,040.00)	(13,839.00)	(710,879.00)	MOU negotiations (Managers Professional Technical)
100-1230-6010-0000	IT	Salaries	(361,525.00)	(18,055.00)	(379,580.00)	MOU negotiations (Managers Professional Technical)
100-1240-6010-0000	HR/Risk	Salaries	(352,515.00)	(19,264.00)	(371,779.00)	MOU negotiations (Managers Professional Technical)
100-1350-6010-0000	Community Development	Salaries	(281,439.00)	(21,264.00)	(302,703.00)	MOU negotiations (Managers Professional Technical)
100-1550-6010-0000	Community Services	Salaries	(355,060.00)	(11,766.00)	(366,826.00)	MOU negotiations (Managers Professional Technical)
100-3100-6010-0000	Public Works	Salaries	(755,272.00)	(18,772.00)	(774,044.00)	MOU negotiations (Managers Professional Technical)
100-3250-6010-0000	Streets	Salaries	(479,124.00)	(6,655.00)	(485,779.00)	MOU negotiations (Managers Professional Technical)
100-6050-6010-0000	Parks and Grounds Maint	Salaries	(1,295,495.00)	(10,209.00)	(1,305,704.00)	MOU negotiations (Managers Professional Technical)

ACCOUNT NUMBER	DEPARTMENT	ACCOUNT DESCRIPTION	CURRENT BUDGET	ADJUSTED BUDGET	NEW BUDGET AMT	Explanations / Justification
				\$ (741,845.00)	\$ (13,186,995.00)	
120-9663-7500-0000	Self Insurance Fund	Settlements	-	(378,082.00)	(378,082.00)	Settlement Agreement for Public Employee Dismissal
120-9663-7500-0000	Self Insurance Fund	Settlements	-	(350,386.00)	(350,386.00)	Settlement Agreement with Christian Lee; Case No. RIC2003005
				\$ (728,468.00)	\$ (728,468.00)	
600-5050-8060-0000	Internal Service Fund	Vehicle Replacement Expense	(898,217.00)	(203,441.00)	(1,101,658.00)	Police Dept Replacement vehicles
				\$ (203,441.00)	\$ (1,101,658.00)	
240-2355-7096-0000	Police	JAG Grant Costs	-	(10,539.00)	(10,539.00)	Imaging laser scanner
240-2355-4819-0000	Police	JAG Grant - Revenue	-	10,254.00	10,254.00	Revenue Received
240-2390-7036-0000	Police	Grant Specific Costs	-	(12,405.00)	(12,405.00)	Cubicles and other expenses for PD Annex (Homeless officer) - partial revenue received
				\$ (12,690.00)	\$ (12,690.00)	
STEP-G	Grant Fund	STEP Grant Revenue	\$ -	\$ 50,000.00	50,000.00	Revenue for Grant
STEP-C	Grant Fund	Helmets	\$ -	\$ (440.00)	(440.00)	Helmet purchase
STEP-A	General Fund	PD Overtime	\$ (334,884.00)	\$ (45,552.00)	(380,436.00)	PD Overtime
STEP-B	General Fund	PD Travel Overtime	\$ (334,884.00)	\$ (4,008.00)	(338,892.00)	PD Travel
215-0000-9960-0000	Grants Fund	Transfers Out	\$ (761,000.00)	\$ (49,560.00)	(810,560.00)	Transfer to General Fund to cover costs
100-0000-9950-0000	General Fund	Transfers In	\$ 7,209,575.00	\$ 49,560.00	7,259,135.00	Transfer from Grants to cover costs
215-0000-4358-0000	Grants Fund	SWB Federal Grant	\$ -	\$ 26,800.00	26,800.00	SWB Federal Grant Revenue
215-0000-7036-0000	Grants Fund	Grant Specific Costs	\$ -	\$ (26,800.00)	(26,800.00)	SWB Grant Expense
215-0000-4357-0000	Grants Fund	American Rescue Funds	-	3,653,159.00	3,653,159.00	2nd Tranche of SLFRF ARPA federal funds (covid)
215-0000-9960-0000	Grants Fund	Transfer-Out	(761,000.00)	(1,200,000.00)	(1,961,000.00)	Transfer to Project #CF-104
215-0000-8060-0000	Grants Fund	Vehicles	0	(1,400,000.00)	(1,400,000.00)	New Fire truck purchase for new fire station (2 year build on truck once ordered)
				\$ 1,053,159.00	\$ 6,070,966.00	
Project #CF-104	Capital Projects Fund	Transfer-In City Hall Renovation	1,000,000.00	1,200,000.00	2,200,000.00	Increase budget to City hall Renovation
				\$ 1,200,000.00	\$ 2,200,000.00	
TOTALS			\$ -	\$ 566,715.00	\$ (6,758,845.00)	

Item 7.

ACCOUNT NUMBER	DEPARTMENT	ACCOUNT DESCRIPTION	CURRENT BUDGET	ADJUSTED BUDGET	NEW BUDGET AMT	Explanations / Justification
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Net Effect





Staff Report

TO: City Council

FROM: Doug Story, Interim Community Services Director

DATE: May 17, 2022

SUBJECT: **Consideration of Approval of the 2022 Fourth of July Entertainment, Production and Stage Rental Agreement with Stache Inc. dba The M&M Group and Fireworks Display with Pyro Spectaculars, Inc.**

Background and Analysis:

The City of Beaumont has a long-standing tradition of celebrating our nation's Independence Day holiday with a family-friendly event at Stewart Park. Following a two-year break from in-person events due to COVID-19, the Community Services Department is excited to bring the community together once again with a vendor area, beer garden, live concerts, and fireworks display.

Entertainment, Production and Stage Rental

City staff has contacted a company with extensive experience in providing world-class entertainment at Stewart Park. Two specific artists were chosen based on their pricing and musical genre, which includes a classic rock band and a band that covers all music genres, allowing festival attendees to enjoy a variety of musical entertainment.

The current state of Stewart Park's renovations requires the use of a temporary stage to provide musical entertainment and an anchor for event activities. In addition to the costs associated with musical entertainment, the proposal includes the cost for a 32' x 24' mobile stage complete with lighting system. The proposed cost for both bands and the stage is \$29,000.

Fireworks Display

Due to the highly specialized field of pyro technic displays, City staff contacted one vendor for a proposal for the pyro technic entertainment. Pyro Spectaculars, Inc. proposes a pyrotechnics program in the amount of \$26,000 which includes a licensed pyrotechnic operator, specialized crew and safety equipment used for support and

protection, insurance coverage and direct contact with our local fire department. The proposal does not include required permit fees and/or additional standby fees for inspections, or necessary security for the display site. If required, the City will need to provide these items.

Staff Overtime

The Beaumont Police Department staff overtime is estimated to be \$5,733 for event coverage. Additional officers were added to provide enhanced patrol due to the addition of a beer garden area.

Fiscal Impact:

The total amount for entertainment, production and stage is \$29,000. The total amount for pyrotechnics entertainment is \$26,000.

Recommended Action:

Approve a professional services agreement with Stache Inc. dba The M&M Group in an amount not to exceed \$29,000, and
Approve the attached Production Agreement with Pyro Spectaculars, Inc. as reviewed and approved by the City Attorney in an amount not to exceed \$26,000.

Attachments:

- A. Invoice No. 1507 from Stache Inc dba The M&M Group
- B. Event Proposal
- C. Professional Services Agreement with The M&M Group
- D. Production Agreement with Pyro Spectaculars



Date	Invoice #
4/5/2022	1507

Stache Inc. dba The M&M Group
 16872 Bolsa Chica Street, Suite 204
 Huntington Beach CA 92649

Bill To
City of Beaumont 1301 Oak Valley Parkway Beaumont, CA 92223

Project	Terms	PO
Beaumont-4th of July	Due on receipt	

Quantity	Description	Rate	Amount
1	City of Beaumont Independence Day Celebration - Monday, July 4th, 2022 Stage, Production, & Entertainment	29,000.00	29,000.00
Thank you for your business.		Total	\$29,000.00

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 17th day of May 2022, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Stache Inc dba The M&M Group whose address is 16872 Bolsa Chica Street, Huntington Beach, California, 92649 (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. CITY desires to engage CONTRACTOR to provide professional stage, production and entertainment services for the 4th of July Freedom Festival; and
- B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A”; and
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

- 1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.
- 2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: stage, production and entertainment per Exhibit “A” and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates DaVon Buckner as CONTRACTOR’S professional responsible for overseeing the Services provided by CONTRACTOR.
- 3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’s sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.
- 4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed twenty-nine thousand dollars and no cents (\$29,000.00).

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles, and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and

agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit “B”** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement, or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured’s CITY, its officials, employees, and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR’s employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers’ Compensation coverage for any of CONTRACTOR’s employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers’ compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials, and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required /Not Required ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of “A:VII”). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this

Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this

Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee, or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee, or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension, or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

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

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By: _____
Elizabeth Gibbs, Interim City Manager

Date: _____

CONTRACTOR:

STACHE INC DBA THE M&M GROUP

By: _____

Print Name:

Title:

Date: _____

EXHIBIT "A"

PROPOSAL

(insert behind this page)

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)

2022 **PYRO** SPECTACULARS

by Souza®



Pyrotechnic Proposal

City of Beaumont

July 4, 2022

March 28, 2022

Item 8.

City of Beaumont
Eileen Rodriguez
550 East 6th Street
Beaumont, CA 92223

Dear Ms. Rodriguez,

Pyro Spectaculars, Inc. is happy to provide our pyrotechnic proposal for your July 4, 2022 event. The following proposal outlines your custom designed Program "A" for the amount of \$26,000.00. The various fireworks elements provided are prepared to shoot from Stewart Park's baseball field.

Our full service program includes necessary preproduction services, the services of a licensed pyrotechnic operator, specialized crew, an electronic firing system, and pyrotechnic safety equipment used for support and protection. The price also includes insurance coverage, sales tax, and delivery. To help ensure public safety, we work directly with the local fire authority, and we apply for the necessary fireworks related permits. Our winning combination of products, people, and production capabilities help produce the best fireworks entertainment package for your event.

Your organization will be responsible for payment of permit fees and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will also be responsible for providing the display location, necessary security for the display site, and other event permits.

Please review the enclosed Proposal, Product Synopsis, Production Agreement, and Scope of Work in detail. In order to reserve your program; it is imperative that you return the fully executed agreement, your initial payment, and permit fees to our office by April 15, 2022, the price firm date in your production agreement. The program, pricing, and show date may not be available beyond the price firm date.

If you wish to discuss your program or need more information, please call either me or your Customer Service Representative Maria Barajas at (909) 355-8120 ext. 228.

Sincerely,

PYRO SPECTACULARS, INC.



Jeff Martin
Sales Manager

JM/lr

Enclosures

Pyro Spectaculars, Inc.

P.O. Box 2329 • Rialto, CA 92377 • Phone: (909) 355-8120 or (888) 477-PYRO • Fax: (909) 355-98

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PYRO
SPECTACULARS
by Souza



www.pyrospec.com



Product Synopsis • Pyrotechnic Proposal

Item 8.

City of Beaumont PROGRAM A– July 4, 2022 \$26,000.00

Main Body - Aerial Shells

<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Selections	330
Total of Main Body - Aerial Shells	330

Pyrotechnic Devices

<u>Description</u>	<u>Quantity</u>
◆ Sousa Platinum Line Custom Multishot Device	200 Shots
◆ Sousa Diamond Line Custom Multishot Device	736 Shots
◆ Sousa Pro-formance Multishot	728 Shots
◆ Sousa Silver Line Custom Multishot Device	72 Shots
◆ Sousa Emerald Line Custom Multishot Device	702 Shots
Total of Pyrotechnic Devices	2,438

Grand Finale

<u>Description</u>	<u>Quantity</u>
◆ 2.5" Souza Designer Bombardment Shells	156
Total of Grand Finale	156
Grand Total	2,924

Product descriptions are for specification of product quality, classification, and value. Final product selections will be based on availability, suitability, and overall artistic style.



PRODUCTION AGREEMENT

(Special)

This agreement ("Agreement") is made this _____ day of _____, 2022 by and between **Pyro Spectaculars, Inc.**, a California corporation, hereinafter referred to as ("PYRO"), and **City of Beaumont**, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed, including preproduction services, as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on July 4, 2022, at approximately 9:00 p.m., at Stewart Park baseball field, south of park, Orange St., Beaumont, CA, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of \$26,000.00 USD (TWENTY-SIX THOUSAND DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO an initial payment ("Initial Payment") equal to 50 % of the Production Fee \$13,000.00 USD (THIRTEEN THOUSAND DOLLARS) plus estimated permit and standby fees, and other regulatory costs approximated at \$00.00 OR an amount to be determined, for a total of \$13,000.00, upon the execution of this Agreement by both parties but no later than April 15, 2022. The Initial Payment is a partial payment toward the preproduction services and costs set forth in the Scope of Work ("Preproduction Services and Costs".) The balance of the Fee shall be paid no later than July 5, 2022. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of .834% interest per month or 10% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean-up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean-up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the **Beaumont Fire Department**, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits. CLIENT's potential liability to PYRO shall be limited in the same manner and amount as the limitations on PYRO's liability in this Section 11.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 or more days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Riverside County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of Beaumont, 550 East 6th Street, Beaumont, CA 92223.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :: Fax: 909-355-9813

City of Beau
Program A, Re Item 8.
July 4, 2022
Page 3 of 4

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT’s obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO’s offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, or if the Initial Payment is not paid on or before the due date, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through April 15, 2022
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

CITY OF BEAUMONT

By: 

By: _____

Its: President



Its: _____

Date: 3/25/22

Print Name

Date: _____

SHOW PRODUCER: **Jeff Martin**

SCOPE OF WORK
PYRO SPECTACULARS, INC. (“PYRO”)
and
City of Beaumont (“CLIENT”)

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on July 4, 2022, at approximately 9:00 p.m., at Stewart Park baseball field, south of park, Orange St., Beaumont, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Preproduction Services and Costs for the Production, including advance acquisition of materials and products; design, engineering, programming, handling, staging, storage, and maintenance of products, props, and systems; preparation of drawings, diagrams, listings, schedules, inventory controls, choreography, and computer code; picking, packing, labeling, staging, and loading of equipment, materials, and systems; transportation, and logistics and crew scheduling and support; explosive storage magazines with legally mandated distances, surfaces, security, housekeeping, and access controls; and necessary and appropriate vehicles, including legally mandated insurance, including MCS90 explosives transportation coverage, parking, security, and maintenance.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers’ Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.



Staff Report

TO: City Council

FROM: Doug Story, Interim Community Services Director

DATE: May 17, 2022

SUBJECT: **Approval of Maintenance Agreement with Cooper Turf Solutions, Inc. for Turfplaning and Seeding of the Sports Park in the Amount Not to Exceed \$142,555**

Background and Analysis:

The Beaumont Sports Park is a highly utilized facility, home to a variety of athletic leagues, tournaments, and special events. The volume of use on the fields has resulted in turf deficiencies which require extensive repair.

In accordance with purchasing policies in Beaumont Municipal Code 3.01.020, the Community Services Department requested quotes from multiple contractors who specialize in landscaping and sports turf rehabilitation. Ultimately, Cooper Turf Solutions, Inc. and Brightview submitted proposals, while several other contractors were nonresponsive or indicated they did not have the specialized equipment required to perform the desired tasks. All submitted quotes were reviewed by City staff. The lowest bidder was Cooper Turf Solutions, Inc., as summarized below:

- Cooper Turf Solutions \$142,555
- Brightview \$379,224.56

City staff has contacted Cooper Turf Solutions, Inc., a leader in sports turf management, to address the concerns and issues at the Sports Park. The specialized equipment used by Cooper Turf Solutions, Inc. allows for a recommended turfplaning, a process which creates a more level field surface for sports activities by removing the high spots and exposing the low spots and allowing the field to be leveled. The process involves removing the top layer of the turf, the roots remain in place and allows the grass to grow back quicker compared to the process where the complete turf is removed. Additional recommendations include sand to further level the play surface and over-seeding of the fields to further enhance the quality of the turf.

The quote includes treatment and reseeding for three baseball fields, snack bar grass area, upper football fields and all four lower soccer fields.

Subsequent to the bidding and selection process, the Beaumont Cherry Valley Water District (BCVWD) Board has discussed the implementation of water-use restrictions to meet a State executive order of developing mitigation plans for a severe drought. A Certified Turf Management Specialist and City staff have inspected the Sports Park and have unanimously determined that the soil condition of the park would require significant watering after grass seeding to ensure proper germination. The recommended watering schedule would be at least twice a day for 6 to 7 weeks, then a reduction to once a day to maintain the growth of the new grass. The recommended action of the BCVWD Board at its April 28, 2022 meeting, was to implement watering restrictions between 8:00pm – 8:00am three days per week for residential lawns, parks, sports parks, school and ornamental turf on medians. While the condition of the Sports Park and further deterioration would be a disservice to the community, it is also equally important to adhere to any applicable water-use restrictions. City staff wants to ensure that the turfplaning and seeding of the Sports Park is done in an efficient and responsible manner and therefore recommend deferring the start date until a water responsible solution can be met.

Fiscal Impact:

The total costs for turfplaning, topsoil, and seeding is \$142,555 and will be funded from account 100-6050-7070-5400.

Recommended Action:

Approve a Maintenance Agreement for turfplaning and seeding of the Sports Park in the amount not to exceed \$142,555 with Cooper Turf Solutions, Inc., but defer the start date until a water responsible solution can be met to properly water the grass seed.

Attachments:

- A. Maintenance Agreement
- B. Cooper Turf Quote

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES is made and effective as of the ____ day of _____, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Cooper Turf Solutions whose address is 629 Fairway Drive, Redlands CA 92373 P O Box 67, Beaumont, CA 92223 (“CONTRACTOR”).

RECITALS

A. CONTRACTOR submitted a proposal (“Proposal”) in response to a request from the CITY to provide certain services, which Proposal is attached hereto as **Exhibit “A”** and made a part hereof by this reference; and

B. CITY desires to engage CONTRACTOR to provide the services provided for in the Proposal; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until completion of the services (“Services”) provided for in the Proposal. Contractor shall commence the Services on or before May 18, 2022 and shall complete the Services no later than September 01, 2023. Notwithstanding the forgoing, City may terminate this Agreement upon written notice to Contractor, provided it pays Contractor for all services provide prior to termination.

2. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’s sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

3. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR for the completion of the Services under this Agreement shall not exceed One Hundred Forty Two Thousand Five Hundred Fifty Five Dollars (\$142,555).

4. Obligations of CONTRACTOR.

4.01 In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms

shall be of no force or effect.

4.02 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

4.03 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

4.04 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

4.05 CONTRACTOR shall comply with all applicable local, state, and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

4.06 Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County.

5. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 6.02. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

5.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

5.02 Business Auto Coverage in an amount no less than \$1 million per accident.

If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

5.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6. General Conditions Pertaining to Insurance Coverage

6.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

6.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

6.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

6.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7. Indemnification.

7.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Status of CONTRACTOR.

8.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

8.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

8.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

9. Miscellaneous Provisions.

9.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties. The Recitals to this Agreement are hereby incorporated herein by this reference.

