



## CITY COUNCIL CLOSED & REGULAR SESSION

550 E. Sixth Street, Beaumont, CA

Tuesday, July 19, 2022

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

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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.

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### 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](https://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](mailto: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. Public Employee Appointment/Employment Pursuant To Government Code Section 54957 Title: City Manager**
- 3. Conference with Labor Negotiator Pursuant To Government Code Section 54957.6. Agency Designated Representative: Mayor Lloyd White**

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. Parks and Recreation Month Proclamation**
- 2. Recognition of David Valdivia Sr. and David Valdivia Jr.**

**PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)**

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

## **CONSENT CALENDAR**

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

### **3. Approval of Minutes**

#### **Recommended Action:**

Approve Minutes dated June 21, 2022.

### **4. Ratification of Warrants**

#### **Recommended Action:**

Ratify Warrants dated:

June 13, 2022

June 24, 2022

### **5. Authorize Mayor to Execute a Grant Deed and Lot Line Adjustment 2021-LLA-0028**

#### **Recommended Action:**

Authorize the Mayor to execute grand deed and lot line adjustment 2021-LLA-0028.

### **6. Canine Inspection Services Agreement 2022/23**

#### **Recommended Action:**

Approve the agreement with the Beaumont Unified School District for police canine search services.

### **7. Final Approval of Parcel Map No. 38090**

#### **Recommended Action:**

Approve Parcel Map No. 38090 as it is in substantial conformance with the approved tentative map and accept security agreement for survey monuments.

### **8. Beaumont Unified School District Fingerprinting Agreement**

#### **Recommended Action:**

Approve the Agreement with the Beaumont Unified School District for livescan services.

### **9. 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.

### **10. 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 July 19, 2022, through August 16, 2022, Pursuant to Provisions of the Ralph M. Brown Act.”

**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.*

**11. July 4, 2022, Fireworks Enforcement**

**Recommended Action:**

Receive and file.

**12. Resolution: Approving the Closing of a Purchase and Sale Agreement for Certain Land Exempt from the Surplus Land Act (APNs: Portions of 418-190-004 and 418-190-005) with Orum Capital**

**Recommended Action:**

Waive the full reading and adopt by Title only “A Resolution of the City Council of the City of Beaumont, California, Approving the Closing of a Purchase and Sale Agreement for Certain Land Exempt from the Surplus Land Act.”

**13. Resolution: Approving the Sale of Surplus Land (APNs 418-190-007, 418-140-028, 418-140-029, and Portions of 418-190-004 and 418-190-005) with 5th Street Development, LLC**

**Recommended Action:**

Waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont, California, Approving the Sale of Surplus Land.”

**14. Agreement with Union Pacific Railroad for Construction of New Signals and an Expanded Railroad Crossing on Pennsylvania Avenue in an Amount Not to Exceed \$1,069,018; and Future Annual Maintenance Fees in the Amount of \$21,550 Per Year**

**Recommended Action:**

Approve and sign the agreement with Union Pacific Railroad for construction of new signals and an expanded railroad crossing on Pennsylvania Avenue in an amount not to exceed \$1,069,018; and future annual maintenance fees in the amount of \$21,550 per year.

**15. Third Amendment to the Professional Services Agreement with Kimley Horn for the Pennsylvania Avenue Widening Project, in an Amount Not to Exceed \$131,615**

**Recommended Action:**

Approve a third amendment to the professional services agreement with Kimley Horn for the Pennsylvania Avenue Widening Project, in an amount not to exceed \$131,615.

**16. Second Amendment to the Professional Services Agreement with IDC Consulting Engineers, Inc. for the Pennsylvania Grade Separation Project, in an Amount Not to Exceed \$1,294,849**

**Recommended Action:**

Approve a second amendment to the professional services agreement with IDC Consulting Engineers, Inc. for the Pennsylvania Avenue Grade Separation Project, in an amount not to exceed \$1,294,849.

**17. Approval of Agreement with Intrensic, LLC for Body Worn Camera Services and Upgrade**

**Recommended Action:**

Approve the four-year agreement between the City of Beaumont and Intrensic, LLC for Body Worn Camera Services and Upgrade in the total amount of \$170,813.45.

**18. Approve the Purchase of Hon Accelerate Workstations in the Amount Not to Exceed \$169,683.29 from Bluespace Interiors and Authorize the City Manager to Sign Change Orders in the Amount of \$8,485 for a Total Amount Not to Exceed \$178,168.29**

**Recommended Action:**

Approve the purchase of Hon Accelerate workstations in the amount not to exceed \$169,683.29 from Bluespace Interiors and authorize the City Manager to sign change orders in the amount of \$8,485 for a total amount not to exceed \$178,168.29.

**19. Approve a Purchase Order in the Amount Not to Exceed \$45,860 for M. Brey Electric, Inc. dba MBE Construction for Electrical Maintenance at Stewart Park and Ratify a Maintenance Agreement to M. Brey Electric, Inc. dba MBE Construction in the amount of \$45,860**

**Recommended Action:**

Approve a Purchase Order for an amount not to exceed \$45,860 for M. Brey Electric, Inc. dba MBE Construction for electrical maintenance at Stewart Park and approve the ratification of a Maintenance Services Agreement for a total amount of \$45,860 for electrical maintenance at Stewart Park.

**20. Approval of City Attorney Invoices for the Month of June 2022**

**Recommended Action:**

Approve invoices in the amount of \$81,355.64.

**LEGISLATIVE UPDATES AND DISCUSSION**

**ECONOMIC DEVELOPMENT UPDATE**

Economic Development Committee Report Out and City Council Direction

## **CITY TREASURER REPORT**

Finance and Audit Committee Report Out and City Council Direction

## **CITY CLERK REPORT**

## **CITY ATTORNEY REPORT**

## **CITY MANAGER REPORT**

[21.](#) Transportation Projects at a Glance

[22.](#) Department Project Schedule Updates - June 2022

## **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, August 2, 2022, at 5:00 p.m., unless otherwise posted.

# Proclamation

## National Parks and Recreation Month

**WHEREAS**, parks and recreation is an integral part of communities throughout this country, including the City of Beaumont; and

**WHEREAS**, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

**WHEREAS**, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer’s; and

**WHEREAS**, parks and recreation encourages physical activities by providing space for popular sports, hiking trails and many other activities designed to promote active lifestyles; and

**WHEREAS**, park and recreation programming and education activities are critical to childhood development; and

**WHEREAS**, parks and recreation increases a community’s economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

**WHEREAS**, parks and recreation is fundamental to the environmental well-being of our community; and

**WHEREAS**, parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

**WHEREAS**, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

**WHEREAS**, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

**WHEREAS**, Beaumont recognizes the benefits derived from parks and recreation resources.

**NOW, THEREFORE BE IT PROCLAIMED**, THAT JULY IS RECOGNIZED AS PARK AND RECREATION MONTH IN THE CITY OF BEAUMONT.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Deputy City Clerk



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### MINUTES

#### CLOSED SESSION - 5:00 PM

#### CALL TO ORDER at 5:00 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 Regarding Anticipated Litigation Pursuant to Government Code Section 54956.9(d)(2) and/or (3): Two Claims: (i) Rocio Esmerelda Sandoval; and (ii) United Financial Casualty Company A/S/O Emmanuel Sandoval

**Motion to deny both claims**

**Motion by Mayor White**

**Second by Fenn**

**Approved by a unanimous vote.**

2. 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

**No reportable action.**

Adjourn to Regular Session



## REGULAR SESSION - 6:00 PM

### CALL TO ORDER at 6:02 p.m.

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

Report out from Closed Session: *see above*

Action on any Closed Session Items: *see above*

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

Pledge of Allegiance

Adjustments to the Agenda: **None**

Conflict of Interest Disclosure – **Mayor White – Item 20**

### ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

1. Southern California Edison Scholarship Presentation
2. LifeStream Blood Bank Presentation

### PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

**Renee Boyd** - *Thanked the City for assisting with a flag installation at Liberty Village and the Chief of Police for the appearance at an upcoming town hall meeting.*

**Robert Boyd** - *Thanked the City in helping to address their concerns.*

**A. Worthen** - *Announced an upcoming Veterans Expo.*

3. Discussion and Direction Regarding Draft Letter to the California Public Utilities Commission (CPUC) and the Federal Railroad Administration (FRA) Requesting an Investigation into the Union Pacific Railroad Incident on June 15, 2022

#### **Public Comment:**

**M. Simon** - *Feels that Union Pacific needs to take full responsibility for the road blockage.*

**S. Gross** - *Expressed concerns of safety during the road blockage by the train.*

**Maleah** - *Expressed concerns with the train blockage incident and asked questions of current infrastructure projects.*

**M. Bailey** - *Representing Congressman Ruiz's Office, read a memo regarding concerns of the train incident on June 15, 2022, and reported that letters have been send from his office to Union Pacific.*

Direction by City Council to direct staff to send the letters as written and addressed and asked staff to reach out to other local agencies to join the effort of sending letters of concern as well.

## 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.*

### 4. Approval of Minutes

**Recommended Action:**

**Approve Minutes dated June 7, 2022.**

### 5. Ratification of Warrants

**Recommended Action:**

**Ratify Warrants dated:**

**May 26, 2022**

**June 6, 2022**

### 6. FY2022 General Fund and Wastewater Budget to Actual through May 2022

**Recommended Action:**

**Receive and file report.**

### 7. 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 June 21, 2022, through July 19, 2022, Pursuant to Provisions of the Ralph M. Brown Act.”**

### 8. Approval of the Second Amendment to the Professional Services Agreement with NV5 for Public Works Inspection, Plan Checking, and Surveying

**Recommended Action:**

**Approval of the second amendment to the Professional Services Agreement with NV5 for public works inspection, plan checking, and surveying; and,  
Authorize the Mayor to execute the amendment on behalf of the City.**

### 9. 2021 General Plan Annual Progress Report

**Recommended Action:**

**Waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont, Approving the 2021 General Plan Annual Progress Report.”**

10. Resolution Calling and Giving Notice of a General Municipal Election to be Held on November 8, 2022

**Recommended Action:**

**Waive the full reading and approve by title only, “A Resolution of the City Council of the City of Beaumont California, Calling and Giving Notice of the Holding of a General Municipal Election to be Held in the City on November 8, 2022, for the Election of Certain Officers of the City as Required by the Provisions of the Laws of the State of California Relating to General Law Cities and Requesting the Registrar of Voters of the County of Riverside to Conduct Said Election.”**

11. Reject All Bids for Capital Improvement Project 2017-028 Westside Fire Station

**Recommended Action:**

**Reject all bids for CIP 2017-028 Westside Fire Station and authorize City staff to readvertise for construction bids.**

**Motion by Council Member Lara**

**Second by Council Member Fenn**

**To approved the Consent Calendar.**

**Approved by a unanimous vote.**

**PUBLIC HEARINGS**

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

12. Fiscal Year 2022-23 Approval of Gann Limit, City-Wide Budget and Five-Year Capital Improvement Plan for Fiscal Years 2023-2027

**Public Hearing opened at 7:09 p.m.**

**No comments**

**Public Hearing closed at 7:10 p.m.**

**Motion by Council Member Fenn**

**Second by Mayor Pro Tem Martinez**

**To waive the full reading and adopt by title only, “Resolution of the City Council of the City of Beaumont, Approving the Appropriation Limit for the 2022-23 Fiscal Year,”**

**Waive the full reading and adopt by title only, “Resolution of the City Council of the City of Beaumont, California, Adopting an Operating Budget of Expenditures for the Period**

of July 1, 2022 to June 30, 2023,” and  
 Waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont Adopting a Five-Year Capital Improvement Plan for Fiscal Years 2022/2023-2026/2027 and Related Prior Year CIP Project List.”

Approved by a unanimous vote.

## MEETING OF THE BEAUMONT SUCCESSOR AGENCY

Call to Order at 7:12 p.m.

13. Resolution: To Request Formal Dissolution of the Beaumont Successor Agency from the Oversight Board

**Motion by Chairman White**

**Second Member Fenn**

To waive the full reading and adopt by title only, “A Resolution to Request Formal Dissolution of the Successor Agency from the Oversight Board;” and  
 Adjourn the meeting of the Beaumont Successor Agency and reconvene the meeting of the Beaumont City Council.

Approved by a unanimous vote.

## ACTION ITEMS

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

14. Cost Allocation Plans

**Motion by Mayor White**

**Second by Council Member Lara**

To review and approve both cost allocation plans.

Approved by a unanimous vote.

15. Approve Business Associate Agreement with Keenan and Associates and the Joint Powers Agreement with the Fire Districts Association of California Employment Benefits Authority

**Motion by Council Member Lara**

**Second by Council Member Santos**

To authorize the Mayor to sign the Business Associate Agreement with Keenan and Associate and authorize the Mayor to sign the First Amended Joint Powers Agreement of Fire Districts Association of California Employment Benefits Authority.

Approved by a unanimous vote.

16. Approve a Five-Year Subscription to Swiftly, a Real-Time General Transit Feed Specification Platform, in an Amount Not to Exceed \$249,200

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

**To approve the purchase of a five-year subscription to Swiftly in an amount not to exceed \$249,200 as part of FY23 RCTC STA project No. 23-05 and authorize the Mayor to sign the order form.**

**Approved by a unanimous vote.**

17. Memorandum of Understanding with the City of Banning for the Free Fare Promotion

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

**To approve memorandum of understanding between City of Beaumont and City of Banning for the administering of the LCTOP Free Fare Promotion Grant.**

**Approved by a unanimous vote.**

18. FY2022-2023 Pre-Approval of Vehicles and Equipment

**Council Member Fenn recused himself for any potential conflict of interest.**

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

**To pre-approve the purchase of vehicles and equipment within the FY2022-2023 budget authority.**

**Recused: Council Member Fenn  
Approved by a 4-0 vote.**

19. Approval of FY2023 Requisitions Greater than \$25,000 in Accordance with City of Beaumont Purchasing Ordinance

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

**To approve the listed requisitions for vendors to receive payment over \$25,000 with the amount specified in Attachment A of this report.**

**Approved by a unanimous vote.**

20. Approve the Small Municipal and County Government Enterprise Agreement with Environmental Systems Research Institute Inc.

**Mayor White recused himself on this item due to a conflict of interest of the vendor being his employer.**

**Motion by Council Member Lara**

**Second by Council Member Santos**

**To authorize the Mayor Pro-Tempore to sign the Small Enterprise Agreement County and Municipal Government.**

**Recused: Mayor White**

**Approved by a 4-0 vote.**

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

**City Attorney John Pinkney recused on this item.**

**Motion by Mayor White**

**Second by Council Member Lara**

**To approve invoices in the amount of \$135,442.80.**

**Approved by a unanimous vote.**

## **LEGISLATIVE UPDATES AND DISCUSSION**

22. Consideration of Letters of Opposition to Assembly Bills: AB1778 (Garcia), AB2438 (Friedman), AB2237 (Friedman)

**Motion by Council Member Fenn**

**Second by Council Member Lara**

**To approve these letters of opposition and direct staff to send out accordingly.**

**Approved by a unanimous vote.**

## **ECONOMIC DEVELOPMENT UPDATE**

Report out from the last meeting, no meeting for July.