9.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9.03 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

9.04 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

9.05 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

9.06 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

[signatures on following page]

CITY:

CITY OF BEAUMONT

By:

Elizabeth Gibbs, Interim City
Manager

Date: _____

CONTRACTOR:

By:

Print Name: _____

Title: _____

Date: _____

EXHIBIT "A"
PROPOSAL
(insert behind this page)

EXHIBIT “B”
CERTIFICATES OF INSURANCE AND ENDORSEMENTS
(insert behind this page)



QUOTE

City of Beaumont - Community Recreation Center
1310 Oak Valley Parkway
BEAUMONT CA 92223

Date
Apr 14, 2022

Expiry
Apr 29, 2022

Quote Number
QU-463

Cooper Turf Solutions, Inc.
629 Fairway Dr.
Redlands, CA 92373
(909) 709-9376

Description	Quantity	Unit Price	Amount USD
Turfplane baseball outfield (sq.ft.)	129000.00	0.14	18,060.00
Sand - 75 tons (baseball outfield)	1.00	5,100.00	5,100.00
Top dress - baseball outfield	1.00	3,000.00	3,000.00
19 bags of seed/Stover Pro Sports Field Elite Blend (baseball outfield)	1.00	4,370.00	4,370.00
Spread seed - baseball outfield	1.00	1,500.00	1,500.00
Turfplane football field (sq.ft.)	92000.00	0.14	12,880.00
Sand - 50 tons (football field)	1.00	3,400.00	3,400.00
Top dress - football field	1.00	2,000.00	2,000.00
13 bags of seed/Stover Pro Sports Field Elite Blend (football field)	1.00	3,285.00	3,285.00
Spread seed - football field	1.00	1,000.00	1,000.00
Turfplane snack bar grass area (sq.ft.)	54000.00	0.14	7,560.00
Sand - 25 tons (snack bar grass area)	1.00	1,700.00	1,700.00
Top dress - snack bar grass area	1.00	1,000.00	1,000.00
8 bags of seed/Stover Pro Sports Field Elite Blend (snack bar grass area)	1.00	2,000.00	2,000.00
Spread seed - snack bar grass area	1.00	700.00	700.00
Turfplane lower soccer fields (sq.ft.)	285000.00	0.14	39,900.00
Sand - 200 tons (lower soccer fields)	1.00	13,600.00	13,600.00

Description	Quantity	Unit Price	Amount
Top dress - lower soccer fields	1.00	8,000.00	8,000.00
41 bags of seed/Stover Pro Sports Field Elite Blend (lower soccer fields)	1.00	10,250.00	10,250.00
Spread seed - lower soccer fields	1.00	3,250.00	3,250.00
		Subtotal	142,555.00
		TOTAL USD	142,555.00

Terms

California Contractor's License #1021699
Cooper Turf Solutions (CTS) not responsible for removing debris off site.
All irrigation heads and valve boxes must be marked.
CTS not responsible for damage to irrigation heads and valve boxes.
3.5% surcharge for credit card payments. Surcharge not included in quoted price.



Staff Report

TO: City Council
FROM: Doug Story, Community Services Director
DATE: May 17, 2022
SUBJECT: **Consideration of Approval of Maintenance Agreement with Weaver Grading, Inc. for Weed Abatement Services on City-Owned Properties for an Amount not to Exceed \$140,000**

Background and Analysis:

The City of Beaumont owns roughly 200 acres of open space and vacant land. Per Municipal Code 8.08.015, property owners and occupiers of real property in the City shall maintain their property to eliminate fire hazards. As such, the City is seeking to contract weed abatement services to provide appropriate firebreaks in vacant City-owned parcels.

On July 14, 2021, a request for proposal was posted on PublicPurchase.com. A total of twelve (12) contractors downloaded the documents, but none submitted a bid. At the conclusion of the submittal period, City staff contacted those contractors to inquire the reason(s) of their decision not to submit a bid. Many of the contractors indicated the difficulty to perform the required handwork for removal and the shortage of employees to perform large scale jobs.

Per Beaumont Municipal Code Section 3.01.090, if no bids or proposals are received, the City may award by any alternative purchasing procedure. City staff contacted Weaver Grading, Inc., a local business, to request to review the scope of work and provide a bid if the services could be performed. Weaver Grading, Inc. performed a firebreak clearing and weed abatement on a single 4-acre property for review by City staff and it met the satisfaction criteria according to the municipal code.

City staff is recommending that City Council approve a maintenance agreement with Weaver Grading, Inc. for weed abatement services on City-owned properties.

Fiscal Impact:

The total amount for maintenance services for weed abatement of City-owned properties is \$140,000. \$65,000 will be funded from 100-6050-7068 in the 2021/2022 fiscal year budget. \$75,000 will be funded from 100-6050-7068 in the 2022/2023 fiscal year budget.

Recommended Action:

Approve a Maintenance Agreement for weed abatement of City-owned property in an amount not to exceed \$140,000 with Weaver Grading Inc.

Attachments:

- A. Maintenance Services Agreement
- B. Proposal

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES is made and effective as of the ____ day of _____, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Weaver Grading, Inc. whose address is P O Box 67, Beaumont, CA 92223 (“CONTRACTOR”).

RECITALS

- A. CONTRACTOR submitted a proposal (“Proposal”) in response to a request from the CITY to provide certain services, which Proposal is attached hereto as **Exhibit “A”** and made a part hereof by this reference; and
- B. CITY desires to engage CONTRACTOR to provide the services provided for in the Proposal; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until completion of the services (“Services”) provided for in the Proposal. Contractor shall commence the Services on or before May 18, 2022 and shall complete the Services no later than June 30, 2023. Notwithstanding the forgoing, City may terminate this Agreement upon written notice to Contractor, provided it pays Contractor for all services provide prior to termination.

2. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’s sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

3. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR for the completion of the Services under this Agreement shall not exceed One Hundred Forty Thousand Dollars (\$140,000).

4. Obligations of CONTRACTOR.

4.01 In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

4.02 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

4.03 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

4.04 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

4.05 CONTRACTOR shall comply with all applicable local, state, and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

4.06 Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County.

5. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 6.02. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

5.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

5.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the

Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

5.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6. General Conditions Pertaining to Insurance Coverage

6.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

6.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

6.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

6.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7. Indemnification.

7.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Status of CONTRACTOR.

8.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

8.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

8.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

9. Miscellaneous Provisions.

9.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties. The Recitals to this Agreement are hereby incorporated herein by this reference.

9.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9.03 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

9.04 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

9.05 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

9.06 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

[signatures on following page]

CITY:

CITY OF BEAUMONT

By:

Elizabeth Gibbs, Interim City
Manager

Date: _____

CONTRACTOR:

By:

Print Name: _____

Title: _____

Date: _____

EXHIBIT "A"
PROPOSAL
(insert behind this page)

EXHIBIT “B”
CERTIFICATES OF INSURANCE AND ENDORSEMENTS
(insert behind this page)

Weaver Grading, Inc.

Custom Grading ● Fire Protection ● Demolition

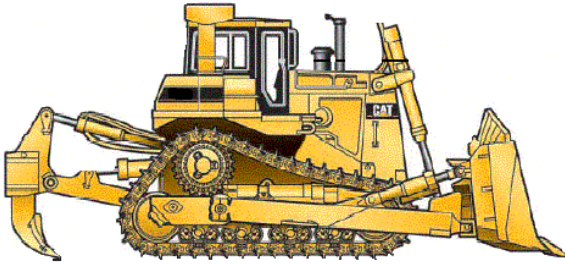
Phone (951) 845-1222

Fax (951) 845-3045

PO Box 67, Beaumont, CA 92223

License # 703974

PROPOSAL



DATE : May 3, 2022

COMPANY / CONTRACTOR:

City of Beaumont
Attn: Doug Story
550 E 6th Street
Beaumont, CA 92223
dstory@beaumontca.gov

JOB LOCATION:

Weed Abatement around
group areas below

Job Description:

Group A		
Area	# of Parcels	Total Size
Sundance	2	16.52 Acres
Marshall Creek	5	6.88 Acres & 101,057 SQFT
Power Lines	4	19.89 Acres
Cherry Channel	8	10.15 Acres & 32,669 SQFT
Group B		
Area	# of Parcels	Total Size
Three Rings Ranch	3	10.29 Acres & 3,484 SQFT
Railroad Areas	5	31.6 Acres & 74,486 SQFT
Downtown Areas	3	4,480 SQFT
Group C		
Area	# of Parcels	Total Size
Fairway Canyon	7	108,537 SQFT
Stetson	4	15.9 Acres
Oak Valley Greens	8	12.19 Acres & 60,111 SQFT
Group D		
Area	# of Parcels	Total Size
Seneca Springs	19	17.75 Acres & 122,836 SQFT
Southside	9	79.69 Acres & 69,695 SQFT

Total: \$140,000.00

***Please see Exhibit A for additional details

- Weaver Grading / Mark Weaver is not liable and will not be held responsible for any damage to any unforeseen underground utilities or other objects

Terms: Net 15 days, interest at the rate of 1.5% per month will be charged on all past due accounts. Liens will be placed on any job not paid in full within 90 days of completion. In the event of failure to pay on the amount due on this invoice, all collections costs and/or attorney's fees in the collection of any such amount, will be paid by client.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar, Contractor's State License Board, P.O. Box 26000, Sacramento CA 95826.

Acceptance of Agreement:

The above price specifications and conditions are satisfactory and are accepted.

Authorized Signature _____ Date _____

If you have any questions regarding the proposal, please call Mark Weaver at (951) 845-1222

Owner: City of Beaumont
Contractor: Weaver Grading Inc.

Description of work:

- One time weed abatement and mowing around listed areas above per job walk.

Terms of Payment for Work:

Payment due upon completion

Any additional quantities shall be paid for at the agreed upon price as extra work.

This proposal excludes the following:

- Weaver Grading Inc. excludes any temporary or permanent fencing.
- Weaver Grading Inc. excludes any handling of hazardous or contaminated water and materials.
- Weaver Grading Inc. excludes any over excavation not in this scope of work.
- Weaver Grading Inc. excludes survey, staking, engineering, compaction testing and QA/QC management and measures.
- Weaver Grading Inc. excludes Builder’s Risk, Flood, and Earthquake Insurance.
- Weaver Grading Inc. excludes clean-up of other trades.
- Weaver Grading Inc. excludes any repairs due to storm, rain or any cause beyond the control of after its work items have been completed and accepted.
- Weaver Grading Inc. excludes any archeology or paleontology monitoring.
- Weaver Grading Inc. excludes any planting or landscaping.
- Weaver Grading Inc. excludes any removals other than those specifically included in the scope of work
- Weaver Grading Inc. excludes any permanent dust control measures.
- Weaver Grading Inc. excludes bonding.
- Weaver Grading Inc. excludes any erosion control.
- Weaver Grading Inc. excludes any unforeseen buried concrete or piping that is under asphalt. If such is found and causes damage to grinder such costs will be passed on to owner. Removal of such objects will be handled on a Time and Material basis subject to attached equipment and labor rate.

In addition to the above referenced items the following needs to be incorporated into a contract agreement:

- Any discontinuity of Weaver Grading Inc. operation caused beyond the control of Weaver Grading Inc. will be charged on a standby basis at Weaver Grading Inc.’s standard equipment and labor rates.
- In the event that Weaver Grading Inc. becomes the successful bidder, this proposal shall be included as part of its subcontract. In case of any conflict between the terms of this proposal and those of the bid documents or the contract the terms of this proposal control and supersede the terms contained in the bid or contract documents.

- All scheduling will be mutually agreed upon.
- Owner shall pay any restocking and freight cost on any materials that have been delivered to the jobsite per original plan, but no longer useable because of last minute changes by the prime contractor, owner or engineer.
- All prices are guaranteed for 30 days. After this period, prices are subject to increase based upon the most recently negotiated labor rates and material prices. Other conflicting work that may have been acquired in the above-mentioned 30 days or after may also affect quoted prices.
- Prime Contractor shall and does hereby indemnify and hold harmless Subcontractor and Subcontractor's officers, directors, shareholders, agents, employees, and affiliates, and each of them, from and against any and all claims, demands, liability, actions, costs, expenses, attorney's fees, and obligations arising out of or in anything connected with the analysis and/or certification of soils or soils conditions at the jobsite, which is not the result of the sole negligence or willful misconduct of Weaver Grading Inc.

Weaver Grading Inc. to provide the following items:

- All labor and equipment to perform the referenced work safely.
- Competent supervision



Staff Report

TO: City Council

FROM: Christina Taylor, Community Development Director

DATE: May 17, 2022

SUBJECT: **Consideration of an Increase to Current Private Property Weed Abatement Rates and an Increase to Weed Abatement Allocation for Private Property Weed Abatement through July 2023**

Background and Analysis:

The City of Beaumont utilizes independent contractors to perform weed abatement services throughout the City for privately owned and City owned property. Weed abatement on private property is managed through the Community Enhancement Department (Code Enforcement) and is conducted pursuant to Beaumont Municipal Code Chapter 8.08.

In November 2019, City Council approved multiple vendors to conduct weed abatement throughout the City. The contractors are:

- AB Landscape,
- Howard's, and
- West SWPPP Weed Abatement.

At the beginning of weed abatement season, staff verifies each of these contractors have a valid business license and remain bonded and insured to meet the City's requirements. Currently, only Howard's and AB Landscape remain eligible to perform work for the City of Beaumont.

At the time of approval in 2019, the following rates were established for weed abatement services:

- Handwork - \$35 per hour per person, three (3) persons maximum and a 1-hour minimum
- Disking - \$105 per acre for disking or mowing

From November 2019 – May 2022 the following amounts have been expended for weed abatement:

Vendor	City Owned Properties	Private Properties	
Howard's	\$30,225.00	\$72,283.58	
AB Landscape	\$10,400.00	\$47,704.50	
West SWPPP	\$0	\$10,910.00	
Subtotal	\$40,625.00	\$130,898.08	
Grand Total			\$171,523.08

Due to the increase in fuel costs, insurance costs and the challenges in finding labor, the vendors have requested an increase to the disking/mowing and handwork rates. Based on discussion with the vendors, City staff is recommending the proposed handwork rate be set at \$65 per hour per person, three (3) persons maximum and a 1-hour minimum and the proposed increase to the disking/mowing rate be set at \$120 per acre.

In May 2020, in an effort to expand the number of vendors available for weed abatement, City staff released a Request for Proposal (RFP) for weed abatement services. Upon review of the bid access report, it was found that 28 vendors accessed the RFP but only one vendor submitted a proposal. That proposal included rates at \$800 per acre for handwork and \$125 per acre for disking. Due to the lack of other bids and the handwork rate being so far from the current rate, the bid was formally rejected at the City Council meeting on July 21, 2020. Based on this information and the increase in costs cited by the current vendors, City staff supports an increase to the rates as noted above.

The currently allocated funds for weed abatement are nearing full expenditure. City staff is requesting City Council allocate \$60,000.00 for private property weed abatement through June 30, 2023. Staff will be releasing a new RFP for weed abatement in the upcoming fiscal year in hopes of expanding the pool of contractors available for City use and providing opportunity for more vendors to work with the City.

Fiscal Impact:

Charges for private property weed abatement are recovered from the property owners through invoices, liens and/or assessment on the property tax roll.

Recommended Action:

Authorize an additional \$60,000 for private property weed abatement through June 30, 2023,

Increase the weed abatement rate for handwork to \$65 per hour per person, three (3) persons maximum and a 1-hour minimum and increase the rate for disking/mowing to \$120 per acre, and

Authorize the Interim City Manager to execute the revised contracts with the authorized vendors reflecting the new rates.



Staff Report

TO: City Council
FROM: Kyle Warsinski, Economic Development Manager
DATE: May 17, 2022
SUBJECT: Professional Services Agreement with EDSuite for Economic Development Website Design and Hosting

Background and Analysis:

On July 2, 2019, City Council approved Beaumont's first Economic Development Strategic Plan. The strategic plan was created with input from numerous community stakeholders, City staff and the City Council. The plan included a mission statement and eight main goals.

The City of Beaumont strives to create a balanced, sustainable and diverse economic environment by leveraging existing local business, recruiting targeted industries, and encouraging outside investment, that will enhance Beaumont's quality of life and support community values.

1. *Develop an economically balanced community,*
2. *Recruit new business, while retaining and expanding local business, that promote growth of primary jobs and/or sales tax revenue,*
3. *Develop an online Economic Development presence to provide business owners and site selectors resources they need,*
4. *Create a Quality of place that establishes Beaumont as a community to build and grow a business, as well as attract and retain talent,*
5. *Connect with and assist local small business start-ups and entrepreneurs,*
6. *Ongoing review of development review processes and identify streamlining and efficiency techniques,*
7. *Work with regional workforce development partners to provide needed resources to the area and begin to develop a retraining program for positions under threat of automation, and*
8. *Leverage the City's strengths to maximize business opportunities.*

One program that aims to aid in the achievement of multiple goals in the plan is the creation of a standalone website dedicated to providing a platform to market the City's message, engage with partners and companies, and publish data and resources to better serve existing businesses and business prospects.

City staff explored various options to accomplish this, which included using the City’s current website provider and website design firms which specialize in economic development website creation.

Upon completion of the review, it was clear EDSuite is best suited to fulfill the City’s needs for this program based on the following criteria:

- Specialized economic development website design,
- Content to be written by professional creative writing team,
- Property search tool, and
- Affordable support and hosting.

The services contained in the professional services agreement are as follows:

Website Design with Content:	\$20,880	(one-time)
Property Search Tool:	\$3,000	(one-time)
Support and Hosting:	\$12,000	(\$4,000 per year x 3 years)
Photography Consulting:	\$400	(as needed)

EDSuite’s proposal (attached) provides a detailed breakdown and summary of each of the above line items.

The City also received quotes from the following firms:

- Civic Plus: \$12,900 design, 3 years hosting cost \$10,623.
- Golden Shovel: \$22,700 design, 3 years hosting cost \$30,450.

At its May 11, 2022, meeting, the Economic Development Committee reviewed the proposal and recommended for approval by the City Council.

Fiscal Impact:

The total not to exceed cost of the contract is \$36,280, which includes 3 years of hosting. The project shall be funded from the following account: 1200-7020 Advertising.

Recommended Action:

Approve the Professional Services Agreement for website design and hosting services with EDSuite.

Attachments:

- A. Professional Services Agreement
- B. EDSuite Proposal

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 17th day of May, 2022, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and EDSuite whose address is 320 E. Methvin, Longview, TX 75601. (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. CITY desires to engage CONTRACTOR to provide Website Design and Hosting Services; and
- B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A”; and
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

- 1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after three (3) years unless extended by the parties with the approval of the City Council of the CITY.
- 2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: Website design, content creation, and website hosting per Proposal attached hereto as Exhibit “A”. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates _____ as CONTRACTOR’S professional responsible for overseeing the Services provided by CONTRACTOR.
- 3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’s sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.
- 4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Compensation shall be allocated as follows: Content Creation (50 hours), Photography (Consulting only), Website, EDSuite Properties for a total of \$24,280 payable in two payments of \$12,140 - one payment due upon commencement of work and the other due upon completion of the work. Said work shall be completed by October 13, 2022. Upon completion of the forgoing work CONTRACTOR invoice client for and provide EDSuite Support \$4,000 per year due at in advance of each year commencing upon the completion of the work for up to three years. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed \$36,280.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, , itemized invoices for the Services rendered at the times specified in Section 4.01. . The invoices for EDSuite Support are due thirty days prior to the commencement of the service year in question. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement

shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal

laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit “B”** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured’s CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR’s employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers’ Compensation coverage for any of CONTRACTOR’s employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by Texas law. The provisions of any workers’ compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required X /Not Required ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies

and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of “A:VII”). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY’s protection without CITY’s prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys’ fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually,

allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR. If City terminates this Agreement during any one year term the EDSuite Support, City shall not receive a refund of any amount paid in advance. Notwithstanding the forgoing, City may not terminate this Agreement prior to the completion of the Content Creation (50 hours), Photography (Consulting only), Website, EDSuite Properties for a total of \$24,280.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and

not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California without reference to its choice of law rules.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may

immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

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

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CONTRACTOR:

CITY OF BEAUMONT

By: _____
Lloyd White, Mayor

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

PROPOSAL

(insert behind this page)

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS A

(insert behind this page)

EDSuite

Marketing & Website

Proposal

For Beaumont Economic Development

BEAUMONT
— C A L I F O R N I A —

Prepared By Joel Soape
President, EDSuite

Updated
April 13, 2022

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About EDSuite

Industry Leaders. National Experience. Awarded & Recognized.