## **CITY TREASURER REPORT**

Finance and Audit Committee report out and concerns of recent lack of quorum.

## **CITY CLERK REPORT**

Gave a report out of current projects within the City Clerk's office. Reminder of an upcoming FPPC webinar hosted by the City to cover candidate and treasurer campaign forms with a question and answer session.

**CITY ATTORNEY REPORT**

Gave an update of current litigation.

**CITY MANAGER REPORT**

23. Project Updates - May 2022

**FUTURE AGENDA ITEMS**

None

**COUNCIL REPORTS**

- **Lara** - *No report.*
- **Santos** - *Attended the LEAC event.*
- **Fenn** - *Gave a report out from the Land Use Mitigation Committee.*
- **Martinez** - *No report.*
- **White** - *Attended the Big Lots ribbon cutting.*

**ADJOURNMENT at 8:44 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, July 19, 2022, at 5:00 p.m., unless otherwise posted.

Beaumont City Hall – Online [www.BeaumontCa.gov](http://www.BeaumontCa.gov)



WARRANTS TO BE RATIFIED

Monday, June 13, 2022

<b>Printed Checks</b>	111147, 111157	\$	750.08	Utility Refund
	111148-111156	\$	243,852.00	FY21/22
<b>ACH</b>	596-604	\$	45,014.60	
<b>NvoicePay</b>	APA001408-APA001464	\$	173,166.17	
	<b>A/P Total</b>	<u>\$</u>	<u>462,032.77</u>	
<b>Wires</b>	Wilmington Trust	\$	14,613.91	CFD Prepayment
<b>Bank Drafts</b>	CalPERS	\$	1,363.38	Mandatory Arrears
		\$	50,971.05	743 Classic
		\$	47,855.85	742 Classic
		\$	21,349.62	27308 PEPRA
	MG Trust	\$	1,358.10	401A 06/03/22
		\$	1,049.12	FICA 06/03/22
		\$	27,079.43	457 06/03/22
	Return Settle Offset	\$	8,415.39	Utility Draft Returns
	Guardian	\$	24,091.25	Credit Card processing fees

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

SIGNATURE: \_\_\_\_\_  
TITLE: CITY TREASURER

SIGNATURE: \_\_\_\_\_  
TITLE: FINANCE DIRECTOR





City of Beaumont, CA

Check # Item 4.

By Check Number

Date Range: 06/07/2022 - 06/13/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3229	ICMA - RC	06/10/2022	EFT	0.00	4,974.76	596
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Distribution Amount</b>		
<u>INV0000870</u>	Invoice	05/20/2022	ICMA (%)	0.00	408.44	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		408.44	
<u>INV0000871</u>	Invoice	05/20/2022	ICMA (AMT)	0.00	1,930.00	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		1,930.00	
<u>INV0000872</u>	Invoice	05/20/2022	ICMA LOAN	0.00	137.20	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		137.20	
<u>INV0000910</u>	Invoice	06/03/2022	ICMA (%)	0.00	431.92	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		431.92	
<u>INV0000911</u>	Invoice	06/03/2022	ICMA (AMT)	0.00	1,930.00	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		1,930.00	
<u>INV0000912</u>	Invoice	06/03/2022	ICMA LOAN	0.00	137.20	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		137.20	
2264	SEIU	06/10/2022	EFT	0.00	4,199.99	597
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Distribution Amount</b>		
<u>CM0000068</u>	Credit Memo	06/03/2022	SEIU DUES	0.00	-7.87	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS		-7.87	
<u>CM0000072</u>	Credit Memo	06/02/2022	SEIU DUES	0.00	-3.81	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS		-3.81	
<u>INV0000867</u>	Invoice	05/20/2022	SEIU DUES	0.00	60.00	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS		60.00	
<u>INV0000874</u>	Invoice	05/20/2022	SEIU DUES	0.00	2,102.51	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS		2,102.51	
<u>INV0000907</u>	Invoice	06/03/2022	SEIU DUES	0.00	52.50	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS		52.50	
<u>INV0000914</u>	Invoice	06/03/2022	SEIU DUES	0.00	1,996.66	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS		1,996.66	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4522	AMERICAN FIDELITY ASSURANCE COMPANY	06/10/2022	Regular	0.00	6,650.94	111148
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>INV0000823</u>	Invoice	05/06/2022	AMERICAN FIDELITY	0.00	462.80	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL		462.80	
<u>INV0000824</u>	Invoice	05/06/2022	AMERICAN FIDELITY	0.00	171.16	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL		171.16	
<u>INV0000825</u>	Invoice	05/06/2022	AMERICAN FIDELITY	0.00	241.47	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL		241.47	
<u>INV0000826</u>	Invoice	05/06/2022	AMERICAN FIDELITY	0.00	77.90	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL		77.90	
<u>INV0000827</u>	Invoice	05/06/2022	AMERICAN FIDELITY	0.00	73.50	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL		73.50	
<u>INV0000828</u>	Invoice	05/06/2022	AMERICAN FIDELITY	0.00	1,049.28	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL		1,049.28	
<u>INV0000829</u>	Invoice	05/06/2022	AMERICAN FIDELITY	0.00	160.22	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL		160.22	
<u>INV0000830</u>	Invoice	05/06/2022	AMERICAN FIDELITY	0.00	104.80	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL		104.80	
<u>INV0000831</u>	Invoice	05/06/2022	AMERICAN FIDELITY	0.00	984.34	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL		984.34	
<u>INV0000857</u>	Invoice	05/20/2022	AMERICAN FIDELITY	0.00	462.80	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL		462.80	
<u>INV0000858</u>	Invoice	05/20/2022	AMERICAN FIDELITY	0.00	171.16	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL		171.16	
<u>INV0000859</u>	Invoice	05/20/2022	AMERICAN FIDELITY	0.00	241.47	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL		241.47	
<u>INV0000860</u>	Invoice	05/20/2022	AMERICAN FIDELITY	0.00	77.90	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL		77.90	
<u>INV0000861</u>	Invoice	05/20/2022	AMERICAN FIDELITY	0.00	73.50	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL		73.50	
<u>INV0000862</u>	Invoice	05/20/2022	AMERICAN FIDELITY	0.00	1,049.28	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL		1,049.28	
<u>INV0000863</u>	Invoice	05/20/2022	AMERICAN FIDELITY	0.00	160.22	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL		160.22	
<u>INV0000864</u>	Invoice	05/20/2022	AMERICAN FIDELITY	0.00	104.80	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL		104.80	
<u>INV0000865</u>	Invoice	05/20/2022	AMERICAN FIDELITY	0.00	984.34	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL		984.34	
	**Void**	06/10/2022	Regular	0.00	0.00	111149
4563	AMERICAN FIDELITY ASSURANCE COMPANY FS	06/10/2022	Regular	0.00	1,652.91	111150
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>INV0000868</u>	Invoice	05/20/2022	AMERICAN FIDELITY	0.00	208.33	
	<u>100-0000-2056-0000</u>		DEPENDENT CARE SPEND		208.33	
<u>INV0000869</u>	Invoice	05/20/2022	AMERICAN FIDELITY	0.00	1,444.58	
	<u>100-0000-2055-0000</u>		FLEX SPENDING ACCOUN		1,444.58	
1139	BEAUMONT POLICE OFFICERS ASSOCIATION	06/10/2022	Regular	0.00	7,800.00	111151
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>INV0000866</u>	Invoice	05/20/2022	BPOA DUES	0.00	3,915.00	
	<u>100-0000-2035-0000</u>		C.O.P.S. DUES		3,915.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>INV0000906</u>	Invoice 100-0000-2035-0000	06/03/2022	BPOA DUES C.O.P.S. DUES	0.00	3,885.00	
2074	PRE-PAID LEGAL SERVICES INC	06/10/2022	Regular	0.00	653.64	111152
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>INV0000873</u>	Invoice 100-0000-2045-0000	05/20/2022	PREPAID LEGAL PRE PAID LEGAL	0.00	330.81	
<u>INV0000913</u>	Invoice 100-0000-2045-0000	06/03/2022	PREPAID LEGAL PRE PAID LEGAL	0.00	322.83	
4521	FIRE DISTRICTS ASSOCIATION OF CALIFORNIA E	06/10/2022	Regular	0.00	199,273.99	111155
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>06/01/22+06/30/</u>	Invoice 100-0000-2200-0000	06/10/2022	EMPLOYEE MEDICAL HEALTH INSURANCE	0.00	199,273.99	
4529	TEXAS LIFE INSURANCE COMPANY	06/10/2022	Regular	0.00	1,659.52	111156
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>INV0000841</u>	Invoice 100-0000-2044-0000	05/06/2022	TEXAS LIFE INSURANCE TEXAS LIFE VOLUNTARY	0.00	756.71	
<u>INV0000875</u>	Invoice 100-0000-2044-0000	05/20/2022	TEXAS LIFE INSURANCE TEXAS LIFE VOLUNTARY	0.00	1,048.91	
<u>SMOFAT2022051</u>	Credit Memo 100-0000-2044-0000	06/10/2022	MORALES REPAID FOR APRIL TEXAS LIFE VOLUNTARY	0.00	-146.10	