Founded in 2005, EDSuite exclusively serves the digital, web, and marketing needs of economic development organizations nationwide. In 2017 EDSuite became a part of **Encore Multimedia**, a **25 year full service marketing agency**. Together, with a combined team of dedicated people and partners, we bring a new level of expertise and quality to the table with every aspect of our expanded services.



**Years Serving
EDO's**



**US States
Covered**



**IEDC Awarded
Websites**



**EDO Websites
Launched**



Public Sector Project Experience

As would be expected from a company that has been serving the economic development industry and the public sector exclusively for over 15 years, we are no strangers to all the variables and requirements that come with that. EDSuite carries full liability insurance coverage that meets the traditional requirements of a city government. We have a full SLA available for our hosting and support terms and our billing policies are designed to work flexibly with the needs of your city's financial department.

We have no past or present litigation against us or our parent company, and we have a clean and excellent record of customer service that drives our reputation as a quality first company when it comes to our contracts and services.

“Business goes where it’s wanted, and stays where it’s well cared for.”

Dean Waskowiak, Founder of Encore Multimedia



The EDSuite Team

Behind your website project, from start to finish, is a dedicated team of professionals who understand your industry and your needs as an economic development organization.

Joel Soape, President

Project Success & Strategy

With over 10 years working directly with economic development, Joel has gained a very clear grasp on how to integrate the needs of a unique industry with the digital marketing world through working closely with clients and industry professionals across the board. He is a graduate of LeTourneau University in Longview, Texas with a Bachelor's degree in Christian Ministry.



Jun Kim, Vice President

Digital & Brand Strategy

Junyeong (Jun) Kim's deep experience and extensive marketing, web, and design skill sets serve EDSuite's traditional and digital media clients. Jun project manages website development and works to increase natural SEO density for client sites. Previously, Jun was Director of Marketing for Robroy Industries – Conduit Division and Glenmount Global Solutions. He also has extensive experience as a marketing consultant, freelance designer, and illustrator. Jun completed a dual major in college and holds a B.S. in Marketing and Business Administration.



Ryan Jacobs

Project Manager/Client Success

From initial website mapping to a website's launch, Ryan oversees the project process, working with EDSuite's programmers, designers, and writers to achieve a successful completion. Prior to joining EDSuite, Ryan worked as an account manager at an office products company where he handled client accounts and sales. He has a broad range of experience in developing marketing strategies, budgeting, and staff recruitment. Ryan is a graduate of LeTourneau University and holds a bachelor's degree in business administration with a minor in marketing.



Taylor Cammack

Web Development

Taylor Cammack is a web developer who brings a focus on front-end technology and design to EDSuite's web team. For nearly a decade, he has expertly created web solutions for a variety of organizations ranging from non-profits, government agencies, and businesses. Graduating from the University of Texas at Arlington with degrees in journalism and communications technology, he is constantly learning and always evolving his approach to creating experiences through the web.



Nic Trent

Senior Graphic Designer

As EDSuite and Encore Multimedia's lead graphic designer, Nic has put his mark on a rich portfolio of award-winning work (web design, print, outdoor, branding), including EDSuite's newly designed website. The strength of his design earns ongoing accolades, but more importantly, it positively impacts the goals of EDSuite's wide variety of clients. Nic brings more than 9 years of design experience with him and he is one of 3 designers on our team here at EDSuite.



Amanda Lewis

Content Creation

Amanda is committed to the strategic development and creation of focused marketing and advertising content that communicates, engages and motivates. Her wealth of experience and writing versatility allows her to adapt her talents to the unique needs of each project and expertly speak to targeted internal and external audiences and stakeholders. Prior to joining EDSuite, Amanda worked as an independent creative writer, and freelance seamstress and fashion designer. She also spent several years as a bookkeeper, managing AR, AP and payroll. Amanda earned a B.A. Degree in Art History from the University of Houston.



Our Team Structure

EDsuite Team Structure

Executive Team

Dean Waskowiak, CEO
Joel Soape, President
Jun Kim, Vice President

Design

Nic Trent, Design
Kimberlin Boyd, Design

Additional

Dave Stanton, Videography
Kristen McLemore, Accounting

Development

Taylor Cammack, Web Developer
Samrach Chheng, Web Developer

Photography

Korina Duke, Photographer
Casey Benson, Photographer

Clients & Projects

Ryan Jacobs, PM & Client Success
Jackie Martin, PM
Kaycee Watson, PM

Content

Sue Stanton, Creative Director
Amanda Lewis, Content
Jennifer Jester, Digital Marketing

Our EDSuite team is made up of a full staff of 19 professionals all working from our home offices here in Texas. The EDSuite team is capable of covering every aspect of our marketing services and your ongoing support needs. You can view our entire team at EDSuite.com/about/our-team

A Little Bit of Our Work

Fort Bend County | Texas

Client Since: 2021

Fort Bend County Economic Development was a fantastic follow up project to working with Sugar Land, Texas. The county's tagline "Greater Houston's Finest Address" is truly substantiated in what is going on in Fort Bend County, but the previous web presence did not communicate half of what it should have to give you a sense of that. With fresh video, photography, a new brand and incredible design, this new site does. Stack on a premier set of LocalIntel data tools and you have a site that is both data rich and communicates a clear story.

Unique Features & Tools:

Custom website, Universal internal pages, EDmajoremployers, EDincentives, EDprofiles, EDnews, Localintel Data Tools, frsch photography, and a complete content overhaul.

View Website: FortBendCounty.com



Sugar Land ED | Sugar Land, Texas

Client Since: 2020

Sugar Land Economic Development was well overdue for a marketing overhaul on their website and now was the perfect time with the recent launch of their new city brand. They went from a massive, extremely difficult to navigate site, that was clunky and difficult to edit to this beautiful window into their community. Stunning photography, fresh data, and a consistent theme that connects the completely rewritten content together tells the story of opportunity and partnership in a diverse and growing community.

Unique Features & Tools:

Custom website, Universal internal pages, EDmajoremployers, EDincentives, EDprofiles, EDnews, complete content overhaul.

View Website: [Sugarlanddecodev.com](https://sugarlanddecodev.com)



Brenham ED | Brenham, Texas

Client Since: 2019

The stunning new **2020 IEDC Gold Awarded** BrenhamED.com launched at the beginning of 2020 with a fresh vision for the future of economic development in the city. Brenham's location and advantages in middle of the Texas Triangle puts them in a unique position to connect companies with the largest markets in Texas without the high costs. We designed their site and helped clarify their messaging to bring this story to life alongside some excellent photography of this beautiful and growing city.

Unique Features & Tools:

Custom website, Universal internal pages, EDmajoremployers, EDincentives, EDprofiles, EDnews, EDdocuments, EDCgendas, EDproperties, complete content overhaul.

View Website: BrenhamED.com



Cleveland ED | Cleveland, Ohio

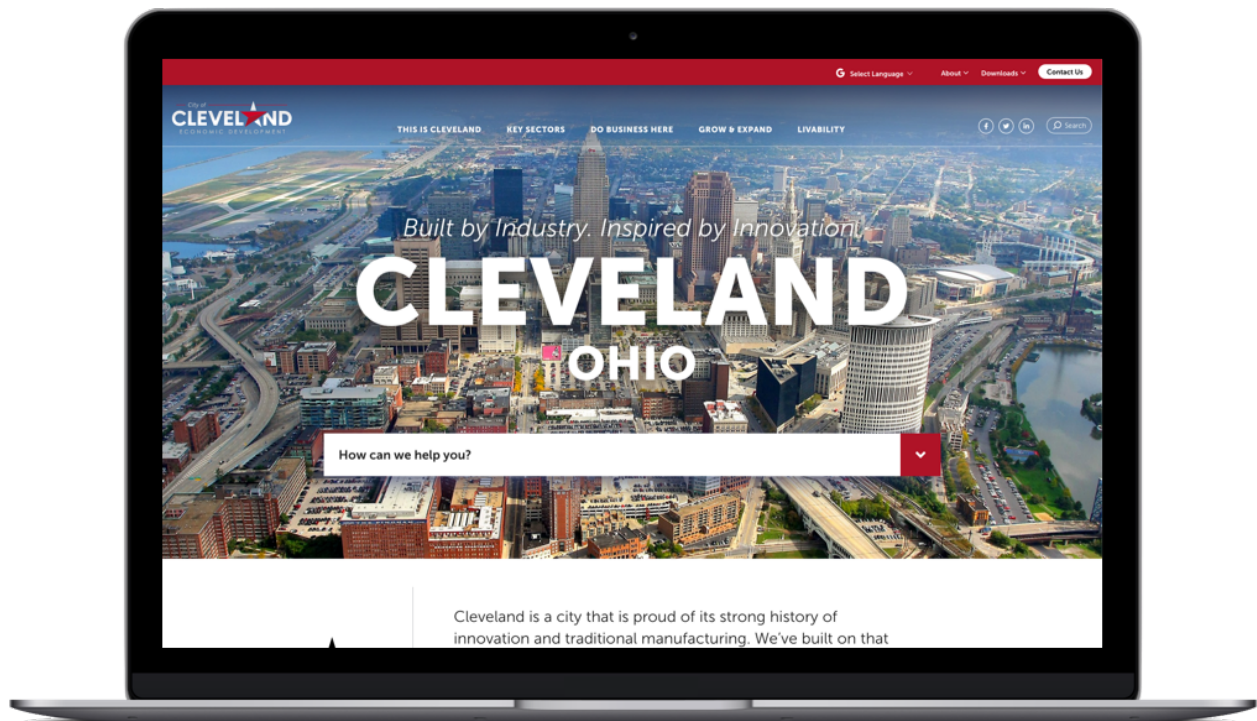
Client Since: 2019

Cleveland has a lot to talk about and a lot to be proud of. This new site seeks to showcase the best of what is happening across the city and the unity and diversity they are working to achieve together. The integrated data visualization tools coupled with a full content creation strategy truly tells the Cleveland story in a new and vibrant way.

Unique Features & Tools:

Custom homepage, Universal internal pages, EDprofiles, EDnews, EDdocuments, EDmajoremployers, Localintel Integrations.

View Website: MakeltInCleveland.org



Team EDC | Texas State-Wide Membership Organization

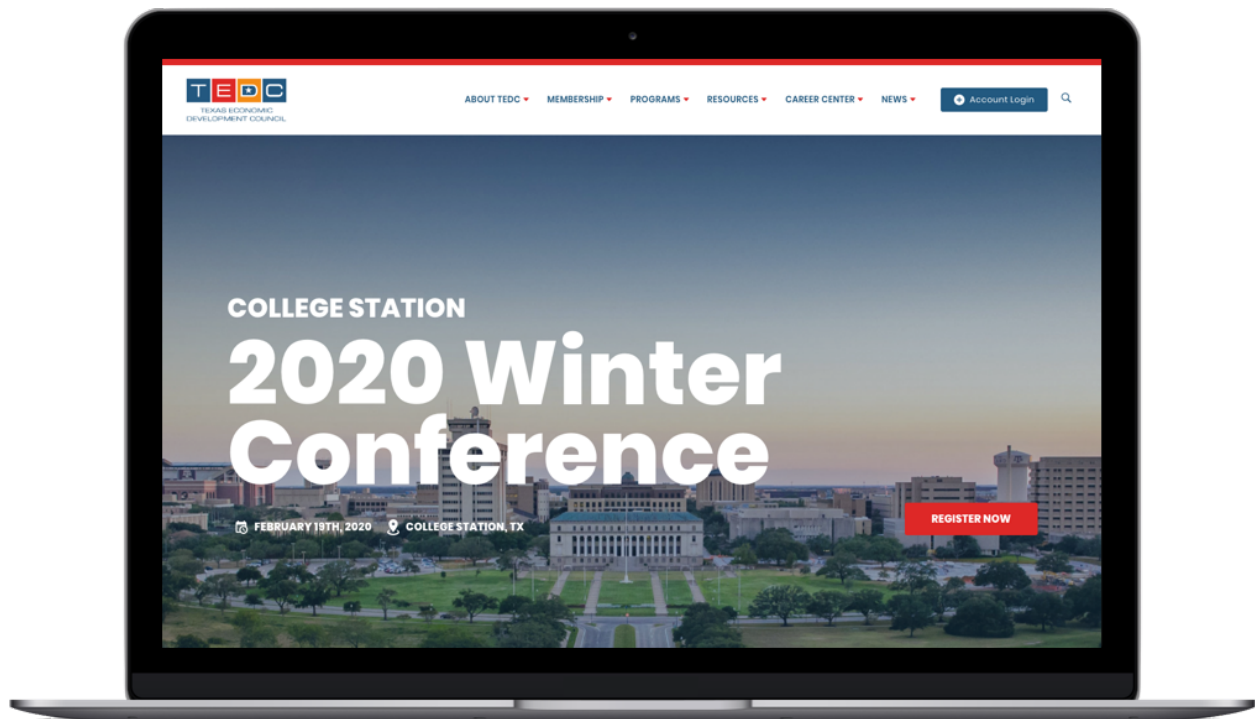
Client Since: 2009

Our work with the Texas Economic Development Council, stretches back nearly 10 years. In 2020, we helped TEDC completely rebuild their site with a fresh, bright, modern look to replace the 5 year old site they had before. We integrated their member management software with the site, and created an event system for them that was both user friendly and easy to manage. The reorganized site with a streamlined user experience makes finding the content and resources TEDC provides to their membership easier and more efficient.

Unique Features & Tools:

Custom website, EDtools, integration of MemberSuite management software, Major content overhaul and site map modifications.

View Website: TexasEDC.org



You can also view our Project Portfolio at EDSuite.com/work

Upcoming Projects to Watch

Our passion is to help our clients constantly improve, and partner with new ones to help them achieve the goals and online presence they need to tell their story. Here are a few projects, for both new and existing clients, that we are excited about! While we can't show you what we are doing for them quite yet, we can tell you each one will be unique, creative, industry focused, and worth watching for.



References

Sugar Land EDC

Sugar Land, Texas | Sugarlandecodev.com

Devon Rodriguez- 281-275-2322, dmrodriguez@sugarlandtx.gov

Most recent site launch: 2020



Brenham EDC

Brenham, Texas | Brenhamed.com

Susan Cates- 979-337-7231, scates@cityofbrenham.org

Most recent site launch: 2020



Wylie EDC

Wylie, Texas | WylieEDC.com

Jason Greiner- 972-442-7901, jason@wylieedc.com

Most recent site launch: Creating A Brand New Site Now



Brazos Valley EDC

Bryan, Texas | Brazosvalleyedc.org

Steve Fullhart- 979-260-1755, sfullhart@brazosvalleyedc.org

Most recent site launch: Creating A Brand New Site Now



Texas EDC

Austin, Texas | TexasEDC.org

Amy Swank- amy@texasedc.org

Most recent site launch: 2020



EDSuite respects its clients privacy and does not release a full list of projects and clients to the public. If further information on our client list is desired, please feel free to ask!

Project Phases

Your project will be broken up into 4 specific phases as follows. While dates and timelines are subject to change, EDSuite is committed to helping you complete your project in an expedited and timely way. If additional marketing services are added, these may impact the timelines shown below.

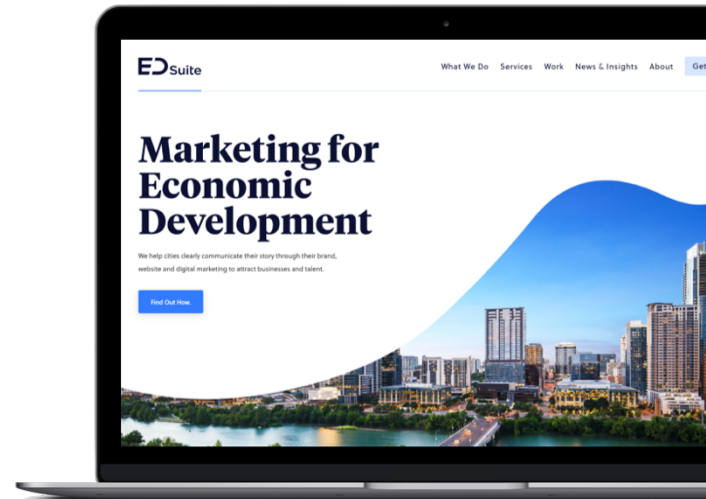


This timeline is our map through the project. Projected completion times are heavily dependent on client responsiveness and timeliness on feedback and responsibilities.

The Website

Our sites come standard with these included features:

- Responsive Design for mobile optimization
- Unlimited pages
- Scheduled posting
- Custom webforms
- Social media integrations
- Video embed support
- Google translate
- Google Analytics
- Page-by-page version control & previewing
- Multi-level user access and role management
- Full HTML or simple editing options
- Advanced media library management
- Embed and iFrame compatible pages
- Optimized for technical SEO
- Compatible with property and intelligence tools such as Localintel, GIS Webtech or GIS Planning.



Custom Designed Homepage

We build your homepage to tell the unique story of your city from top to bottom. The home page of the site will be uniquely designed around the information and content you want to feature. This will take shape after your design meeting that kicks off the project.

Universal Internal Pages

These pages within the site will have a set of options that will allow for each page to be built around the content it contains in a consistent way, but without having to custom design each page. The options designed will include: quick links, video, large and small image, tables, pull quote, image + text combo, accordions, featured statistics, PDF download buttons and any other design specific elements created for your site.

Calls To Action

With the goal of converting visits to contacts, we will design in some well-placed calls to action throughout the site. These may range from signing up for an email list to invitations to connect with Beaumont and request further information on next steps to doing business in the region Beaumont serves.

EDSuite Tools

EDSuite tools make your job as an economic developer easier than ever. Here are the ones we recommend for your site specifically:

- Major Employers
- Jobs
- Incentives
- Profiles
- News

You can find all of our tools and link to examples on live client sites from our website. Let us know if you see any other tools you would be interested in: [EDSuite.com/tools](https://edsuite.com/tools)



MAJOR EMPLOYERS

FILTER BY INDUSTRY
Select

- Aeronautics Center
• Aerospace 10,000
- Industry Plaza
• Government 8,000
- City Government
• Government 8,000
- State Center
• Government 8,000
- Health Center
• Company Headquarters 8,000
• Health Care 5,000

Industry Plaza
Government
8,000 employees

PROPERTY SEARCH

1234 Tyler Boulevard St.
Building
40 acres - 45,000 sq. ft.

1515 Whippoorwill St.
Site
10 acres - 5,000 sq. ft.

249 French Ave.
Site
10 acres - 5,000 sq. ft.

80,000 SF Industrial Building
Building
12.8 acres - 120,000 sq. ft.

Class A - Medical Office Suite Building - 2,700 sq ft
Site
10 acres - 5,000 sq. ft.

Former First National Bank
Building
20 acres - 30,000 sq. ft.