Bank Code AP PY VEND Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	28	6	0.00	217,691.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	12	2	0.00	9,174.75
Virtual Payments	0	0	0.00	0.00
	<b>40</b>	<b>9</b>	<b>0.00</b>	<b>226,865.75</b>

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**Vendor Number**      **Vendor Name**  
**Bank Code: APBNK-AP Bank**

**Payment Date**    **Payment Type**

**Date Range: 06/07/2022**    **Item 4.**    **22**  
**Discount Amount**    **Payment Amount**    **Number**

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2725	US BANK CORPORATE PAYMENT SYSTEMS	06/10/2022	EFT	0.00	35,839.85	598
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>24003412125900</u>	Invoice	06/08/2022	YUCAIPA BIKE CENTER	0.00	82.37	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		82.37	
<u>24011342124000</u>	Invoice	06/08/2022	THE BANNING CHAMBER	0.00	25.63	
	<u>100-1050-7035-0000</u>		LOCAL MEETINGS		25.63	
<u>24013392102001</u>	Invoice	06/08/2022	IN N OUT BURGER 355	0.00	30.92	
	<u>100-2050-7035-0000</u>		LOCAL MEETINGS		30.92	
<u>24013392103001</u>	Invoice	06/08/2022	DOMENICOS ITALIAN KITCHEN	0.00	107.10	
	<u>100-2050-7035-0000</u>		LOCAL MEETINGS		107.10	
<u>24013392119003</u>	Invoice	06/08/2022	ASSESSOR/CLERK/RECORDER S	0.00	0.21	
	<u>100-1150-7070-0000</u>		SPECIAL DEPT SUPPLIES		0.21	
<u>24013392119003</u>	Invoice	06/08/2022	ASSESSOR CLERK RECORDER R	0.00	9.00	
	<u>100-1150-7070-0000</u>		SPECIAL DEPT SUPPLIES		9.00	
<u>24034542115002</u>	Invoice	06/08/2022	76 - ONTARIO CNG STATION	0.00	123.83	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		123.83	
<u>24034542118003</u>	Invoice	06/08/2022	USA 63349	0.00	10.54	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		10.54	
<u>24071052125939</u>	Invoice	06/08/2022	RVSD SHERIFF BEN CLARK	0.00	1,082.53	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA		1,082.53	
<u>24137462102500</u>	Invoice	06/08/2022	BEAUMONT DO IT BEST	0.00	33.25	
	<u>100-6000-7070-6025</u>		SPEC DEPT EXP - CITY HAL		33.25	
<u>24137462102500</u>	Invoice	06/08/2022	BEAUMONT DO IT BEST	0.00	9.68	
	<u>100-6000-7070-6025</u>		SPEC DEPT EXP - CITY HAL		9.68	
<u>24137462104500</u>	Invoice	06/08/2022	BEAUMONT DO IT BEST	0.00	61.59	
	<u>100-6050-7070-5999</u>		SPEC DEPT EXP - ALL PAR		61.59	
<u>24137462105100</u>	Invoice	06/08/2022	TST* MARLA'S COCINA & CAN	0.00	48.95	
	<u>100-2050-7035-0000</u>		LOCAL MEETINGS		48.95	
<u>24137462106501</u>	Invoice	06/08/2022	BEAUMONT DO IT BEST	0.00	39.84	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		39.84	
<u>24137462109500</u>	Invoice	06/08/2022	STATERBROS173	0.00	38.76	
	<u>100-2050-7035-0000</u>		LOCAL MEETINGS		38.76	
<u>24137462109500</u>	Invoice	06/08/2022	BEAUMONT DO IT BEST	0.00	101.81	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		101.81	
<u>24137462109500</u>	Invoice	06/08/2022	BEAUMONT DO IT BEST	0.00	41.67	
	<u>100-6000-7070-6045</u>		SPEC DEPT EXP- COMMU		41.67	
<u>24137462109500</u>	Invoice	06/08/2022	BEAUMONT DO IT BEST	0.00	89.80	
	<u>100-0000-2026-0000</u>		ACCOUNTS PAYABLE SUSP		89.80	
<u>24137462109500</u>	Invoice	06/08/2022	BEAUMONT DO IT BEST	0.00	60.25	
	<u>100-6000-7070-6040</u>		SPEC DEPT EXP- POLICE D		60.25	
<u>24137462110500</u>	Invoice	06/08/2022	BEAUMONT DO IT BEST	0.00	82.87	
	<u>100-6000-7070-6040</u>		SPEC DEPT EXP- POLICE D		82.87	
<u>24137462111500</u>	Invoice	06/08/2022	BEAUMONT DO IT BEST	0.00	14.54	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		14.54	
<u>24137462111500</u>	Invoice	06/08/2022	BEAUMONT DO IT BEST	0.00	10.76	
	<u>100-6050-7070-5250</u>		SPEC DEPT EXP - RANGEL		10.76	
<u>24137462112500</u>	Invoice	06/08/2022	BEAUMONT DO IT BEST	0.00	13.10	
	<u>100-6050-7070-5999</u>		SPEC DEPT EXP - ALL PAR		13.10	
<u>24137462112500</u>	Invoice	06/08/2022	BEAUMONT DO IT BEST	0.00	7.71	
	<u>100-6050-7070-5999</u>		SPEC DEPT EXP - ALL PAR		7.71	
<u>24137462112500</u>	Invoice	06/08/2022	BEAUMONT DO IT BEST	0.00	12.51	
	<u>100-0000-2026-0000</u>		ACCOUNTS PAYABLE SUSP		12.51	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>24137462112500</u>	Invoice 750-7300-7085-0000	06/08/2022	BEAUMONT DO IT BEST BUILDING SUPPLIES/MAI DEPT SUPPLIES	0.00	26.72	
<u>24137462112500</u>	Invoice 100-0000-2026-0000	06/08/2022	BEAUMONT DO IT BEST ACCOUNTS PAYABLE SUSP BEAUMONT DO IT BEST	0.00	76.10	
<u>24137462112500</u>	Invoice 100-6050-7070-5250	06/08/2022	BEAUMONT DO IT BEST SPEC DEPT EXP - RANGEL DEPT SUPPLIES	0.00	58.68	
<u>24137462113501</u>	Invoice 700-4050-7070-0000	06/08/2022	BEAUMONT DO IT BEST SPECIAL DEPT SUPPLIES DEPT SUPPLIES	0.00	105.83	
<u>24137462116500</u>	Invoice 100-6050-7070-5999	06/08/2022	BEAUMONT DO IT BEST SPEC DEPT EXP - ALL PAR DEPT SUPPLIES	0.00	32.94	
<u>24137462116500</u>	Invoice 100-0000-2026-0000	06/08/2022	BEAUMONT DO IT BEST ACCOUNTS PAYABLE SUSP BEAUMONT DO IT BEST	0.00	16.68	
<u>24137462117500</u>	Invoice 100-0000-2026-0000	06/08/2022	BEAUMONT DO IT BEST ACCOUNTS PAYABLE SUSP BEAUMONT DO IT BEST	0.00	55.12	
<u>24137462118500</u>	Invoice 100-0000-2026-0000	06/08/2022	BEAUMONT DO IT BEST ACCOUNTS PAYABLE SUSP BEAUMONT DO IT BEST	0.00	37.70	
<u>24137462119500</u>	Invoice 100-6000-7070-6025	06/08/2022	BEAUMONT DO IT BEST SPEC DEPT EXP - CITY HAL DEPT SUPPLIES	0.00	45.36	
<u>24137462121500</u>	Invoice 100-1350-7066-0000	06/08/2022	TST* ROCKIN BAJA LOBSTER TRAVEL, EDUCATION, TRA LUNCH DURING TRAVEL FOR TR	0.00	26.41	
<u>24137462121500</u>	Invoice 100-1350-7066-0000	06/08/2022	TST* ROCKIN BAJA LOBSTER TRAVEL, EDUCATION, TRA LUNCH DURING TRAVEL FOR TR	0.00	33.82	
<u>24137462121500</u>	Invoice 700-4050-7070-0000	06/08/2022	BEAUMONT DO IT BEST SPECIAL DEPT SUPPLIES DEPT SUPPLIES	0.00	39.20	
<u>24137462124500</u>	Invoice 700-4050-7070-0000	06/08/2022	BEAUMONT DO IT BEST SPECIAL DEPT SUPPLIES DEPT SUPPLIES	0.00	67.17	
<u>24137462125500</u>	Invoice 100-0000-2026-0000	06/08/2022	BEAUMONT DO IT BEST ACCOUNTS PAYABLE SUSP BEAUMONT DO IT BEST	0.00	9.73	
<u>24137462126500</u>	Invoice 100-0000-2026-0000	06/08/2022	BEAUMONT DO IT BEST ACCOUNTS PAYABLE SUSP BEAUMONT DO IT BEST	0.00	46.27	
<u>24137462127501</u>	Invoice 700-4050-7070-0000	06/08/2022	BEAUMONT DO IT BEST SPECIAL DEPT SUPPLIES DEPT SUPPLIES	0.00	27.55	
<u>24137462127501</u>	Invoice 100-6050-7070-5500	06/08/2022	BEAUMONT DO IT BEST SPEC DEPT EXP - STEWAR DEPT SUPPLIES	0.00	1.93	
<u>24137462130500</u>	Invoice 100-1550-7040-0000	06/08/2022	STATERBROS173 RECREATION PROGRAMS STATERBROS174	0.00	38.73	
<u>24137462130500</u>	Invoice 700-4050-7070-0000	06/08/2022	BEAUMONT DO IT BEST SPECIAL DEPT SUPPLIES DEPT SUPPLIES	0.00	97.79	
<u>24137462130500</u>	Invoice 100-6050-7070-5250	06/08/2022	BEAUMONT DO IT BEST SPEC DEPT EXP - RANGEL DEPT SUPPLIES	0.00	7.20	
<u>24164072125069</u>	Invoice 100-0000-2026-0000	06/08/2022	FEDEX OFFIC91400009142 ACCOUNTS PAYABLE SUSP FEDEX OFFIC91400009142	0.00	19.31	
<u>24204292128000</u>	Invoice 100-2050-7050-000E	06/08/2022	TESLA INC SUPERCHARGER EV CHARGING EXPENSE EV CHARGING	0.00	17.28	
<u>24207852120177</u>	Invoice 100-2050-7066-0000	06/08/2022	CALIFORNIA POLICE CHIEFS TRAVEL, EDUCATION, TRA EMPLOYEE TRAINING	0.00	450.00	
<u>24226382120360</u>	Invoice 700-4050-7070-0000	06/08/2022	WAL-MART #5156 SPECIAL DEPT SUPPLIES DEPT SUPPLIES	0.00	22.55	
<u>24226382123400</u>	Invoice 700-4050-7070-0000	06/08/2022	WAL-MART #5156 SPECIAL DEPT SUPPLIES DEPT SUPPLIES	0.00	15.18	
<u>24226382125400</u>	Invoice 100-1550-7040-0000	06/08/2022	WAL-MART #5156 RECREATION PROGRAMS WAL-MART #5157	0.00	41.44	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>24231682102091</u>	Invoice 100-2050-7035-0000	06/08/2022	CHILI'S 1333 ECOMM LOCAL MEETINGS	0.00	71.14	
<u>24231682116837</u>	Invoice 700-4050-7070-0000	06/08/2022	SMART AND FINAL 331 SPECIAL DEPT SUPPLIES	0.00	75.94	
<u>24231682117837</u>	Invoice 100-1550-7040-0000	06/08/2022	SMART AND FINAL 331 RECREATION PROGRAMS	0.00	14.97	
<u>24231682118837</u>	Invoice 100-1200-7035-0000	06/08/2022	FAMILY DOLLAR #9421 LOCAL MEETINGS	0.00	3.23	
<u>24231682130091</u>	Invoice 100-2050-7037-0000	06/08/2022	HARBOR FREIGHT TOOLS 837 VEHICLE MAINTENANCE	0.00	53.86	
<u>24231682130091</u>	Invoice 100-2050-7037-0000	06/08/2022	HARBOR FREIGHT TOOLS 837 VEHICLE MAINTENANCE	0.00	10.76	
<u>24239002126900</u>	Invoice 100-2050-7070-0000	06/08/2022	CUSTOM TROPHIES & U-NEEK SPECIAL DEPT SUPPLIES	0.00	10.78	
<u>24240982117600</u>	Invoice 750-7000-7066-0000	06/08/2022	TSI TRAVEL, EDUCATION, TRA	0.00	70.00	
<u>24251382109030</u>	Invoice 700-4050-7085-0000	06/08/2022	BEAUMONT SAFE & LOCK BUILDING SUPPLIES/MAI	0.00	6.43	
<u>24269792110001</u>	Invoice 100-6050-7070-5250	06/08/2022	DANGELO CO - MOTO SPEC DEPT EXP - RANGEL	0.00	127.64	
<u>24269792113001</u>	Invoice 100-6050-7070-5250	06/08/2022	DANGELO CO - MOTO SPEC DEPT EXP - RANGEL	0.00	164.80	
<u>24275392119900</u>	Invoice 100-2050-7037-0000	06/08/2022	CHRIS THE TINT MASTER VEHICLE MAINTENANCE	0.00	820.00	
<u>24323032105006</u>	Invoice 700-4050-7066-0000	06/08/2022	ONT AIRPT PRKING LOT 4 TRAVEL, EDUCATION, TRA	0.00	84.00	
<u>24323032108200</u>	Invoice 100-6000-7070-6040	06/08/2022	RESOURCE BLDG MATERIAL SPEC DEPT EXP- POLICE D	0.00	20.77	
<u>24323032123200</u>	Invoice 100-6050-7070-006B	06/08/2022	RESOURCE BLDG MATERIAL SPEC DEPT EXP - IA 6B	0.00	159.90	
<u>24323032124200</u>	Invoice 100-6050-7070-006B	06/08/2022	RESOURCE BLDG MATERIAL SPEC DEPT EXP - IA 6B	0.00	8.57	
<u>24323032130200</u>	Invoice 100-6050-7037-0000	06/08/2022	REDLANDS AUTOMOTIVE VEHICLE MAINTENANCE	0.00	490.00	
<u>24323032130200</u>	Invoice 100-6050-7037-0000	06/08/2022	REDLANDS AUTOMOTIVE VEHICLE MAINTENANCE	0.00	128.87	