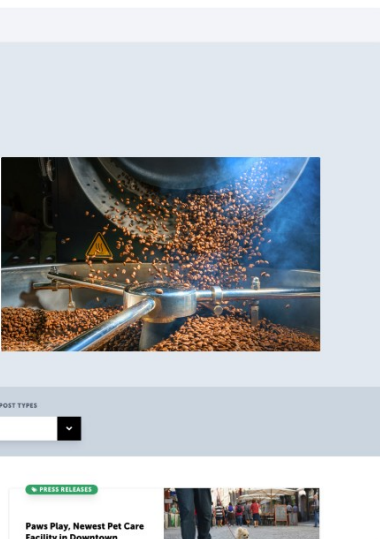
1234 Tyler Boulevard St.
1234 Tyler Boulevard St.
Aurora, TX 75612
\$120,000
Building for Sale as of June 11, 2019

Test Realtor
Realtor (132) 456-7890

Another Realtor
Realtor (132) 456-7890

EMAIL REALTORS

DETAILS
TOTAL SQ. FOOTAGE 48000 sq ft
ACREAGE 40 acres



JOB SEARCH

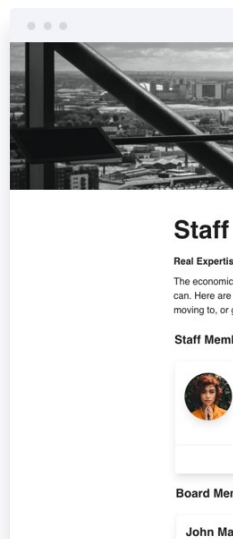
Find Your Perfect Job

Welcome to our Job Search powered by LinkedIn. From here you can begin your search for the perfect job for your skills or experience. Choose from the options below, and you will be guided through your search and then directed to LinkedIn to browse the available jobs for you in our area.

Search By...

Experience Industry

POWERED BY
LinkedIn



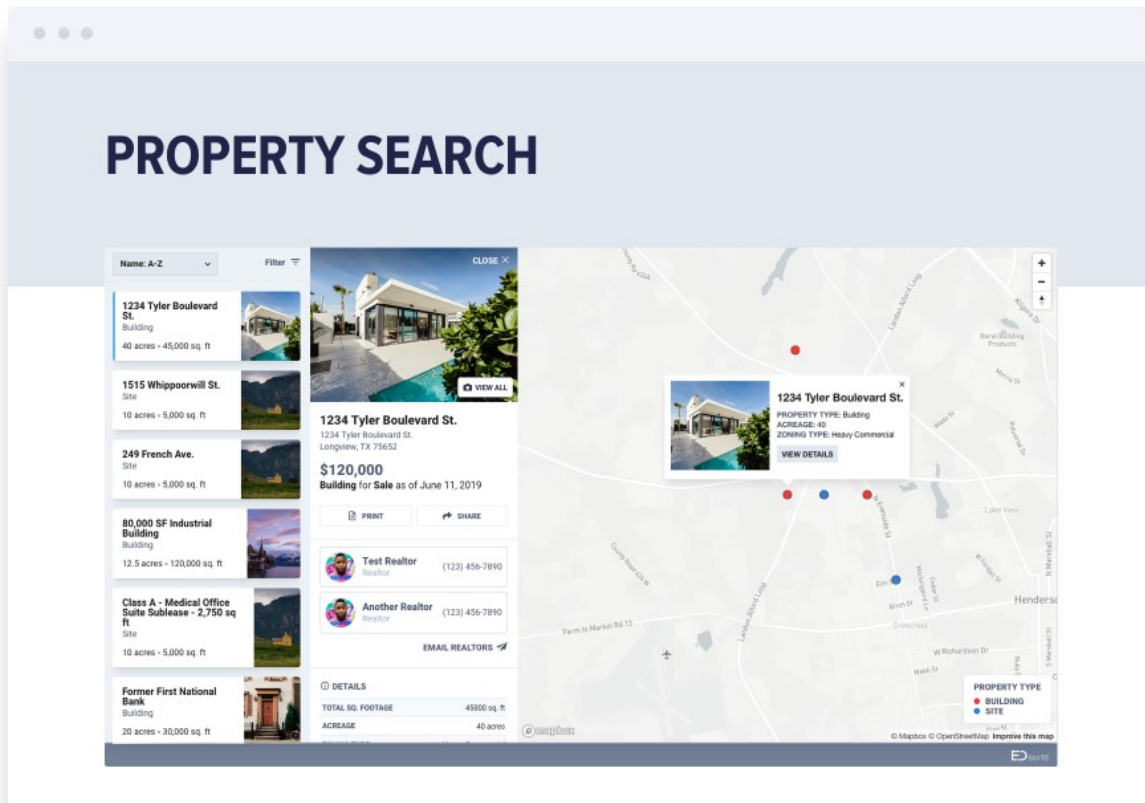
Properties Tool

EDSuite's Properties Tool is the perfect solution for communities who want to be able to list their properties in an organized and detailed way, but want to keep it simple and straight forward. This tool has all of the features that will allow you to easily list your buildings and sites in an attractive format, and for a visitor to filter and search these listings with ease. This tool is entirely manually managed as far as upkeep and ongoing listings.

Features:

- Manually managed listings controlled from the site's CMS
- Filterable listings
- Photo galleries for each property
- Direct share links
- Contact form to reach out to connected realtor or the ED

Active Site Example: SanPatricioEDC.com



CMS Features

Custom CMS

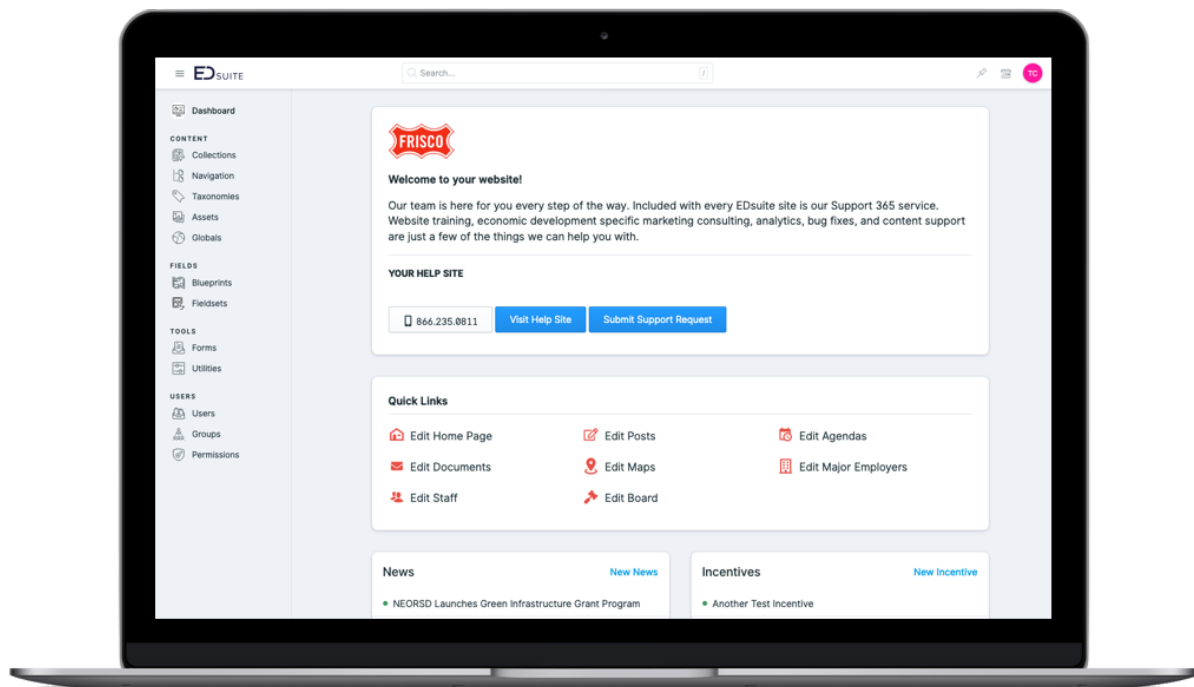
EDSuite websites run on a highly customized configuration of the Statamic CMS. Statamic provides an incredibly simple and secure content management system built on modern programming principles and frameworks including the Laravel PHP Framework. Want to learn a little more about it? Check out [Statamic.com](https://statamic.com). Your CMS gives you easy access to edit all your pages, homepage featured content, and your EDSuite tools content in a snap.

Google Analytics

EDSuite's websites utilize Google Analytics for easy monitoring of your traffic and activity. Full graphic charts and tables make it easy to see your trends and impact points on your site have been, and our client success team helps you understand and adjust your strategy over time based on the traffic patterns and feedback you get over time.

Metadata & Open Graph Control

For each piece of content and each page on your site, you have full control of your meta-titles, tags, and open graph images. These abilities will drastically improve your SEO and content sharing experience.



Content Strategy

Define Your Audience

One of the things that we have learned is that it is rare for organizations in economic development to nail down exactly who they want to talk to. So they end up making everything work for a very vague “site selector” audience or just the general interested company. We want to help you talk through who Beaumont is after and why and as close as possible outline that audience on paper in order to at least have a target for our messaging and story moving forward.

Create Key Messaging & Story Points

Once you know who you are talking to, the next step is to develop an elevator pitch, a set of advantages, and from there define a foundation for your story to be built around that will speak to those people.

Write Website Content

Building off the foundation of a defined audience and knowing what advantages will set you apart, the next step is to write your site content. We want to make sure that your new site fully tells the story of Beaumont and what you can offer to companies locating in your community.

Option 1- Your Staff Writes

Your team will be responsible for providing workable, final form content for us to input into the website once it is developed. This can be a big task, and while it saves you money if you keep it in-house it can also greatly delay a project’s completion if you cannot devote the time needed to knock it out.

Option 2- EDSuite Writes

Your team will still have a large part in gathering the data and details, but the time quoted below will allow us to put research time in on some of the topics and create readable pages out of the raw information you send our way.

Final Content Setup

Your content setup will be managed by your project manager, who will be responsible for every aspect of the content placement and launch process. Your PM will also spend time with the Beaumont staff to help them understand and best arrange the content on the site both before the design and at the point of initial setup of the site for launch. This will not take place until the site is completely programmed.

Photography

We love designing unique sites, but creating the perfect site to tell your story is very difficult without photography to support the design. However, we understand the cost can be more than you may want to bring our team in to handle photography. We want to help you keep this cost under control, so here is what we are recommending:

Photography Consulting

EDSuite offers a consulting option that would be conducted with your ED's chosen photographer and any of your staff that want to participate.

The training given will be focused on:

- How to properly shoot for web
- Photography for economic development
- Creating a complete shot list for your site



EDSuite Support 365

Once your website is live the work really begins. You have full capabilities and access to maintain your website but our client relations team is here to help any time. Whether it's a simple question or full staff training, we're ready to serve you.



You aren't just getting a little tech support with our team, you are getting a partnership with knowledgeable professionals that want to help you and your city succeed in any way they can.

Here are some of the things included in our Support 365:

- Access to EDSuite's experience with and knowledge of the economic development industry for your website and marketing related questions
- Quarterly security updates on the site's programming
- Resolution and repair of any errors, compatibility issues, bugs, or hacks that come up on the site during regular use
- Support for EDO staff with content placement and editing when needed
- Training time whenever needed for future hires or refresher courses with existing staff
- Online help center for basic operation steps related to your site and tools

Hosting

Through our partnership with Rackspace and Liquid Web, EDSuite provides a dedicated private cloud-based hosting environment. Together, we're able to offer a hosting package that will suit your needs.

- Daily full backup will be retained for 30 days and a monthly backup will be retained for 12 months
- 24/7 Premier server security & network monitoring
- Unlimited site storage space
- Unlimited Bandwidth

Support 365 is included with all of our website projects, and it ensures that our team can help you keep your investment going strong for years to come after launch.

General Terms of Contract

Accounts and Agreements: Client has requested EDSuite to perform web design, development and management services. Client agrees that the terms and conditions contained in this Agreement shall govern this account and all activities undertaken by EDSuite to provide such services to Client.

Authority: Client represents and warrants to EDSuite that all necessary corporate or other action required to authorize the Client to enter into this Agreement has been taken; that the designated representative has full authority to execute this Agreement on behalf of Client; and that the execution and performance of this Agreement does not contravene the Client's articles of incorporation, by-laws, or other organizational documents, or any agreement to which the Client is a party or by which it is bound.

Suspension of Service: EDSuite reserves the right to suspend provided services due to non-payment of charges due. Invoices for service are due within 30 days of being issued. EDSuite emails all invoices direct to Client. Accounts still remaining past due after three (3) months from invoice due date will be suspended until the account is fully paid. Client is responsible for updating EDSuite if billing address or contact email is changed.

Review of Account Statements: EDSuite will email or otherwise make account statements available to Client on request. If Client requests that EDSuite hold its mail, Client agrees that EDSuite will be deemed to have made Client's statements and items available to Client when the statement is issued. Client must promptly review statements and any accompanying items and notify EDSuite promptly in writing of any dispute or difference of account for any reason. Client must report any such irregularity promptly, and in no event later than sixty (60) days after Client's statement and items were received or otherwise made available to Client. Client's statement will be deemed to be received by Client seven (7) days after its date. Failure to report such irregularity within sixty (60) days shall preclude Client from recovering any amounts from EDSuite.

Liability and Indemnification: Client agrees that EDSuite's responsibility to the Client under this Agreement shall be limited to the exercise of ordinary care. EDSuite shall not be responsible under any circumstances to Client or any third party for delays or failures in performance caused by events beyond EDSuite's reasonable control including, but not limited to, delays or failures resulting directly or indirectly from strikes, riots, war, military or national emergencies, Acts of God, natural disasters, fire, outages of computers or equipment, or failure of transportation, communication methods, or power. EDSuite shall not be responsible for loss of site functionality, content, or complete loss resulting from, but not limited to, DDos attacks, hacking, failure to secure personal passwords, web bots, crawlers, viruses or other such incursions. Furthermore, EDSuite will not be held responsible under any circumstances for vulnerabilities in open source, custom or 3rd party purchased code within the website. Client expressly agrees that in no event shall EDSuite be liable for lost profit or any indirect, consequential, or punitive damages in connection with the services contemplated by this agreement.

Ownership: The Client retains ownership of the general website coding, website design, the domain, the photography, and the written content within the site. However, EDSuite reserves the right to maintain control of these items if an account is past due until all outstanding invoices have been paid. EDSuite retains ownership of the parts of the site considered EDtools and any custom EDSuite modules that are a part of EDSuite's customized CMS setup. In the event of a client choosing to leave EDSuite but wishing to retain their site, these tools would be removed, and the Client would be responsible for purchasing their own CMS license, arranging new hosting and support, and transferring the site to its new location away from EDSuite's servers.

Agents and Third Parties: EDSuite assumes no responsibility for the accuracy or timeliness of data supplied to EDSuite, nor for any error or delay on the part of any agent or third party used by EDSuite or Client in the provision of information or the execution of any transaction. EDSuite shall not be liable for acting in accordance with instructions from Client, agents of Client, or third parties, or for refusing to act upon requests made not in accordance with this Agreement. The Client acknowledges that information concerning the Client and the service provided may be transmitted to or through and/or stored in various locations outside of EDSuite's direct control, such as Rackspace hosting facilities. The Client authorizes such transmission and/or storage as EDSuite or any institution shall reasonably consider necessary or appropriate in the provision of services.

Support Availability: EDSuite Support 365 service allows the Client to submit requests and tickets at any time. EDSuite staff monitors these tickets to determine urgency. Unless determined urgent or requested ahead of time, tickets that are not dealing with a major website issue or downtime will be handled during normal business hours, Monday-Friday 8:00am - 5:00pm CST.

Amendment: This agreement may be amended by EDSuite for any reason. Any changes to this agreement will not be applied to the Client unless agreed to in writing by the Client.

Termination: Clients of EDSuite are not required to sign a contract of any length upon hiring EDSuite's services, therefore there is no fee assessed for a Client choosing to terminate their account with EDSuite. However, if a Client chooses to terminate service, EDSuite will not refund any fees previously paid for hosting and/or annual support licenses at the time of termination. The Client will be held liable for any and all unpaid fees and billing for services provided up to the date of termination, and must remit payment within 1 week of termination notice. EDSuite maintains the right to retain control and possession of a Client's website, coding, and domain until all unpaid fees have been returned in full.

Notices: All written notices required by this Agreement to Client shall be provided to Client at the address and/or email requested at the establishment of the contract and shall be deemed given when sent to such address/email. Client is responsible for informing EDSuite if the address or email associated with their account is changed.

BY OPENING ANY ACCOUNT WITH OR USING ANY SERVICES PROVIDED BY EDSUITE, CLIENT ACKNOWLEDGES AND AGREES TO BE BOUND BY THE TERMS AND PROVISIONS OF THIS AGREEMENT.

Project Specific Terms

Project Completion: EDSuite will consider this project complete once the approved design has been coded according to the functional scope, the content management system and EDSuite tools have been installed and tested and the link to the beta website has been provided to the Client for approval, and all other services quoted are rendered. Upon approval of the new website, the project will be considered accepted in its form, ready for content input by the responsible party. Once the content input is complete, EDSuite will be responsible for launching the website.

Early Termination: At any time during the year-to-year contract, the Client may choose to end the contract by paying any outstanding costs due. Notification must be given at least 10 business days prior to the date the annual billing is due if the Client intends to leave. Payment in full made must be made immediately upon notification being given. If a contract is ended in the middle of the billing year, the Client will not be refunded for any support or tools costs which have been paid for that year. Additionally, if the Client fails to notify EDSuite prior to the due date for the annual billing, the Client will be responsible for paying any incurred costs of service up to the actual point of termination in regards to support and hosting.

Payment Terms

50/50 Payment w/ 3 Year Support 365 Contract: With the 50/50 project payment your costs (including your first year's annual costs) will be split into two parts. 50% will be due on the signing of the contract, and 50% will be due on project completion. Your Support 365 contract will begin on launch of the site, and your annual costs will be due on the anniversary of that launch. City of Beaumont CA is agreeing to a 3 year contract for EDSuite to support this website. All annual costs will remain locked in for those 3 years starting at launch of the website.

EDSuite Quote

Content Strategy

- Content Creation (50 hours) \$4,250
- Photography (Consulting Only) \$400

Website

- Website \$16,630
- EDSuite Properties \$3,000

EDSuite Support 365 (Annual) \$4,000

Total Initial Investment \$ _____

Payment Plan

50/50 - The 50/50 payment term is structured with a 50% deposit upon agreement and the final 50% of the project upon delivery of completed product. This does not include social media services, which will be billed 90 days at a time when they begin. Support 365 Contract is a 3 Year agreement post launch.

Payment Schedule

	Initial Investment	Annual Costs	Total Due
On Signing	\$10,790	-	\$10,790
On Launch- Year 1	\$10,790	\$4000	\$14,790
Following Years	-	\$4,000	\$4,000

Pricing is good for 180 days from April 13, 2022. All included EDSuite Terms & Conditions do apply.
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Thank You.

Do you have questions or need us to make changes?

Joel Soape
President, EDSuite

o. 866.235.0811
c. 903.746.9431
Joel@EDSuite.com



Staff Report

TO: City Council

FROM: Sean Thuilliez, Chief of Police

DATE: May 17, 2022

SUBJECT: **Purchase of Battery-Operated Extrication Equipment in the Amount Not to Exceed \$43,432.77 from Western Extrication Specialists, Inc.**

Background and Analysis:

The City of Beaumont experiences numerous vehicle collisions that often require medical aid to respond to the scene. In addition, Interstate 10 and State Route 60 Freeways, along with Highway 79, all travel through the City of Beaumont. Due to the high vehicle density in Beaumont, Fire Station 66, which is staffed with an engine and a squad, responds to other collisions both on the highways and in the City. In 2021, Fire Engine 66 responded to 429 traffic collisions and Fire Squad 66 responded to 206 traffic collisions.