<u>24388862103009</u>	Invoice 100-1240-7025-0000	06/08/2022	SUPPORTPDFFILLER.COM OFFICE SUPPLIES	0.00	96.00	
<u>24399002130503</u>	Invoice 210-0000-7072-0000	06/08/2022	BESTBUYCOM806646859738 COMPUTER SUPPLIES/MA	0.00	865.99	
<u>24412892130027</u>	Invoice 100-0000-2026-0000	06/08/2022	PRACTICE SPORTS ACCOUNTS PAYABLE SUSP	0.00	500.00	
<u>24427332110740</u>	Invoice 750-7300-7066-0000	06/08/2022	MCDONALD'S F24051 TRAVEL, EDUCATION, TRA	0.00	10.76	
<u>24428062110100</u>	Invoice 750-7300-7066-0000	06/08/2022	BLAZE PIZZA NEWPORT TRAVEL, EDUCATION, TRA	0.00	17.24	
<u>24431052105838</u>	Invoice 100-6050-7037-0000	06/08/2022	NAPA AUTO PARTS 164 VEHICLE MAINTENANCE	0.00	81.85	
<u>24431052105838</u>	Invoice 100-0000-2026-0000	06/08/2022	O'REILLY AUTO PARTS 2678 ACCOUNTS PAYABLE SUSP	0.00	71.10	
<u>24431052106838</u>	Invoice 100-6050-7070-5999	06/08/2022	O'REILLY AUTO PARTS 2678 SPEC DEPT EXP - ALL PAR	0.00	74.86	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>24431052118838</u>	Invoice	06/08/2022	O'REILLY AUTO PARTS 2678	0.00	40.28	
	<u>100-6050-7070-5999</u>		SPEC DEPT EXP - ALL PAR DEPT SUPPLIES		40.28	
<u>24431052124838</u>	Invoice	06/08/2022	NAPA AUTO PARTS 164	0.00	29.06	
	<u>700-4050-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		29.06	
<u>24431062104207</u>	Invoice	06/08/2022	TURNERS TRUCK STUFF INC	0.00	1,200.00	
	<u>100-6050-7070-5999</u>		SPEC DEPT EXP - ALL PAR DEPT SUPPLIES		1,200.00	
<u>24445002103000</u>	Invoice	06/08/2022	84-LUMBER #2131	0.00	300.37	
	<u>100-0000-2026-0000</u>		ACCOUNTS PAYABLE SUSP 84-LUMBER #2132		300.37	
<u>24445002118400</u>	Invoice	06/08/2022	WM SUPERCENTER #5156	0.00	45.43	
	<u>100-1550-7040-0000</u>		RECREATION PROGRAMS WM SUPERCENTER #5157		45.43	
<u>24492152105715</u>	Invoice	06/08/2022	EB CHAMPIONS FOR CHIL	0.00	40.00	
	<u>100-1050-7035-0000</u>		LOCAL MEETINGS B&G CLUB - CFORC BREAKFAST		40.00	
<u>24492152110715</u>	Invoice	06/08/2022	ETRAILER CORPORATION	0.00	32.25	
	<u>100-3100-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		32.25	
<u>24492152111740</u>	Invoice	06/08/2022	SQ AMERICAN OFFICE	0.00	17.23	
	<u>100-1550-7040-0000</u>		RECREATION PROGRAMS COMMUNITY EVENT SUPPLIES		17.23	
<u>24492152112852</u>	Invoice	06/08/2022	BINGBANNERS	0.00	49.39	
	<u>100-1200-7020-0000</u>		ADVERTISING ADVERTISING		49.39	
<u>24492152116852</u>	Invoice	06/08/2022	SDDIFALLENO	0.00	225.00	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA EMPLOYEE TRAINING		225.00	
<u>24492152119852</u>	Invoice	06/08/2022	PAYPAL *ADA GURU	0.00	225.00	
	<u>750-7000-7066-0000</u>		TRAVEL, EDUCATION, TRA ADA TRAINING WEBINAR		225.00	
<u>24492152126741</u>	Invoice	06/08/2022	SQ *BEAUMONT CHAMBE	0.00	50.00	
	<u>100-1050-7035-0000</u>		LOCAL MEETINGS BREAKFAST MEETING - L. WHITE		25.00	
	<u>100-1200-7035-0000</u>		LOCAL MEETINGS BREAKFAST MEETING - L. WHITE		25.00	
<u>24492162110000</u>	Invoice	06/08/2022	ICSC-NY	0.00	125.00	
	<u>100-1350-7030-0000</u>		DUES & SUBSCRIPTIONS ICSC PUBLIC AFFILIATE DUES		125.00	
<u>24492162110000</u>	Invoice	06/08/2022	ICSC-NY	0.00	795.00	
	<u>100-1350-7066-0000</u>		TRAVEL, EDUCATION, TRA ICSC 2022 FULL PROGRAM		795.00	
<u>24492162110000</u>	Invoice	06/08/2022	ICSC-NY	0.00	795.00	
	<u>100-1200-7066-0000</u>		TRAVEL, EDUCATION, TRA ICSC CONFERENCE - WARSINSKI		795.00	
<u>24492162115000</u>	Invoice	06/08/2022	ICSC-NY	0.00	125.00	
	<u>100-1350-7030-0000</u>		DUES & SUBSCRIPTIONS ICSC MEMBERSHIP		125.00	
<u>24492162125000</u>	Invoice	06/08/2022	UPDOG MEDIA	0.00	294.30	
	<u>100-1550-7065-0000</u>		CITY UNIFORMS STAFF WATER BOTTLES		294.30	
<u>24493982130400</u>	Invoice	06/08/2022	FIXOLOGY PHONE REPAIR	0.00	95.90	
	<u>750-7800-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		95.90	
<u>24540452117017</u>	Invoice	06/08/2022	CHERRY VALLEY NURSERY	0.00	145.46	
	<u>100-6050-7070-5250</u>		SPEC DEPT EXP - RANGEL DEPT SUPPLIES		145.46	
<u>24540452125308</u>	Invoice	06/08/2022	CHERRY VALLEY NURSERY	0.00	48.49	
	<u>100-6050-7070-5500</u>		SPEC DEPT EXP - STEWAR DEPT SUPPLIES		48.49	
<u>24551942124030</u>	Invoice	06/08/2022	ALLIANCE TRAILER CORP	0.00	18.86	
	<u>100-3250-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		18.86	
<u>24559162119018</u>	Invoice	06/08/2022	GM BUSINESS INTERIORS	0.00	2,304.28	
	<u>100-1200-7900-0000</u>		CONTINGENCY OFFICE FURNITURE		2,304.28	
<u>24559302119900</u>	Invoice	06/08/2022	CACEO	0.00	600.00	
	<u>100-2030-7066-0000</u>		TRAVEL, EDUCATION, TRA CACEO MODULE II TRAINING		600.00	
<u>24639232118900</u>	Invoice	06/08/2022	IAPMO	0.00	70.00	
	<u>100-2150-7066-0000</u>		TRAVEL, EDUCATION, TRA CBO CERTIFICATE RENEWAL		70.00	
<u>24692162102100</u>	Invoice	06/08/2022	THE HOME DEPOT 8987	0.00	81.45	
	<u>100-6050-7070-5250</u>		SPEC DEPT EXP - RANGEL DEPT SUPPLIES		81.45	
<u>24692162103100</u>	Invoice	06/08/2022	SOUTHWES 5262107024622	0.00	332.96	



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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-1200-7066-0000</u>	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING		332.96	
<u>24692162103100</u>	Invoice	06/08/2022	BAHIA HOTEL	0.00	1,020.50	
	<u>100-2050-7066-0000</u>	TRAVEL, EDUCATION, TRA	TRAVEL FOR TRAINING		1,020.50	
<u>24692162105100</u>	Invoice	06/08/2022	CHEVRON 0381384	0.00	100.00	
	<u>100-2050-7050-0000</u>	FUEL	FUEL EXPENSE		100.00	
<u>24692162109100</u>	Invoice	06/08/2022	THE HOME DEPOT 8987	0.00	97.88	
	<u>700-4050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		97.88	
<u>24692162110100</u>	Invoice	06/08/2022	DROPBOX*ZLQJN9FDQ735	0.00	2,856.00	
	<u>100-1230-7071-0000</u>	SOFTWARE	SOFTWARE		2,856.00	
<u>24692162111100</u>	Invoice	06/08/2022	DNS MADE EASY	0.00	40.00	
	<u>100-1230-7071-0000</u>	SOFTWARE	DOMAIN NAME		40.00	
<u>24692162111100</u>	Invoice	06/08/2022	THE HOME DEPOT 8987	0.00	309.35	
	<u>100-6050-7070-5250</u>	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		309.35	
<u>24692162112100</u>	Invoice	06/08/2022	BEAUMONT COPY CENTER I	0.00	223.04	
	<u>100-1550-7040-0000</u>	RECREATION PROGRAMS	COMMUNITY EVENT SUPPLIES		223.04	
<u>24692162113100</u>	Invoice	06/08/2022	AMZN MKTP US*1042371V2	0.00	31.51	
	<u>100-2050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		31.51	
<u>24692162115100</u>	Invoice	06/08/2022	D J*WALL-ST-JOURNAL	0.00	4.00	
	<u>100-1200-7030-0000</u>	DUES & SUBSCRIPTIONS	MONTHLY SUBSCRIPTION		4.00	
<u>24692162116100</u>	Invoice	06/08/2022	COVERCRAFT DIRECT	0.00	422.79	
	<u>100-2100-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		422.79	
<u>24692162117100</u>	Invoice	06/08/2022	SQ *BEAUMONT POWER EQUIPM	0.00	245.13	
	<u>100-6050-7070-5999</u>	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		245.13	
<u>24692162118100</u>	Invoice	06/08/2022	THE HOME DEPOT 8987	0.00	300.00	
	<u>100-6050-7070-5250</u>	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		300.00	
<u>24692162120100</u>	Invoice	06/08/2022	THE HOME DEPOT 8987	0.00	300.00	
	<u>100-6050-7070-5250</u>	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		300.00	
<u>24692162120100</u>	Invoice	06/08/2022	THE HOME DEPOT 8987	0.00	689.37	
	<u>100-6050-7070-5250</u>	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		689.37	
<u>24692162122100</u>	Invoice	06/08/2022	RESIDENCE INN GASLAMP	0.00	959.95	
	<u>100-1350-7066-0000</u>	TRAVEL, EDUCATION, TRA	TRAVEL FOR PLANNING CONFER		959.95	
<u>24692162122100</u>	Invoice	06/08/2022	RESIDENCE INN GASLAMP	0.00	943.04	
	<u>100-1350-7066-0000</u>	TRAVEL, EDUCATION, TRA	TRAVEL FOR PLANNING CONFER		943.04	
<u>24692162123100</u>	Invoice	06/08/2022	THE TOLL ROADS OF OC	0.00	100.00	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		100.00	
<u>24692162124100</u>	Invoice	06/08/2022	THE HOME DEPOT 8987	0.00	300.00	
	<u>100-6050-7070-5250</u>	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		300.00	
<u>24692162125100</u>	Invoice	06/08/2022	THE HOME DEPOT 8987	0.00	215.44	
	<u>100-6050-7070-5500</u>	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES		215.44	
<u>24692162125100</u>	Invoice	06/08/2022	SQ *SIGNATURE PRINT	0.00	400.00	
	<u>700-4050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		400.00	
<u>24692162125100</u>	Invoice	06/08/2022	SQ *SIGNATURE PRINT	0.00	200.00	
	<u>100-0000-2026-0000</u>	ACCOUNTS PAYABLE SUSP	SQ *SIGNATURE PRINT		200.00	
<u>24692162125100</u>	Invoice	06/08/2022	AMZN MKTP US*136JA5CPO	0.00	430.95	
	<u>100-2050-7070-0000</u>	SPECIAL DEPT SUPPLIES	PA SYSTEM		430.95	
<u>24692162126100</u>	Invoice	06/08/2022	THE HOME DEPOT 8987	0.00	215.75	
	<u>100-6050-7070-5400</u>	SPEC DEPT EXP - SPORTS	DEPT SUPPLIES		215.75	
<u>24692162126100</u>	Invoice	06/08/2022	4IMPRINT, INC	0.00	859.75	
	<u>100-1200-7020-0000</u>	ADVERTISING	CITY BRANDED PENS		859.75	
<u>24692162126100</u>	Invoice	06/08/2022	UPDOG MEDIA LLC	0.00	149.66	
	<u>100-1550-7065-0000</u>	CITY UNIFORMS	STAFF LANYARDS		149.66	
<u>24692162130100</u>	Invoice	06/08/2022	THE HOME DEPOT 8987	0.00	646.31	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-6050-7070-5400	SPEC DEPT EXP - SPORTS	DEPT SUPPLIES		646.31	
<u>24692162130100</u>	Invoice	06/08/2022	THE HOME DEPOT 8987	0.00	517.09	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES		517.09	
<u>24692162130100</u>	Invoice	06/08/2022	SQ *BIG TIME DESIGN	0.00	357.73	
	100-1550-7065-0000	CITY UNIFORMS	STAFF EVENT SHIRTS		357.73	
<u>24755422115171</u>	Invoice	06/08/2022	WELDORS SUPPLY AND STEEL	0.00	123.99	
	100-3100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		123.99	
<u>24755422123271</u>	Invoice	06/08/2022	WELDORS SUPPLY AND STEEL	0.00	46.26	
	100-3100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		46.26	
<u>24755422125161</u>	Invoice	06/08/2022	ENGINEERS BD	0.00	270.00	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	ENGINEERS BD		270.00	
<u>24767252119000</u>	Invoice	06/08/2022	PALM CLEANERS	0.00	35.00	
	100-1550-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		35.00	
<u>24767902102120</u>	Invoice	06/08/2022	0954 CED	0.00	120.68	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	0954 CED		120.68	
<u>24767902103124</u>	Invoice	06/08/2022	0954 CED	0.00	34.48	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	0954 CED		34.48	
<u>24793382101376</u>	Invoice	06/08/2022	TESLA, INC.	0.00	9.99	
	100-2050-7030-0000	DUES & SUBSCRIPTIONS	MONTHLY SUBSCRIPTION		9.99	
<u>24793382106000</u>	Invoice	06/08/2022	TESLA INC SUPERCHARGER	0.00	19.80	
	100-2050-7050-000E	EV CHARGING EXPENSE	EV CHARGING		19.80	
<u>24793382111000</u>	Invoice	06/08/2022	TESLA INC SUPERCHARGER	0.00	16.34	
	100-2050-7050-000E	EV CHARGING EXPENSE	EV CHARGING		16.34	
<u>24793382113000</u>	Invoice	06/08/2022	TESLA INC SUPERCHARGER	0.00	19.44	
	100-2050-7050-000E	EV CHARGING EXPENSE	EV CHARGING		19.44	
<u>24793382119000</u>	Invoice	06/08/2022	TESLA INC SUPERCHARGER	0.00	15.12	
	100-2050-7050-000E	EV CHARGING EXPENSE	EV CHARGING		15.12	
<u>24793382121000</u>	Invoice	06/08/2022	TESLA INC SUPERCHARGER	0.00	15.12	
	100-2050-7050-000E	EV CHARGING EXPENSE	EV CHARGING		15.12	
<u>24793382126000</u>	Invoice	06/08/2022	TESLA INC SUPERCHARGER	0.00	14.40	