There are times when the collisions cause the occupants to be trapped or impinged inside the vehicle due to either the severity of the impact, a roll-over, or the vehicle rolls down an embankment. Due to this potential, each fire engine is equipped with specific extrication equipment. Many times, a fire engine equipped with extricating equipment is committed to other emergencies and is not able to respond in a timely manner. To avoid such situation, City staff is requesting to equip Fire Squad 66 with a full set of extrication tools. The squad vehicle has more flexibility to break away from active calls to respond to collisions.

The equipment proposed for purchase is battery operated and allows for rapid deployment once at the scene of a trapped victim. It also makes for easy access to victims who may be trapped in a vehicle which has crashed over the side of a hill.

Holmatro makes a full set of Electric (Battery Powered) extrication tools. These new tools perform to the new vehicle technology and are better to use in certain emergencies. These emergencies include vehicles that are off the roadway where a rope rescue is needed, or in a resting position where it is difficult for managing the

hydraulic hoses and heavier tools in confined spaces. This set is ideal for the uses of Fire Squad 66.

This same equipment has previously been procured through the County of Riverside through Western Extrication Specialists. The City is able to ensure a price match and equipment consistency throughout the local service area by purchasing through Western Extrication Specialists as well.

Fiscal Impact:

The total cost for purchasing the equipment is \$43,432.77 and will be funded from account 100-2100-0000-7070.

Recommended Action:

Approve the purchase of the Holmatro Battery-Operated Extrication Equipment from Western Extrication Specialists for a total of \$43,432.77.

- PSP 40 Spreader,
- PCU50 Cutter,
- PTR Telescoping Ram,
- TRE05 Extension Pipe (for Ram),
- Battery,
- Battery Charger,
- Pulling Chain, and
- Pulling Chain Attachment Set.

Attachments:

- A. Invoice

Western Extrication Specialists, Inc.

P.O. Box 1065
 Simi Valley, CA 93062
 +1 8056247475
 http://www.holmatro-westx.com



Western Extrication Specialists

Price Quote

ADDRESS

Todd Hopkins
 Cal Fire Riverside - Beaumont
 550 E. 6th Street
 Beaumont, CA 92223 US

SHIP TO

Todd Hopkins
 Cal Fire Riverside -
 Beaumont
 550 E. 6th Street
 Beaumont, CA 92223 US

PRICE QUOTE # 1902**DATE 02/02/2022****EXPIRATION DATE 06/30/2022****TECH/SALES REP.**

Michael Porper

DATE	ARTICLE NUMBER	DESCRIPTION	QTY	RATE	AMOUNT
	159.000.064	PSP40 SPREADER	1	13,341.00	13,341.00T
	159.000.063	PCU50 CUTTER	1	12,917.00	12,917.00T
	159.000.207	PTR50 TELESCOPIC RAM	1	10,759.00	10,759.00T
	151.001.902	TRE05 EXTENSION PIPE	1	1,031.00	1,031.00T
	151.000.583	PBPA287 BATTERY	5	760.00	3,800.00T
	151.000.742	PBCH2 BATTERY CHARGER 120VAC	1	603.00	603.00T
	150.582.152	PULLING CHAIN SET 3/8"	1	402.00	402.00T
	150.182.274	PULLING ATTACHMENT SET SP5240/50	1	1,419.00	1,419.00T

This estimate is for a set of Holmatro's Pentheon battery powered tools and accessories. This price includes the 10% discount given to the San Jacinto Unit as well as the Riverside County Fire Department.

SUBTOTAL	44,272.00
DISCOUNT 10%	-4,427.20
TAX	3,087.97
SHIPPING	500.00
TOTAL	\$43,432.77

Accepted By

Accepted Date



Staff Report

TO: City Council
FROM: Sean Thuilliez, Chief of Police
DATE May 17, 2022
SUBJECT: Disposal of Surplus Property

Background and Analysis:

The Beaumont Municipal Code Chapter 3.03.010 specifically states, in part, that the duties of staff include the disposition of personal property in any lawful manner provided that the disposition is for the common benefit of the City's residents and that a formal declaration shall not be required.

Approximately 14 years ago the City purchased several items of fitness equipment for City employee use on City property, currently located in Building C. This equipment has aged and has little monetary value after years of depreciation. There is an urgency to have this equipment moved out of its current location of Building C to provide a temporary workspace for the Police Department to accommodate current workspace needs and uniform/safety equipment donning and doffing.

All of the fitness equipment has been reviewed for possible reuse prior to requesting disposal. The police department has determined there is no desire to move this equipment into a different facility for further use and will not adequately serve employee needs in the future police facility.

The Police Department has conducted its due diligence to dispose of the property and also attempt to attain some revenue for the City in the process. The department requested PropertyRoom.com to determine their interest in auctioning of the property, however, their requirements to break down the equipment and pre-package for pickup was too extraneous. City staff then contacted regional secondhand gym equipment dealers of which only one responded and requested photographs of the equipment. Once the photographs were sent, that person did not respond back to staff with interest in the equipment.

City staff is recommending City Council approval of an auction process through PublicSurplus.com. The proceeds of the auctioned items will be allocated to the General Fund. The items to be auctioned are listed in Attachment A.

Fiscal Impact:

There is no negative fiscal impact to the City, as the equipment has depreciated substantially since the initial purchase. All proceeds will be allocated to the General Fund in accordance with the Beaumont Fixed Asset Policy.

Recommended Action:

Approve the auctioning of listed surplus property through PublicSurplus.com and the disposal of any unsold items.

Attachments:

- A. Inventory List

Attachment A

- 1 Elliptical
- 1 Total Gym Supra Pro
- 1 Preacher Bench
- 1 Full set of Olympic Plates
- 1 Half set of Olympic Plates
- 1 Full set of dumbbells (One broken 70lb)
- 1 Olympic Barbell
- 2 Stationary Bikes
- 1 Olympic EZ Bar
- 1 Rogue Abram HD
- 2 Promaxima Towers, with leg press
- 1 Rower
- 1 Bench
- 1 Promaxima Cable Column/Pullup
- 1 Dip/pullup stand
- 1 Leg raise stand
- 2 Treadmills, (1 not working)
- 1 Golds Gym adjustable bench
- 1 Golds Gym adjustable bench press stand
- 6 Gym floor mats
- 1 Dumbbell rack
- 1 Olympic plate tree stand
- 2 Low profile floor seats
- 1 full set, adjustable box steps
- 5 Barbell Collars
- 1 Box of miscellaneous pads, jump ropes, and a back brace.



Staff Report

TO: City Council
FROM: Sean Thuilliez, Chief of Police
DATE: May 17, 2022
SUBJECT: Police Department Perimeter Fencing and Security Improvements

Background and Analysis:

The Police Department currently operates out of a facility opened in 1989 and inadequately serves the department in many areas including perimeter security and parking space needs.

Over the years there have been many intrusions into the secured vehicle parking areas of the Police Department. In a three-week period in February 2022 alone, there have been two incidents of intrusion into the secured parking area. One incident involved a person breaching the fence, armed with a machete and replica firearm. Another incident included a person experiencing a mental health crisis which included a confrontation with a sworn member. Previously, an incident involved a suspect breaching the perimeter to steal from officers' personal vehicles.

The secured parking lot can no longer accommodate the police fleet and secured parking for staff members. Secured parking is imperative for staff safety as many of Police Department employees are civilian and utilize the parking lot at all hours with various work shifts. Staff has found it increasingly necessary to find ways to better protect employees and department property. Staff is recommending the following measures to make the facility more secure:

Chain-Link Fence Replacement with Wrought Iron

A large portion of the Police Department perimeter is secured by a six (6) foot chain-link fence, which is easily scaled and vulnerable to unauthorized access. Wrought iron fencing will provide more security and long-term durability. Staff recommends replacing the chain-link fence with wrought iron fencing, eight-feet in height with curved spear tops to deter attempted entry. This wrought iron will be installed on 911 feet of the Police Department perimeter and on the south side alley way entrance and west side alley perimeter.



Addition of Top Rail to Block Walls

There is approximately 251 feet of block wall surrounding the Police Department. Staff is recommending the addition of top rail to the block wall to match the height of the proposed wrought iron.



Addition of Ornamental Spikes to Vehicle Entry Gates

The vehicle entry gate is also vulnerable to unauthorized access. Options of installing larger gates have been explored but was determined that the best option to address the issue is to add a strip of ornamental spikes to the top of the existing gates as a deterrent. Approximately 50 feet of spikes would be welded on top of the existing vehicle access gates.



Security Camera Upgrade

Staff is recommending an upgraded security camera system to replace the current dated system and add cameras for additional security of the property.

Additional Secured Parking in Civic Center Parking Lot

To address the limited parking space for staff, police vehicles, and other emergency equipment, a small portion of the Civic Center parking lot is being requested to be used for additional secured parking. Staff is proposing approximately 11,570 square feet of the Civic Center parking lot adjacent to the Police Department be used for secured parking with a wrought iron perimeter and one roll gate entrance.

An informal bid process was conducted in accordance to Beaumont Municipal Code Section 3.01.090 Informal Bidding Procedure for Non-Public Projects for the perimeter fencing improvements. Mesa Fence Company was the only contractor to submit a bid for consideration. All other contractors declined to submit a bid. The I.T. Department obtained quotes for the security camera upgrade portion of the project.

Mesa Fence Company has submitted a bid in the amount of \$110,656 to remove and install the upgraded fencing, including the proposed Civic Center parking area. CDW-G has provided a quote of \$11,449.76 for a security camera upgrade.

Fiscal Impact:

This project has been included as a line item within the budget amendment item presented at this meeting. The cost for the Police Department perimeter security enhancement will be paid out of General Fund Account 100-600-8014. Removal and

installation of perimeter fencing will be \$110,656 and upgrades to the security cameras are quoted to be \$11,449.76.

Recommended Action:

Approve the acquisition of 11,570 square feet of the Civic Center parking for additional secured parking,
Approve a Public Works Agreement with Mesa Fence Company for upgraded perimeter security fencing for the Police Department in an amount not to exceed \$110,656, and
Approve the purchase of upgrades to the security camera system in the amount of \$11,449.76.

Attachments:

- A. Public Works Agreement with Mesa Fence
- B. Public Works Contract
- C. Mesa Fence Company Bid Proposal
- D. CDW-G Quote
- E. Diagram of Wrought Iron Fence Proposal

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and effective _____, 2022, by and between the City of Beaumont, a municipal corporation (“CITY”), and _____ (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the _____ (hereinafter “Project”). CITY’s Invitation for Bids (“Invitation”) for the Project, dated _____, 2022, and CONTRACTOR’s Bid in response to the Invitation, dated _____, 2022, are attached hereto as Exhibits A and B, respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation. In the event that any terms of the Bid are different from the Invitation for Bids, the Invitation for Bids shall control. Any additional terms in the Bid that purport to bind the City to any additional terms not contained in this Agreement and related attachments shall not be binding on the City.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the CITY, the Construction Manager, the Engineer, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the CITY, the Construction Manager (if any), and the Engineer on account of delay, hindrance, interference or other events.

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR’s work on the Project shall be completed within durations established for the individual activities. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the CITY or Construction Manager, if a Construction Manager is employed by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

III. THE CONTRACT SUM

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of _____ (\$_____).

IV. PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Engineer by the CONTRACTOR and Certificates for Payment issued by the Engineer, the CITY shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions, which are fully incorporated into this Agreement by this reference.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this

agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

VI. PREVAILING WAGES

- A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the “General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County. Wage rates shall conform with those posted at Beaumont City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 2. Section 1777.4 - Apprenticeship Requirements.
 3. Section 1777.5 - Apprenticeship Requirements.
 4. Section 1813 - Penalty for Failure to Pay Overtime.
 5. Sections 1810 and 1811 - Working Hour Restrictions.
 6. Section 1775 - Payroll Records.
 7. Section 1773.8 - Travel and Subsistence Pay.

VII. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

VIII. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the CITY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Engineer.

IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

X. INSURANCE

Prior to the beginning of and throughout the duration of the Project, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Attached hereto as Exhibit C are copies of Certificates of Insurance and the waiver of subrogation endorsement as required by Section 6.B.1. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

A. Types of Insurance

Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

1. **General liability insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

2. **Automobile liability insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

3. **Umbrella or excess liability insurance.** If CONTRACTOR is using umbrella coverage to meet part of its liability insurance requirements under Paragraph 1 of this Section, CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury, completed operations and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:
 - A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - Pay on behalf of wording as opposed to reimbursement;
 - Concurrency of effective dates with primary policies;
 - Policies shall “follow form” to the underlying primary policies; and
 - Insureds under primary policies shall also be insureds under the umbrella or excess policies.

4. **Workers’ compensation insurance.** CONTRACTOR shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

- 5. Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

- 6. Builder's risk insurance.** Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the CITY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and CITY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement

value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sublimits and shall be submitted to the CITY prior to commencement of construction.

B. Other provisions or requirements

1. **Proof of insurance.** CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
2. **Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
3. **Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
4. **CITY's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.

- 5. Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.
- 6. Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- 7. Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
- 8. Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- 9. Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- 10. Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

- 11. Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
- 12. Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- 13. Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.
- 14. CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.
- 15. Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
- 16. Timely notice of claims.** CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- 17. Additional insurance.** CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XI. CONTRACTOR'S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

XII. REGISTRATION REQUIREMENTS

A. Pursuant to Section 1771.1(a) of the Labor Code:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

C. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the CITY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XIII. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that _____ whose title is President is authorized to act for and bind the corporation.

XIV. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XV. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:
1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated.
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.
- C. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

XVI. COMPONENT PARTS OF THE CONTRACT

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- | | |
|--|---|
| <input type="checkbox"/> Notice Inviting Bids | <input type="checkbox"/> Information Required of Bidder |
| <input type="checkbox"/> Scope of Work Summary | <input type="checkbox"/> Construction Services Agreement |
| <input type="checkbox"/> Information for Bidders | <input type="checkbox"/> Certificate Regarding Worker's |
| <input type="checkbox"/> Bid Form | <input type="checkbox"/> Compensation |
| <input type="checkbox"/> Non-Collusion Affidavit | <input type="checkbox"/> Drug-free Workplace Certification |
| <input type="checkbox"/> Site Visit Certification | <input type="checkbox"/> Plans and Specifications |
| <input type="checkbox"/> Faithful Performance Bond | <input type="checkbox"/> Addenda |
| <input type="checkbox"/> Labor and Materials Payment Bond | <input type="checkbox"/> Drawings |
| <input type="checkbox"/> General and Supplemental Conditions | <input type="checkbox"/> Change Orders |
| <input type="checkbox"/> Special Conditions | <input type="checkbox"/> Shop Drawing Transmittals |
| <input type="checkbox"/> Project Construction Schedule | <input type="checkbox"/> Contractor's Certificate Regarding |
| <input type="checkbox"/> Proposed Subcontractors | <input type="checkbox"/> Non-Asbestos Containing Materials |
| <input type="checkbox"/> Bid Bond | |

All of the above named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

XVII. ENTIRE CONTRACT

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

[Signatures on following page.]

SIGNATURE PAGE TO
CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT

CITY:

CITY OF BEAUMONT

By: _____
Lloyd White, Mayor

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

EXHIBIT "A"

CITY'S INVITATION FOR BIDS

(Insert behind this page.)

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

EXHIBIT "B"

CONTRACTOR'S Bid

(Insert behind this page.)

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT

EXHIBIT "C"

Insurance Certificates and Endorsements

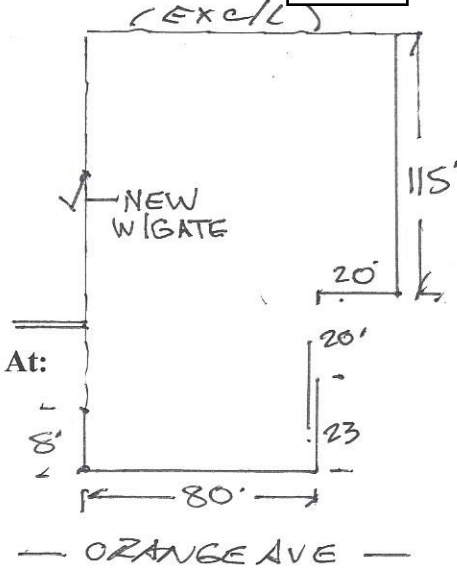
(Insert behind this page.)

PROPOSAL
MESA FENCE CO. INC

Date: 4-11-2022 Item 15.

Residential/ Ranch/ Commercial

1303 W. Oleander Ave, Perris, Ca. 92571
Cell-951-830-1696/Fax 657-1179
Lic. #954583
John Cooke
www.mesafenceco.com



Proposal Submitted To:

Name Beaumont Police Department
Street 660 Orange Ave
City Beaumont
State CA
Phone 951-769-8500

Work To Be Performed At:

Street
City
State Ca
Date of Plans

We hereby propose to furnish the materials and perform the labor necessary for the completion of installing 8' & 2' tall iron fence as follows:

#1- Remove 850' existing 6' tall chain link fence and haul away. This would include installing 615' of temp fence next to the school.
TOTAL, \$ 3,800.00

#2- Install 911' of 8' tall straight spear top iron fence, with 1-4' man gate (next to building) and 1-16' roll gate (at alley). Cost would also include 251' of 2' tall iron fence, to match 8' fence, on top of walls and spear top fence on top of 2-25' roll gates.
TOTAL, \$ 85,743.00

Materials are as follows: 2 1/2" x 11 ga x 10' posts, set in concrete. Panels are 94" x 94" spear top (see attachment). All material is pre-galvanized and powder coated black. Panels are bolted to the posts with self-tapping screws. Fence on wall will be bolted to the top of the wall and gate height extension will be welded on. Complete job will take approximately 10 day to install.

ALTERNATE BID: Install 286' of 8' fence to match above, with 1-20' roll gate at adjacent parking lot. This would include bolting the posts to the concrete with galvanized flanges, welded to the posts. Gate track would be bolted to the concrete as well.
TOTAL, \$21,113.00

Totals include prevailing wages. (If not needed, please call for lower Totals.)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Dollars \$ 110,656.00

With payments to be made as follows: NET 30 IF ACCEPTABLE, PLEASE SIGN AND RETURN. THANK YOU.

Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire and all other liability insurance on above property. M.F.CO. Inc. is not responsible for damage to unmarked utilities, including sprinklers. Workmen's Compensation and Liability Insurance on above work to be taken out by: M.F.CO.INC

NOTICE: Cancellation of proposal must be given in writing no less than 1 week prior to work commencing. A 10% fee for restocking of material will be applied if notice is not given.

Respectfully submitted:
Per. MESA FENCE CO. INC.

NOTE- This proposal may be withdrawn by us if not accepted within: 15 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Date _____ Signature _____
Signature _____

Shipping Delays: Due to global supply chain constraints, delivery on some items may be delayed. [Learn More](#)



Hardware Software Services

Notifications

Account

Cart

Homepage

Order Management >

Saves & Favorites >

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YOUR ACCOUNT MANAGER IN



Rashaad Boyd

rashaad.boyd@cdwg.com

P (847) 968-9042

F (847) 419-6606

[My Account Team](#)

Quote # 1C7R6LP

Description: PD CAMERA UPGRADE

Created Date: 05/04/22

Status: Open

Last Edited Date: 05/04/22

Requested By: JAMIE SALAS

Customer Notes:

Ship to:

BEAUMONT PD
ATTN: JAIME SALAS
550 E 6TH ST
BEAUMONT , CA 92223-2253

Billed to:

CITY OF BEAUMONT
ATTN: ACCOUNTS PAYABLE
550 E 6TH ST
BEAUMONT , CA 92223-2253
(951) 769-8520

Shipping method:

Drop Ship Ground

Payment method:

Select payment method during checkout.

Quote Summary

Subtotal \$10,626.23

*US Tax \$823.53

Shipping \$0.00

Grand Total \$11,449.76



*Tax may change if this quote is amended by your account manager.

Checkout

Add to Cart

Product Details

ITEM	AVAILABILITY	PRICE	QUANTITY
------	--------------	-------	----------

ITEM	AVAILABILITY	PRICE	4.0
 <p data-bbox="570 191 927 247">Cisco Meraki Varifocal MV72 Outdoor HD Dome Camera With 256GB Storage - net</p> <p data-bbox="570 264 727 327">MFG Part: MV72-HW CDW Part: 5357675 UNSPSC:</p>	<p data-bbox="954 191 1117 216">Item Backordered</p> <p data-bbox="954 222 1192 264">This item will ship once it is in stock.</p>	<p data-bbox="1230 191 1317 216">\$1,108.22</p> <p data-bbox="1230 222 1430 289">Pricing Option Applied: California Cisco NVP Data Communications AR3227</p>	4.0
 <p data-bbox="570 415 824 472">Cisco Meraki MV22 - network surveillance camera - dome</p> <p data-bbox="570 489 737 552">MFG Part: MV22X-HW CDW Part: 5977984 UNSPSC:</p>	<p data-bbox="954 415 1062 441">4-6+ Weeks</p> <p data-bbox="954 447 1203 514">Expected in-stock date for this item is between 4-6 weeks. Item will ship once it is in stock.</p>	<p data-bbox="1230 415 1317 441">\$1,238.67</p> <p data-bbox="1230 447 1430 514">Pricing Option Applied: California Cisco NVP Data Communications AR3227</p>	5.0

WE GET GETTING RESULTS

With full-stack expertise, CDW helps you design, orchestrate and manage technologies that drive business success.

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Contact An Expert: P 800.808.4239 | Email Us

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Official Technology Solutions Advisor of the PGA TOUR



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BBB Rating: A+

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Staff Report

TO: City Council
FROM: Elizabeth Gibbs, Interim City Manager
DATE May 17, 2022
SUBJECT: Establishing 2 x 2 Committee Meetings for Recycled Water

Background and Analysis:

At the City Council meeting of May 3, 2022, a presentation was given by Albert A. Webb Associates on the Recycled Water Project at the Wastewater Treatment Plant. The discussion included confirmation that the City will in fact be producing recycled water by the end of 2022.

Because the City is not a permitted distributor of recycled water, the next steps in this project will likely need to include the Beaumont Cherry Valley Water District and/or the San Geronio Pass Water Agency. Both agencies had representatives from their respective boards at the meeting and several of those representatives spoke during the item's public comments. The consensus of the public and City Council was moving forward with a cooperative effort of all stakeholders involved in providing recycled water, as required by the Santa Ana Regional Water Quality Control Board.

To that end, direct and frequent communication must take place between the elected officials from each agency. To that achieve that goal, 2 x 2 committee meetings are suggested until such time as the agencies have an agreed upon plan. City Council recently appointed Mayor White and Mayor Pro Tem Martinez to a recycled water subcommittee to represent the City on all matters related to recycled water. Staff recommends City Council reaffirm those appointments and direct staff to schedule meetings with each agency, individually.

Fiscal Impact:

None.

Recommended Action:

Staff recommends City Council reaffirm Mayor White and Mayor Pro Tem Martinez to a 2 x 2 committee on recycled water and direct staff to schedule individual meetings with two elected officials from, Beaumont Cherry Valley Water District and San Gorgonio Pass Water Agency.



BILLING DEPARTMENT
accounting@sbemp.com

REPLY TO:
Palm Springs, California

May 9, 2022

CITY OF BEAUMONT PROFESSIONAL SERVICES THRU: 4/30/2022

TOTAL DUE: \$126,393.45

Sincerely,
SBEMP, LLP

By: Accounting Department

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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Telephone 760-322-2275
Facsimile 760-322-2107

May 9, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*AIG

Professional services through: 4/17/2022:

Invoice # 71267

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	\$25,439.50

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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May 9, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Delgado

Professional services through: 4/30/2022:

Invoice # 71268

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	\$1,677.50

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May 9, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Fortier

Professional services through: 4/30/2022:

Invoice # 71269

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$8,478.00</u>

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May 9, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Gregg

Professional services through: 4/30/2022:

Invoice # 71270

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	\$12,650.00

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May 9, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Iloputaife

Professional services through: 4/30/2022:

Invoice # 71271

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$3,884.50</u>

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May 9, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Lee

Professional services through: 4/30/2022:

Invoice # 71272

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$26,182.05

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May 9, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*NortonRose

Professional services through: 4/30/2022:

Invoice # 71273

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$7,232.50

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May 9, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Peters

Professional services through: 4/30/2022:

Invoice # 71274

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$302.50

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May 9, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Police Dept

Professional services through: 4/30/2022:

Invoice # 71275

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$1,601.30

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May 9, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Richey

Professional services through: 4/30/2022:

Invoice # 71276

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$898.50</u>

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May 9, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Urban Logic

Professional services through: 4/30/2022:

Invoice # 71277

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$6,312.50

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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May 9, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-NobleCreekRev

Professional services through: 4/30/2022:

Invoice # 71278

	<u>Amount</u>
<u>BALANCE DUE – PLEASE SUBMIT PAYMENT:</u>	<u>\$3,537.20</u>

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May 9, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-OverRetainer

Professional services through: 4/30/2022:

Invoice # 71279

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$20,697.40

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May 9, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Retainer

Professional services through: 4/30/2022:

Invoice # 71280

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$7,500.00</u>

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#ACITYELEVATED

DEPARTMENT PROJECTS

SCHEDULE UPDATES

April 2022

CITY CLERK

City Clerk's Office Project Status



Laserfiche Cloud Server Project – A migration of Laserfiche data from a retiring server to a cloud-based system for overall stability and more reliable access to electronic records.

Records Indexing/Filing – A complete indexing of all records within the City Clerk’s office and implementation of a new filing system to be categorized in a user-friendly structure and format.

2022 Municipal Election – The 2022 Municipal Election will have five seats up for election (three Council Members, Treasurer and City Clerk). Nomination Period opens on July 18th.

Laserfiche Cleanup – A restructure of folders within Laserfiche to replicate the new filing system being established for ease of locating documents. A full audit of the documents will be conducted to be in accordance with the adopted retention schedule policy.

Public Records Requests for the Month

Requestor	No. of Requests	Date Received	Response Date	Response Update	Status	Staff Time	
						Allocated	Used
S. Pobe	1	Apr 4, 2022	Apr 4, 2022		Complete	.50 hr	
K. Sigman	1	Apr 4, 2022	Apr 7, 2022		Complete	.50 hr	
ACQ Data	1	Apr 6, 2022	Apr 6, 2022		Complete	.50 hr	
L. Uremovic	3	Apr 11, 2022	Apr 12, 2022		Complete	1 hr	

B. Semones	1	Apr 11, 2022	Apr 12, 2022		Complete	.50 hr
K. Mort	1	Apr 13, 2022	Feb 13, 2022		Complete	.75 hr
D. Mason	1	Apr 20, 2022	Apr 20, 2022		Complete	1 hr
M. Nelson	2	Apr 20, 2022	Apr 20, 2022		Complete	.75 hr
S. Intl	1	Apr 25, 2022	Apr 25, 2022		Complete	.50 hr
J. Munoz	2	Apr 25, 2022	Apr 25, 2022		Complete	.75 hr

No. of Requests	No. of Completed Requests	Staff Time Allocated
14	14	6.75 hrs

COMMUNITY DEVELOPMENT



COMMUNITY DEVELOPMENT UPDATE Ending April 2022

- Housing Element Update (Project CD-02)
 - Housing Element is in for final review with the State of California HCD
- Zoning Code Updates (Project CD-01)
 - Accessory Dwelling Unit Ordinance will follow the Housing Element Update to comply with State law
 - Objective Design Guidelines will follow approval of the Housing Element in
- Planning Commission – Next Meeting is **May 24, 2022**
- Fire – ending April 2022
 - 14 Fire Plan reviews conducted
 - 64 Building Plan reviews conducted
 - 1 Public Works Plan review conducted
 - 31 Planning case reviews conducted
 - 118 Construction inspections
 - 8 Non-State Mandated life safety inspections
 - 30 State mandated life safety inspections
 - 5 miscellaneous inspections and follow-ups
- Code Enforcement – ending April 2022
 - 21 cases opened in the month of April
 - 29 Inspections resulting in no cases opened
 - 4 cases closed
 - Started weed abatement process, sending out notifications and subscription service renewals
- Building and Safety Department Data for year end
 - <http://www.ci.beaumont.ca.us/DocumentCenter/View/2428>
- Planning Project Data for April 2022
 - DRC Reviewed 17
 - 38 new Planning applications were received
 - 30 plan check were conducted



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	In review, Scoping Meeting held 10/7/21 DEIR released	June 28, 2022	July 19, 2022
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	2023
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	2022	2022
CUP2022-0065	4.14.22	Jack Lanphere	311 E. 1st Street	Ziggi's Coffee	Staff review	Summer 2022	NA
PP2022-0427 TPM38233	2.1.22	Beaumont Land Partners	e/s Xenia s/o 8th St	220 apartment units on 10.9 acres	Staff review, CEQA in process	Late 2022	NA
SP2022-0008 TPM38232	3.21.22	Brixton Capital/RRM Design	Best Buy Center 2nd Street	Divide site into 10 lots, amend various components of the SP	Staff review, revisions underway	Summer 2022	Summer 2022
PP2022-0455 V2022-0105-0107	4.7.22	Oak Valley UCC LLC	SWC OVPI/Beaumont Ave	2 story bldg, w/underground parking for office, medical & professional	Staff review, CEQA underway	Fall 2022	NA
ENV2022-0011							
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	Late 2022	Late 2022



PP2019-0222 PM2019-0006 CUP2019-0037 & 38	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	Project revisions underway	NA	NA
TTM 328500		Mo Behzad & Hamid Roknian	s/o Potrero e/o Manzanita Park Rd	~ 95 lot SFR subdivision	Staff review of plans, applicant revisions, environmental constraints being addressed	NA	NA
SP2022-0006 CUP2022-0062 PP2022-0422 PLAN2022-0725	1.18.2022	Walmart	Walmart 2 nd Street	Proposed fuel station	Staff review of plans, CEQA in process	Late 2022	Late 2022
INACTIVE PROJECTS							
CUP2020-0045	03/27/2020	Ramona's Mexican Restaurant	Ramona's Mexican Restaurant	Ramona's Custom Brews	Comments sent to applicant, pending revisions, On Hold per applicants request	Inactive	NA
CUP2020-0052	08/04/2020	Carrie Long	60 S. Palm	Pet Resort (Kennels & related facilities)	pending WQMP submittal	On Hold	NA
CUP2017-0001	05/24/2017	Colorado River Mobile Homes, LLC	36805 Brookside Ave.	Brookside RV Storage	Continued at applicants request	Continued indefinitely per applicants request	NA
CUP2021-0058		Hemet Valley Monuments	506 Wellwood	Hemet Valley Monuments	Continued indefinitely per applicants request	On Hold	NA

Filing Pending

Location	Description
Oak Valley Parkway & Golf Club Drive	Restaurants & Retail Center

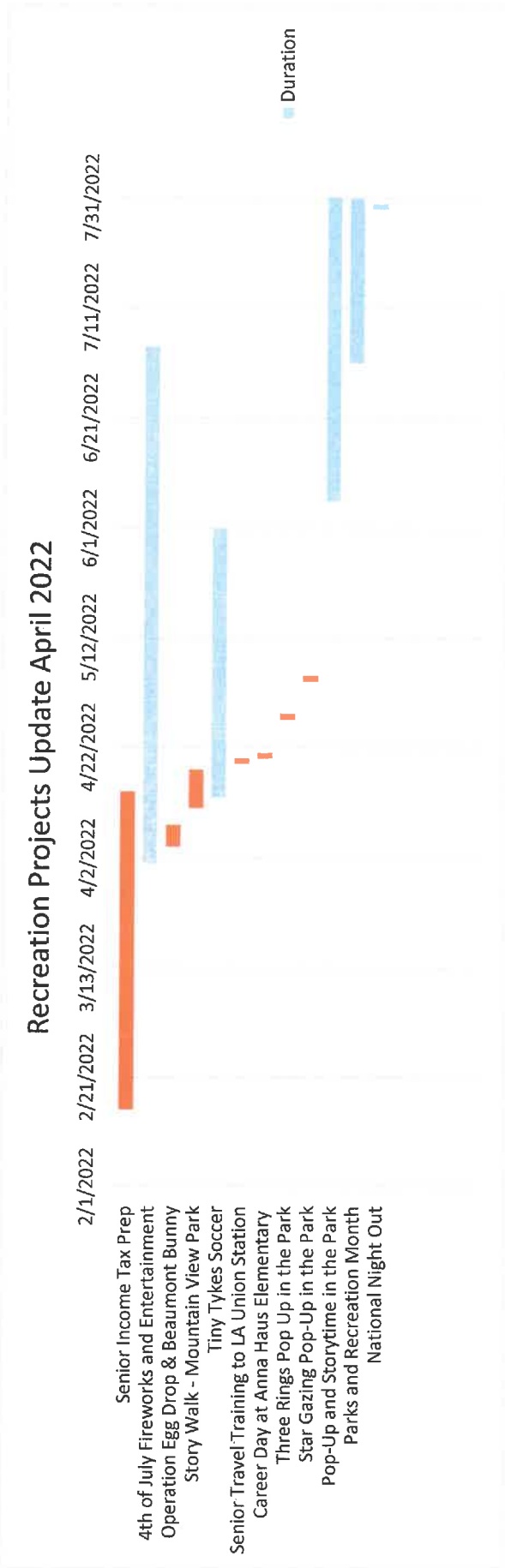


Starbucks Sign Program	4th Street
Olivewood Commercial Development	n/o SR 60 w/o Potrero
Winter Pine Care Facility	E/o Palm Ave on the n/s of Winter Pine
Dog Boarding Facility	
TTM33277	
Beaumont Market Place (SPA & TPM)	NWC 2nd Street and Highland Springs
Liquor License	633 Highland Springs
Richmond American Homes	
Tentative Tract Map SFR	11th and Michigan



COMMUNITY SERVICES

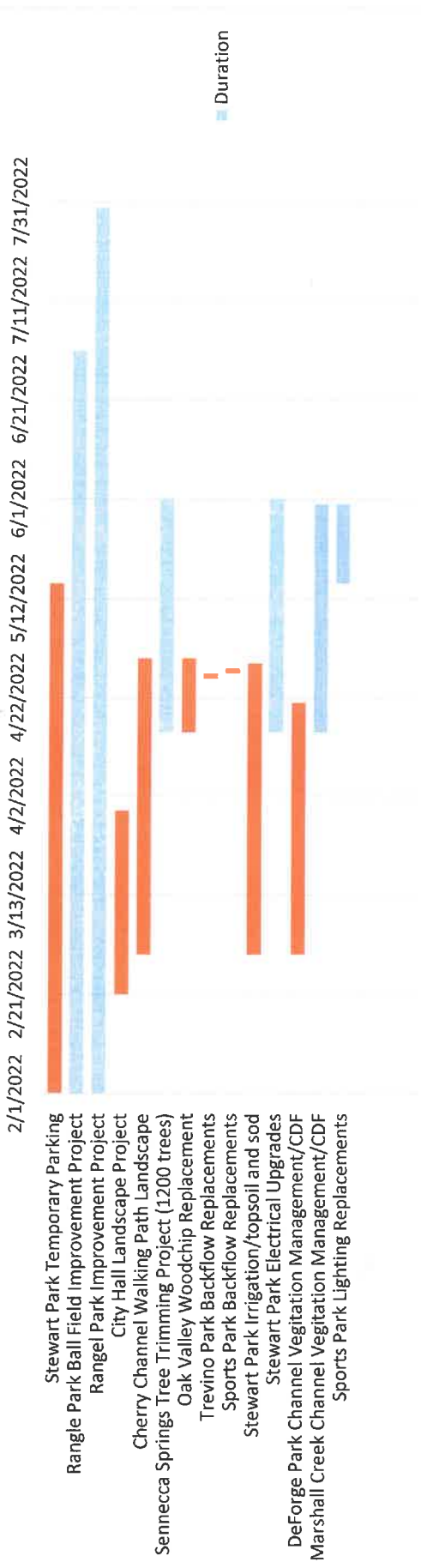
Community Services Department Updates – April 2022



Recreation Division Highlights

- Hosted a Pop-up at Three Rings Ranch to gather community feedback on future playground equipment color and structures. Winning color combo was blue/tan. Accessory structure choice was the standup spinner. 111 votes received at event
- Career Day at Anna Haus highlighted our grounds department with various equipment.
- Travel Training to Union station with 9 seniors
- Published an Easter themed story walk at Mountain View Park in Sundance
- Beaumont Bunny visited 42 homes during Operation Egg Drop
- 59 children registered for Tiny Tykes soccer camp at CRC
- 3 new Recreation Specialist in April (fully staffed)
- 8 seniors on average for weekly bingo
- 45 attendees to weekly Lunch Bunch Senior Lunch

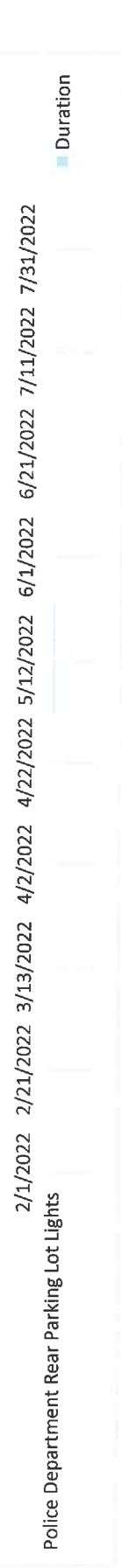
Parks and Grounds Maintenance Projects Update April 2022



Parks and Grounds Maintenance Division Highlights

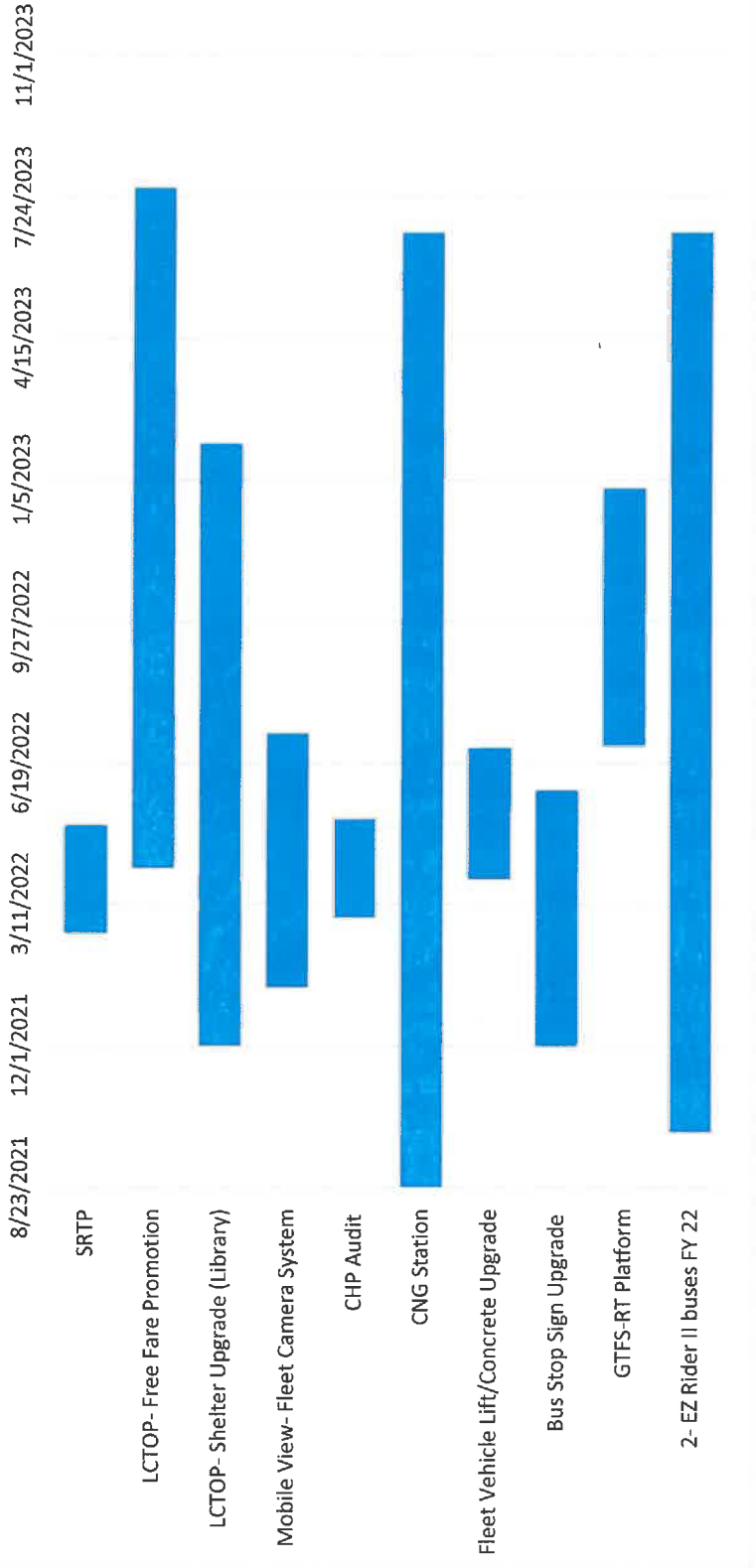
- 22 graffiti removals
- Rangle Park (Valdivia Field) to receive 120 yards of top soil, 2800 sq.ft. of sod and 240 tons of field clay
- 780 yards of woodchip installed at Oak Valley/Potrero
- 240 yards of woodchip installed along Cherry Channel
- 42 Lights replaced at Sports Park
- 9 Restroom lights replaced
- 3 backflow devices replaced at parks

Building Maintenance Projects Update April 2022



TRANSIT

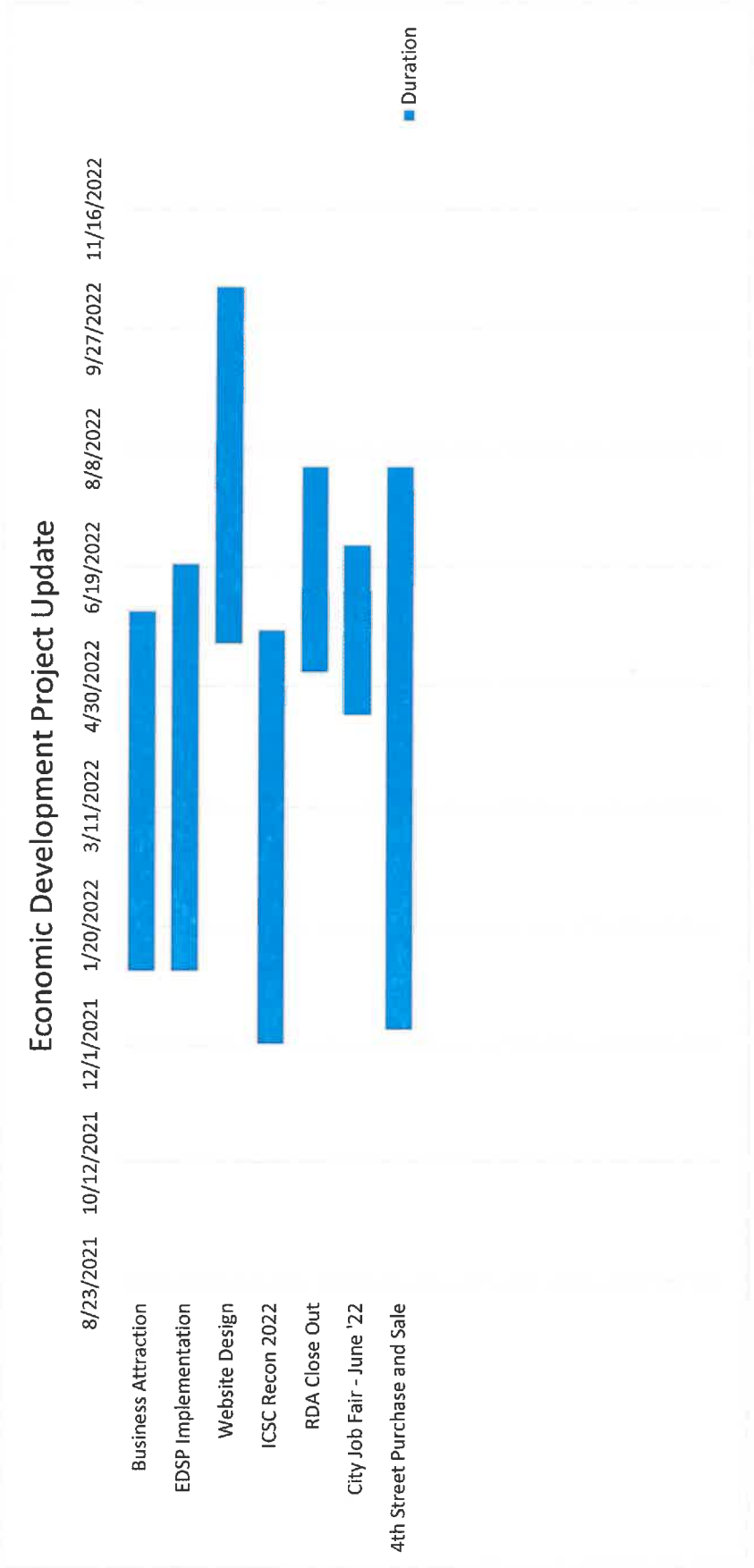
Transit Project Update - April 2022



Items Completed since last report:

1. LCTOP- Free Fare: Submit application, secure funding, present to Council for submission approval
2. SRTP: Prepared budget and narrative for Council approval.
3. Fleet Vehicle Lift/Concrete Upgrade: Quotes received.

ECONOMIC DEVELOPMENT

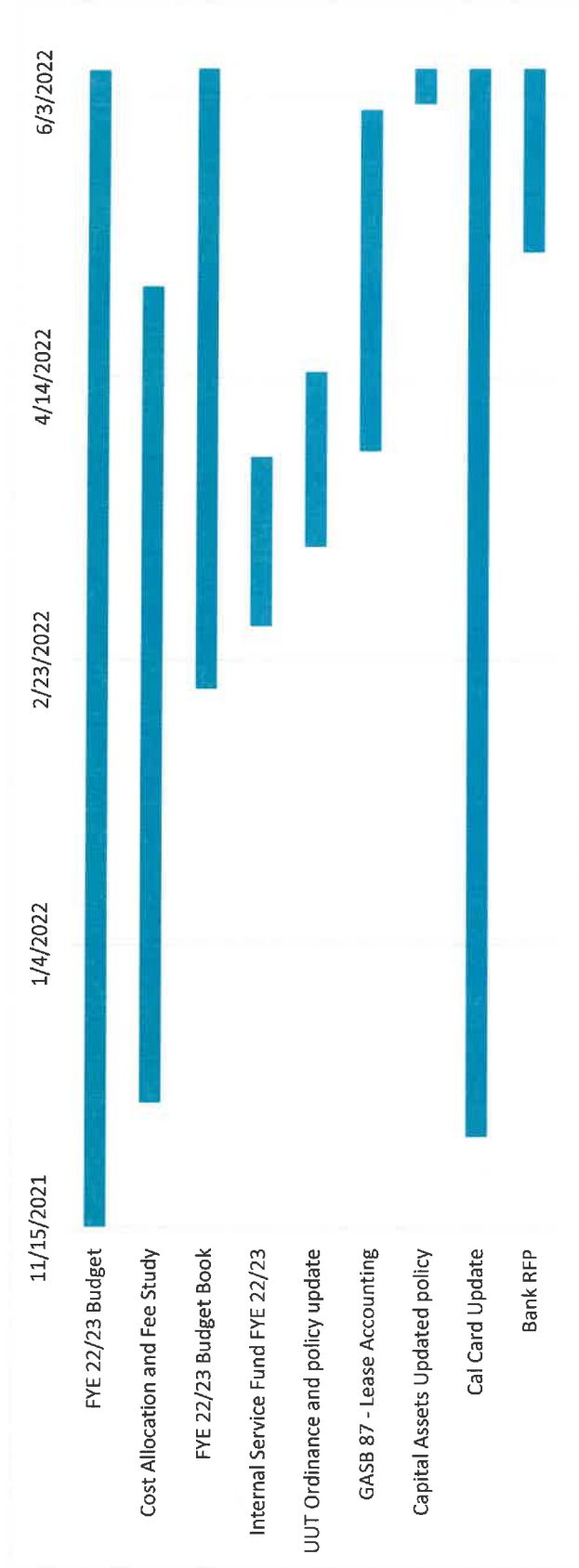


Items Completed since last report:

1. ICSC Materials
2. Economic Website Design review

FINANCE

Finance Project Update – April 2022

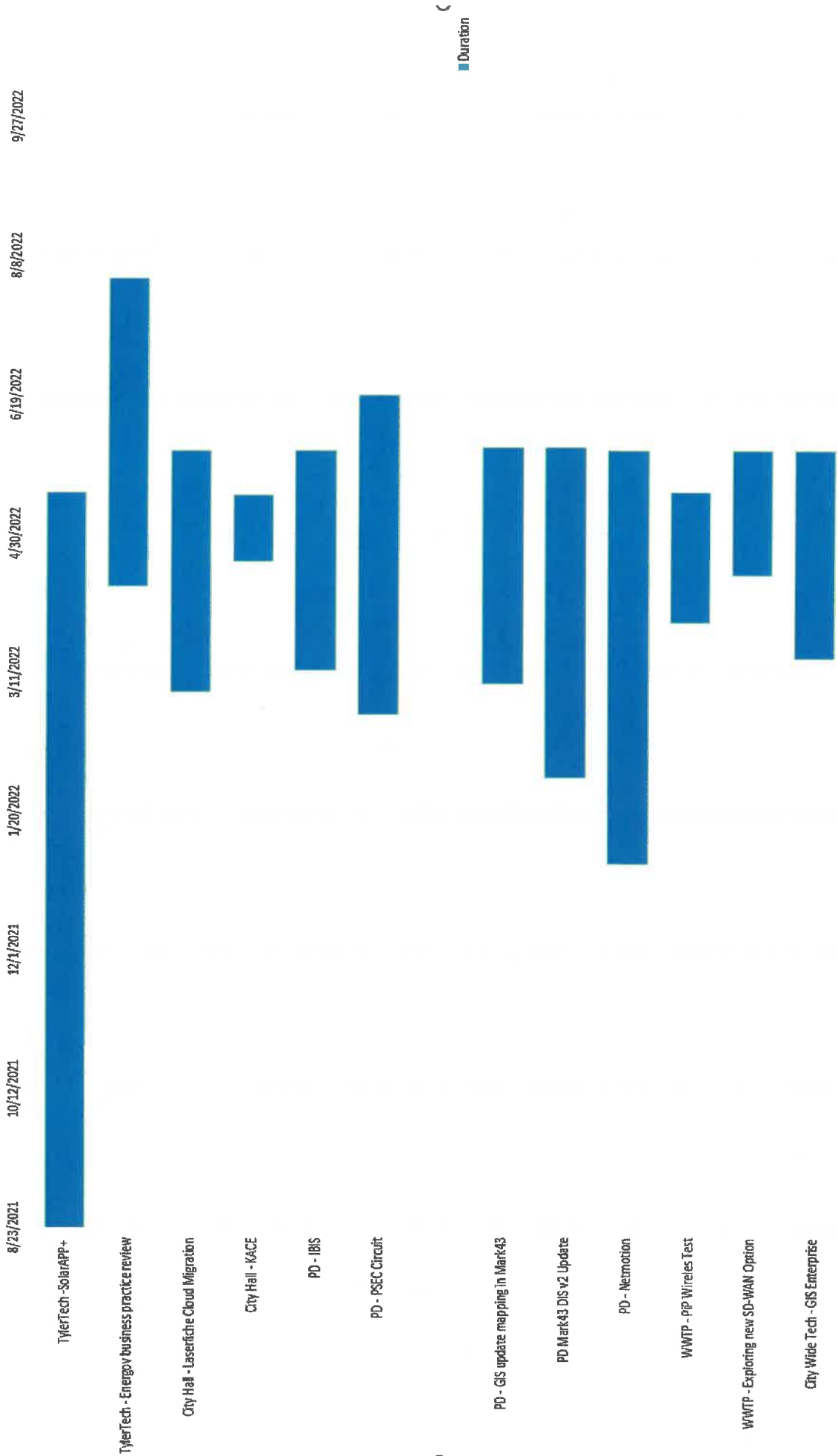


Items Completed after last reporting:

1. New Vehicle Onboarding – 04/01/22
2. SCO Reports – 05/03/22

INFORMATION TECHNOLOGY

Information Technology Project Update





INFORMATION TECHNOLOGY

April 2022

Tyler Upgrades – IN PROGRESS

- Create SolarAPP+ information page on main website and CSS Portal – **In Progress waiting for verbiage to be written for website**
- Energov Budget Project Review w/ Energov Rep – **In progress – Getting dates for meeting**

City Hall – IN PROGRESS

- Laserfiche Cloud migration – **In progress – Adding users to Laserfiche and reviewing security roles**
- Dell KACE – **In Progress – Delivery of Solution**

Police Department – IN PROGRESS

- Netmotion Implementation – **In Progress- Continue to install clients in units**
- IBIS implementation – **In Progress 3/10/2022 – Configuring units IP's to route to RSO servers when using software**
- PSEC Circuit – **In Progress – Verizon install date for Alessandro address: 5/9/2022 / Spectrum still in design implementation phase no dates.**
- PD Mark43 DIS v2 Update – **In Progress – Waiting for Mark43 to resolve firewall issue with DIS v2 Update**

CAD\RMS System for Public Safety (PD)– IN PROGRESS

- NG911 DOJ – **In Progress - Circuit installed waiting for Nitel for next step. **Moving item of project list due to no movement of project as they have no dates of project timeline.****
- GIS update mapping and integration with for Mark43 – **In Progress – Working with Mark43 to receive new shape files from CoB Arc GIS Online Group acct.**

Wastewater Plant –IN PROGRESS

- PIP Wireless Test – **In Progress – Waiting for delivery of new active sim cards from Verizon.**
- New redundancy IT measures being explored. – **On going**
- Exploring new SD-WAN options – **In Progress – Discussing Verizon Solution with WWTP and SKM.**

IT Strategic Plan – IN PROGRESS

- Creating an IT strategic plan for City Manager. **On going**
- Looking at efficient ways to save city money on telco services. **On going**
- Identifying new GIS options – **In progress (Working with ESRI For GIS Implementation and GIS Staff On-boarding**
- Review and mitigate IT policies – **On-going reviewing current polices**
- Providing new security measure that coincides with CJIS compliance – **On going**

City Wide Technology Upgrades – On going

- Researching and Developing GIS Solution – **Discuss quotes with PW staff and Executive Mgmt.**

PUBLIC INFORMATION



PUBLIC INFORMATION PROJECTS UPDATE April 2022

City/PD Style Guides

- Create new for PD

Digital Magazine

- Working on next edition July - September

CIP Book & Downtown Vision

- Format into digital book
- Share on social

Development Flow Chart

- Information from departments
- Create flowchart
- Put on website on project page and Public Works Page
- Start with road projects

Economic Development

- Pending Council Review
- Branding/Website Development

Public Education - On-Going

- Government 101
- City in the Works
- City at Work

Advertising/Misc. Outreach

- Sewer Rate Increase/Delinquent Accounts

Social Media Updates

Project Updates

- Fire and Police Station – June 7
- Rangel/Stewart Park Update
- Sundance Trail Update

Citizens Academy 2022

- Plan for Fall Academy

State of the City

- Kick-off meeting with Chamber on March 7
 - Meeting every two weeks

- Project based
- Vendors
 - City to acquire food vendors
 - Tasting menu
- Reserved Tukwet Canyon Golf Club
 - September 2022, TBD
 - Invitations
 - Presentation Details

Misc. Projects

- Fireworks Information
- National Night Out
 - Key PD event

Local Events

- 4th of July

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 –9,082 Followers (+9)
 - 8 individuals Direct Messaged (DM) us
 - Highest performing post in April: DEIR for Station Summit
 - Reach: 8,649
 - Parks and Recreation – 1,768 Followers (+171)
 - Highest performing post in April: Star Gazing Pop Up Event
 - Reach: 3,103
 - PD Account –13,100 Followers (+38)
 - Highest performing post in April: Armed Robbery Arrest from April 27, 2022
 - Reach: 30,567
- Twitter
 - City 2,661 Followers (+1)
 - PD 2,088 Followers (+14)
- Instagram
 - City 3,926 Followers (+23)
 - PD 8,217 Followers (+15)
- Nextdoor
 - City and PD 13,556 Members (+70)
 - 8,994 claimed households

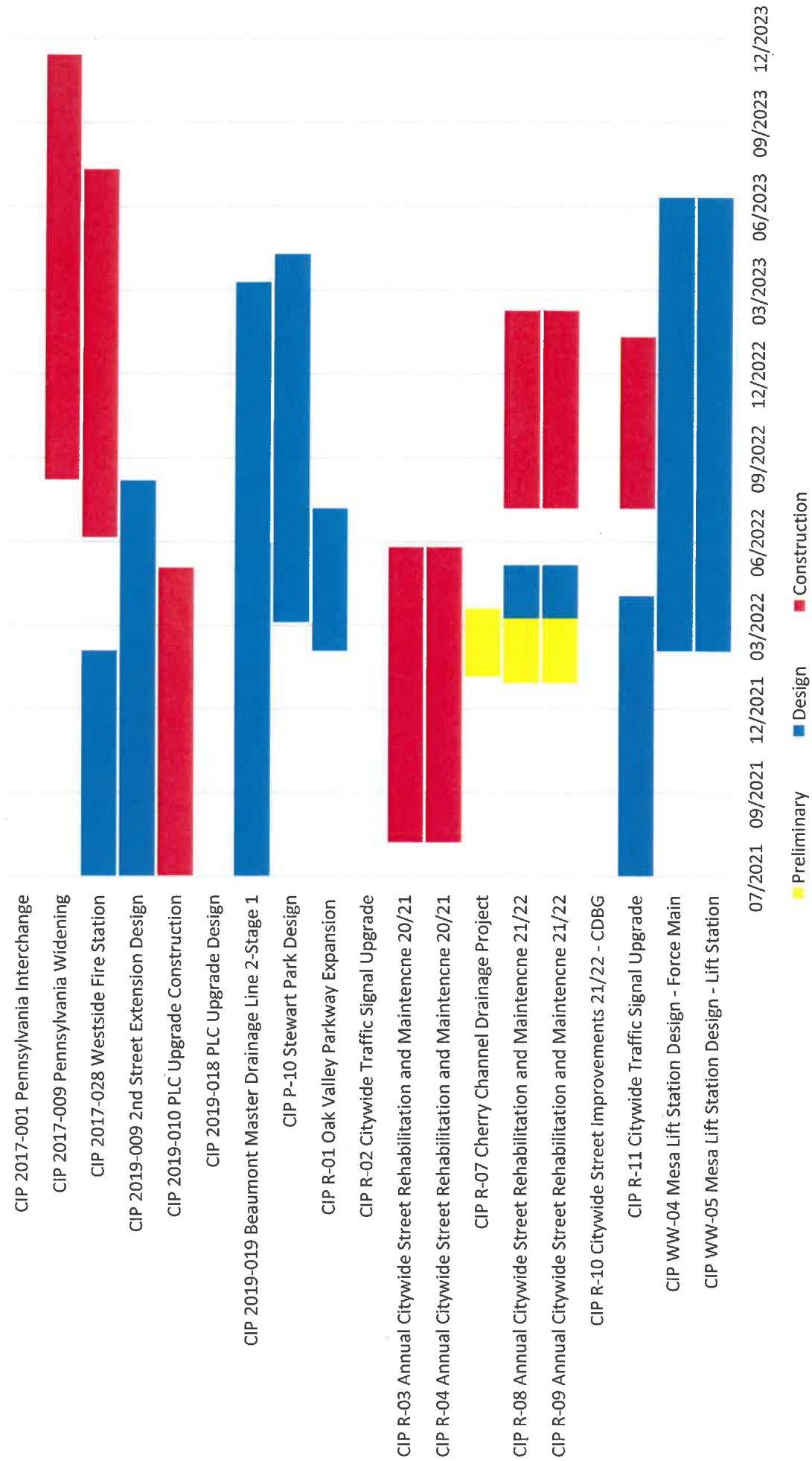
Misc.

- City Magazine

- 479 Opens
- App Downloads - (+135) Devices
- Notification sign-ups
 - calendar of events - 890 (+2)
 - City Council - 671 (+0)
 - EDC - 227 (+4)
 - FAC - 165 (+2)
 - Planning Commission - 543 (+0)
 - Construction Updates - 1205 (+3)
 - Homepage news - 209 (+2)
 - PD Homepage News - 47 (+3)

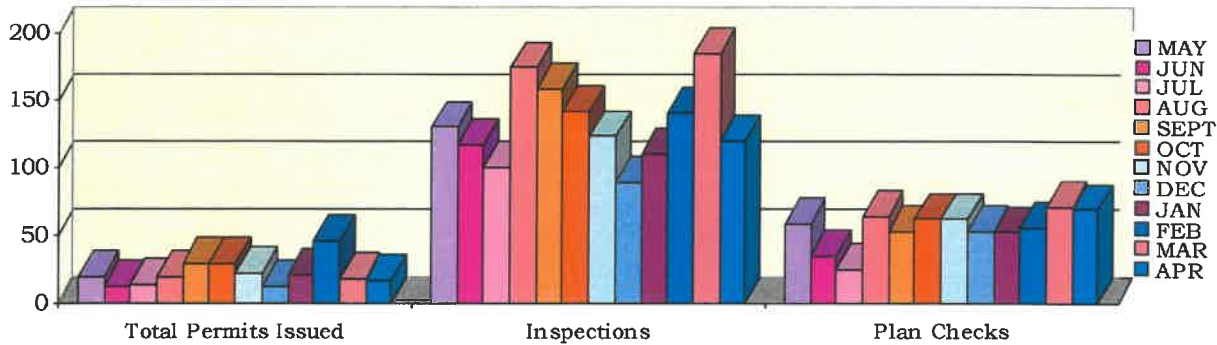
PUBLIC WORKS

PUBLIC WORK CIP PROJECTS APRIL 2022





PUBLIC WORKS MONTHLY PERMIT INFORMATION RUNNING 12 MONTHS



	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR
Permit Information												
Encroachment - Issued	18	13	13	19	22	27	21	10	21	44	18	15
Residential Improvements	2	0	0	0	3	2	1	2	3	2	0	2
Commercial Improvements	0	0	1	1	4	0	0	1	0	0	0	0
TOTAL	20	13	14	20	29	29	22	13	24	46	18	17
Inspections												
Commercial	48	42	13	52	51	55	89	26	51	57	108	51
Residential	82	75	87	122	107	87	34	63	59	83	77	68
TOTAL	130	142	100	174	158	142	123	89	110	140	185	119
Plan Checks												
Commercial	10	15	8	23	17	18	18	17	8	9	20	23
Residential	48	18	17	41	36	44	44	36	44	47	51	46
TOTAL	58	35	25	64	53	62	62	53	52	56	71	69

FY 21/22
 FY 20/21

This information is gathered from monthly reports and inspection records. Permits issued as of April 30, 2022.

BOARD OF SUPERVISORS POLICY

<u>Subject:</u>	<u>Policy Number</u>	<u>Page</u>
“Good Neighbor” Policy for Logistics and Warehouse/Distribution Uses”	F – 3	1 of 10

Purpose:

The logistics industry is a well-established sector of the Riverside County economy that has contributed to local job growth, fueled by societal growth trends in e-commerce and coupled with our strategic location along a major trade corridor that connects to the Ports of Los Angeles and Long Beach. It is expected that Riverside County will continue to see strong demand for growth in the logistics industry. However, it is also recognized that the construction and operations of logistics and warehouse projects in close proximity to residences or other sensitive land uses (“sensitive receptors”) may negatively affect the quality of life of those existing communities. Sensitive receptors generally include residences, schools, parks, playgrounds, community centers, assisted living, day care centers, nursing homes, hospitals, and similar uses.

This policy provides a framework through which large-scale logistics and warehouse projects can be designed and operated in a way that lessens their impact on surrounding communities and the environment. It is meant to apply Best Management Practices to help minimize potential impacts to sensitive receptors and is intended to be used in conjunction with the County’s Land Use Ordinance, which provides development requirements for said projects, and the California Environmental Quality Act (CEQA). This policy does not replace the need for preparation of the appropriate project-specific environmental review and application of any necessary measures that may arise out of that review. This policy provides a series of development and operational criteria that can be implemented to supplement project-level mitigation measures, in order to further reduce impacts related to logistics and warehousing development and operations.

The application of this policy is intended to be included in the conditions of approval as part of individual development projects. This will provide a mechanism by which applicants and the public are made aware of how these guidelines are specifically implemented on a project by project basis, and will provide an opportunity for County staff to monitor the individual conditions of approval. The following policies are organized into specific categories, to address these potential quality of life issues from the initial design process, to construction, and through operations.

The policy guidelines apply to new projects submitted after the policy approval date, and will be implemented during the land use review process on a district by district basis. [1]

Applicability

This policy applies to logistics and warehouse projects that include any building larger than 250,000 square feet in size with more than 20 loading bays. It is intended to provide

BOARD OF SUPERVISORS POLICY

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a general guidance that will be appropriate for most industrial and warehouse projects larger than 250,000 square feet in size with more than 20 loading bays. Project-level review under CEQA would continue to apply to any projects, regardless of their square footage and size, and which may include technical reports including, but not limited, noise, air quality, and traffic related impact evaluations. The Planning Department shall use this policy to review industrial projects and in instances where a project does not conform to the policy shall document findings to be considered by the Planning Commission and Board of Supervisors. The hearing body (Planning Commission or Board of Supervisors) has the discretion and authority to approve projects that deviate from the guidance provided in this policy, subject to site-specific conditions (such as the specifics of site topography, proximity of adjacent sensitive receptors, and other relevant factors), appropriate environmental review, and other factors that the Board may consider.

Studies / Analysis:

- 1.1 An “Air Quality” study shall be prepared in accordance with the Air Quality Management District (AQMD) guidelines which includes both project specific and cumulative impact analysis.
- 1.2 A “Health Risk Assessment” shall be prepared when a proposed warehouse/distribution facility is located within 1,000 feet of a sensitive receptor, in accordance with AQMD guidelines.
- 1.3 A “Noise Impact Analysis” shall be prepared for use during the land use entitlement review process to evaluate potential impacts to the neighboring properties. The analysis shall include construction and operations-related noise impacts, including stationary and off-site increases to ambient noise levels.
- 1.4 A “Construction Traffic Control Plan” shall be prepared prior to grading, which details the locations of equipment staging areas, material stockpiles, proposed road closures, and hours of construction operations. This is in addition to a Traffic Impact Study as may be required for the environmental review process.

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Construction Phase:

- 2.1 During construction of the warehouse/distribution facility, all heavy duty haul trucks accessing the site shall have CARB-Compliant 2010 engines or newer approved CARB engine standards.

- 2.2 All diesel fueled off-road construction equipment greater than 50 horsepower, including but not limited to excavators, graders, rubber-tired dozers, and similar “off-road” construction equipment shall be equipped with CARB Tier 4 Compliant engines. If the operator lacks Tier 4 equipment, and it is not available for lease or short-term rental within 50 miles of the project site, Tier 3 or cleaner off-road construction equipment may be utilized subject to County approval.

- 2.3 The maximum daily disturbance area (actively graded area) shall not exceed 10 acres per day. Non-Grading construction activity in areas greater than 10 acres is allowed.

- 2.4 Construction contractors shall utilize construction equipment, with properly operating and maintained mufflers, consistent with manufacturers’ standards.

- 2.5 Construction contractors shall locate or park all stationary construction equipment so that the emitted noise is directed away from sensitive receptors nearest the project site, to the extent practicable.

- 2.6 The surrounding streets shall be swept on a regular basis to remove any construction related debris and dirt.

- 2.7 Appropriate dust control measures that meet the SCAQMD standards shall be implemented for grading and construction activity.

- 2.8 Construction equipment maintenance records and data sheets, which includes equipment design specifications and equipment emission control tier classifications, as well as any other records necessary to verify compliance with items 2.1-2.7 above, shall be kept onsite and furnished to the County upon request.

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2.9 Construction Contractors shall prohibit truck drivers from idling more than five (5) minutes and require operators to turn off engines when not in use, in compliance with the California Air Resources Board regulations.

2.10 During construction, the Transportation & Land Management Agency representative shall conduct an on-site inspection with a facility representative to verify compliance with these policies, and to identify other opportunities to reduce construction impacts.

Siting and Design:

3.1 Warehouse/distribution facilities should be generally designed so that truck bays and loading docks are a minimum of 300 feet, measured from the property line of the sensitive receptor to the nearest dock door using a direct straight-line method. This distance may be reduced if the site design include berms or other similar features to appropriately shield and buffer the sensitive receptors from the active truck operations areas. Other setbacks appropriate to the site’s zoning classification shall be incorporated in the design.

3.2 Warehouse/distribution facilities shall be designed to provide adequate on-site parking for commercial trucks and passenger vehicles and on-site queuing for trucks that is away from sensitive receptors. The general queuing and spill-over of trucks onto surrounding public streets shall be prevented. Commercial trucks shall not be parked in the public road right-of-way or nearby residential areas.

3.3 Truck driveways shall generally be placed, on streets that do not have fronting sensitive receptors.

3.4 Sites shall clearly mark entry and exit points for trucks and service vehicles.

3.5 Sites shall be densely screened with landscaping along all bordering streets and adjacent sensitive receptors, with trees spaced no further apart than 25 feet on center. Fifty percent of the landscape screening shall include a minimum of 36-inch box trees. Facility operators will be responsible to establish a long-term maintenance mechanism to assure that the landscaping remains in place and functional in accordance with the approved landscaping plan.

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- 3.6 On-site speed bumps shall not be allowed except at security/entry gates. Truck loading bays and drive aisles shall be designed to minimize truck noise.

- 3.7 Dock doors shall be located where they are not readily visible from sensitive receptors or major roads. If it is necessary to site dock doors where they may be visible, a method to screen the dock doors shall be implemented. A combination of landscaping, berms, walls, and similar features shall be considered.

- 3.8 An additional “wing-wall” shall be installed perpendicular to the loading dock areas to further attenuate noise related to truck activities and also address aesthetics by screening the loading area when adjacent to sensitive receptors.

- 3.9 To the extent possible, establish separate entry and exit points within a warehouse/distribution facility for trucks and vehicles to minimize vehicle/truck conflicts.

- 3.10 All lighting used in conjunction with a warehouse/distribution facility operations, shall be directed down into the interior of the site and not spill over onto adjacent properties.

- 3.11 Warehouse/distribution facilities shall install electrical panels and conduit to facilitate future electrical connections, to eliminate idling of main and auxiliary engines during the loading and unloading process. At all cold storage facilities electrical connections shall be provided to each dock.

- 3.12 Facility construction shall comply with the hours of operation and exterior noise decibel levels as required by Riverside County Ordinance No. 847 (“Noise Ordinance”)

Operations:

- 4.1 Facility operators shall maintain records of their facility owned and operated fleet equipment and ensure that all diesel-fueled Medium-Heavy Duty Trucks (“MHDT”) and Heavy-Heavy Duty (“HHD”) trucks with a gross vehicle weight rating greater than 19,500 pounds accessing the site use year CARB compliant 2010 or newer

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engines. The records should be maintained on-site and be made available for inspection by the County.

- 4.2** Facility operators shall prohibit truck drivers from idling more than five (5) minutes and require operators to turn off engines when not in use, in compliance with the California Air Resources Board regulations.
- 4.3** Facility operators shall train their managers and employees on efficient scheduling and load management to eliminate unnecessary queuing and idling of trucks.
- 4.4** Facility operators shall coordinate with CARB and SCAQMD to obtain the latest information about regional air quality concentrations, health risks, and trucking regulations.
- 4.5** On-site equipment, such as forklifts, shall be electric with the necessary electrical charging stations provided.
- 4.6** Facility operators shall establish specific truck routes between the facility and regular destinations, identifying the most direct routes to the nearest highway/freeway and avoid traveling near sensitive receptors.
- 4.7** Facility operators shall require their drivers to park and perform any maintenance of trucks in designated on-site areas and not within the surrounding community or on public streets.
- 4.8** Facility operators for sites that exceed 250 employees shall establish a rideshare program, in accordance with AQMD rule 2202, with the intent of discouraging single-occupancy vehicle trips and promote alternate modes of transportation, such as carpooling and transit where feasible.
- 4.9** A minimum of 5% or as required by the Cal Green Code, whichever is greater of employee parking spaces shall be designated for electric or other alternative fueled vehicles.
- 4.10** If a public address (PA) system is being used in conjunction with a warehouse/distribution facility operations, the PA system shall be oriented away

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from sensitive receptors and the volume set at a level not readily audible past the property line.

- 4.11** Facility Operation shall comply with the exterior noise decibel levels as required by Ord. 847 (Noise Ordinance), which includes a maximum exterior decibel level of 55 dba (between 7:00 a.m. and 10:00 p.m.) and 45 dba (between 10:00 p.m. and 7:00 a.m.) as measured on adjacent occupied residences, or as modified by the most current version of Ordinance No. 847.

Signage:

- 5.1** Signs should be posted in the appropriate locations that trucks should not idle for more than five (5) minutes and that truck drivers should turn off their engines when not in use.
- 5.2** Signs should be posted in the appropriate locations that clearly show the designated entry and exit points for trucks and service vehicles.
- 5.3** Signs should be posted in the appropriate locations that state parking and maintenance of all trucks is to be conducted within designated areas and not within the surrounding community or on public streets.
- 5.4** Signs should be posted in the appropriate locations and/or handouts should be provided that show the locations of nearest food options, fueling, truck maintenance services, and other similar convenience services, if these services are not available onsite.
- 5.5** Each Facility shall designate a Compliance Officer responsible for implementing the measures described herein and/or in the project conditions of approval and mitigation measures. Contact information should be provided to the County and updated annually, and signs should be posted in visible locations providing the contact information for the Compliance Officer to the surrounding community. These signs shall also identify the website and contact information for the South Coast Air Quality Management District.
- 5.6** Signs shall be posted in accordance with Ordinance No. 348, which may be amended from time to time.

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Community Benefits:

- 6.1 Applicants for proposed warehouse/distribution facilities shall engage in a community outreach effort to engage the existing community in determining issues of concern that can be addressed through site design and other means during the project land use entitlement process. Suggested outreach efforts include but are not limited to, hosting community meetings, making presentations at Municipal Advisory Councils and Community Councils, and hosting job fairs.

- 6.2 Additionally project applicants shall post on-site notice in accordance with Planning Department requirements during the Notice of Preparation stage of the EIR, in order to provide opportunity for early public comment. Said on-site notice shall include a link to a project website provided by the applicant and the Planning Department’s Notice of Preparation link. Website should include information such as a complete and accurate project description, maps and drawings of the project design, and directions for how communities can provide input. The website should be in a format that is easy to navigate and understand.

- 6.3 Applicants for proposed new facilities should look beyond their immediate development footprint and look for opportunities to enhance the surrounding community through upgrades such as street paving, walls, landscaping, or other types of infrastructure improvements. On-site and off-site upgrades and improvements which offset potential air quality impacts, based on a showing of substantial evidence by means of a technical report as determined by the County, shall reduce the supplemental funding contribution policy listed in Section 6.4.

On-site and off-site upgrades and improvements which could offset potential air quality impacts, include, not are not limited to:

- Project design features that directly offset NOx reductions above and beyond what is required by existing air quality regulations;
- Project design features that generally improve air quality such as paving of dirt roads, installation of additional trees, landscaping, and air filters for sensitive receptors;
- Provision of additional buffers between the new facility and sensitive receptors, in addition to those setbacks required pursuant to Section 3.1 herein; and

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- Project design features that lead to reduced emissions by promoting alternate forms of transportation such as bicycle lanes, new sidewalks, bus turnouts, or other transit-related uses.

6.4 Given the potential for community impacts related to the construction and operation of logistics and warehouse facilities, the applicant for any new facility may be required to provide a supplemental funding contribution, which would be applied to further off-set potential air quality impacts to the community and provide a community benefit above and beyond any CEQA related mitigation measures. Said financial contribution would generally be determined by the Transportation and Land Management Agency based on the level of nitrogen oxides (NOx) emissions generated by the project that exceeds the regional NOx significance thresholds established by the appropriate AQMD. Said supplemental funding contribution will be collected on a one-time basis. Funds collected under said supplemental funding program will be subject to designation for use by the Board of Supervisors, and will generally be used for projects that directly benefit the impacted community wherein the project is located. The types of projects that the Board of Supervisors may designate for use of these funds include, but are not limited to:

- Projects that directly offset NOx reductions above and beyond what is required by existing air quality regulations;
- Projects that generally improve air quality such as paving of dirt roads, installation of additional trees , landscaping, and air filters for sensitive receptors;
- Provision of additional buffers between the new facility and sensitive receptors, in addition to those setbacks required pursuant to Section 3.1 herein; and
- Projects that lead to reduced emissions by promoting alternate forms of transportation such as bicycle lanes, new sidewalks, bus turnouts, or other transit-related uses.

6.5 The County recognizes that the South Coast Air Quality Management District is studying and considering the implementation of a mitigation fee program that would apply to logistics and warehouse uses. Should South Coast AQMD adopt a mitigation fee program that covers similar uses to achieve additional air quality

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benefits as intended by Section 6.3, the County recognizes that participation in said South Coast AQMD fee program would offset the supplemental fee requirement in Section 6.3.

[1] *Approved by the Riverside County Board of Supervisors on November 19, 2019 (Item #3.23) with Implementation Provisions.*