	100-2050-7050-000E	EV CHARGING EXPENSE	EV CHARGING		14.40	
<u>24801972101726</u>	Invoice	06/08/2022	TOP-LINE INDUSTRIAL	0.00	8.02	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	TOP-LINE INDUSTRIAL		8.02	
<u>24801972111286</u>	Invoice	06/08/2022	CALIFORNIA BUILDING OF	0.00	695.00	
	100-2150-7066-0000	TRAVEL, EDUCATION, TRA	CALBO CONFERENCE		695.00	
<u>24801972117608</u>	Invoice	06/08/2022	HELPING OUR PETS EDUCATI	0.00	550.00	
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING		550.00	
<u>24801972118400</u>	Invoice	06/08/2022	TUSCANOS PIZZA & PASTA	0.00	139.90	
	100-1200-7035-0000	LOCAL MEETINGS	MEETING SUPPLIES - FOR BUDG		139.90	
<u>24801972118726</u>	Invoice	06/08/2022	TOP-LINE INDUSTRIAL	0.00	28.00	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		28.00	
<u>24801972118726</u>	Invoice	06/08/2022	TOP-LINE INDUSTRIAL	0.00	314.97	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	TOP-LINE INDUSTRIAL		314.97	
<u>24801972118726</u>	Invoice	06/08/2022	TOP-LINE INDUSTRIAL	0.00	142.41	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		142.41	
<u>24801972119690</u>	Invoice	06/08/2022	CALIFORNIA WATER ENVIRON	0.00	192.00	
	700-4050-7030-0000	DUES & SUBSCRIPTIONS	CWEA MEMBERSHIP		192.00	
<u>24801972129726</u>	Invoice	06/08/2022	TOP-LINE INDUSTRIAL	0.00	5.17	
	100-3250-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		5.17	
<u>24801972130400</u>	Invoice	06/08/2022	PRO-PIPE & SUPPLY	0.00	208.70	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES		208.70	
<u>24943002105722</u>	Invoice	06/08/2022	HYATT REGENCY SACRAMENTO	0.00	753.59	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	700-4050-7066-0000		TRAVEL, EDUCATION, TRA TRAVEL FOR CWEA CONFERENC		753.59	
<u>24943002112708</u>	Invoice	06/08/2022	HOLIDAY INN EXPRESS COST	0.00	331.36	
	750-7300-7066-0000		TRAVEL, EDUCATION, TRA TRAVEL FOR EXPO/TRAINING		331.36	
<u>24943002116006</u>	Invoice	06/08/2022	PLANET HOLLYWD ADV DEPO	0.00	248.30	
	100-1200-7066-0000		TRAVEL, EDUCATION, TRA ICSC CONFERENCE - WARSINSKI		248.30	
<u>24943002116846</u>	Invoice	06/08/2022	MGM GRAND - ADV DEP	0.00	303.75	
	100-1350-7066-0000		TRAVEL, EDUCATION, TRA ICSC TRAINING TRAVEL		303.75	
<u>24943002127708</u>	Invoice	06/08/2022	INTERCONTINENTAL SAN DIE	0.00	259.36	
	100-2050-7066-0000		TRAVEL, EDUCATION, TRA TRAVEL FOR EMPLOYEE TRAINI		259.36	
<u>24943012103010</u>	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	120.58	
	100-6050-7070-5999		SPEC DEPT EXP - ALL PAR DEPT SUPPLIES		120.58	
<u>24943012103010</u>	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	126.85	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES		126.85	
<u>24943012104010</u>	Invoice	06/08/2022	HOMEDEPOT.COM	0.00	169.67	
	100-6000-7085-6055		BLDG MAINT- FIRE STATIO HOMEDEPOT.COM		169.67	
<u>24943012104010</u>	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	34.75	
	100-6000-7070-6029		SPEC DEPT EXP - CITY HAL DEPT SUPPLIES		34.75	
<u>24943012104010</u>	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	25.90	
	100-6000-7070-6025		SPEC DEPT EXP - CITY HAL DEPT SUPPLIES		25.90	
<u>24943012105010</u>	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	1,269.30	
	100-2050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES		1,269.30	
<u>24943012106010</u>	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	174.13	
	100-6000-7070-6040		SPEC DEPT EXP- POLICE D DEPT SUPPLIES		174.13	
<u>24943012106010</u>	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	14.22	
	100-6000-7070-6040		SPEC DEPT EXP- POLICE D DEPT SUPPLIES		14.22	
<u>24943012107010</u>	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	192.87	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES		192.87	
<u>24943012109010</u>	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	159.94	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES		159.94	
<u>24943012110010</u>	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	133.39	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES		133.39	
<u>24943012110010</u>	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	12.00	
	100-6000-7070-6027		SPEC DEPT EXP - CITY HAL DEPT SUPPLIES		12.00	
<u>24943012110010</u>	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	48.20	
	100-6000-7070-6025		SPEC DEPT EXP - CITY HAL DEPT SUPPLIES		48.20	
<u>24943012111010</u>	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	108.42	
	750-7300-7085-0000		BUILDING SUPPLIES/MAI DEPT SUPPLIES		108.42	
<u>24943012112010</u>	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	136.65	
	750-7300-7085-0000		BUILDING SUPPLIES/MAI DEPT SUPPLIES		136.65	
<u>24943012113010</u>	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	174.51	
	100-6050-7070-5999		SPEC DEPT EXP - ALL PAR THE HOME DEPOT #8988		174.51	
<u>24943012113010</u>	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	11.44	
	750-7300-7085-0000		BUILDING SUPPLIES/MAI DEPT SUPPLIES		11.44	
<u>24943012113010</u>	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	7.73	
	750-7300-7025-0000		OFFICE SUPPLIES OFFICE SUPPLIES		7.73	
<u>24943012113010</u>	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	12.31	
	750-7300-7085-0000		BUILDING SUPPLIES/MAI DEPT SUPPLIES		12.31	
<u>24943012116010</u>	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	16.16	
	750-7300-7085-0000		BUILDING SUPPLIES/MAI DEPT SUPPLIES		16.16	
<u>24943012117010</u>	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	47.85	
	100-6050-7070-5999		SPEC DEPT EXP - ALL PAR DEPT SUPPLIES		47.85	
<u>24943012117010</u>	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	24.17	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	750-7300-7085-0000	BUILDING SUPPLIES/MAI	DEPT SUPPLIES		24.17	
24943012117010	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	15.02	
	100-6000-7070-6025	SPEC DEPT EXP - CITY HAL	DEPT SUPPLIES		15.02	
24943012118010	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	68.05	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		68.05	
24943012119010	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	129.12	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	THE HOME DEPOT #8987		129.12	
24943012120010	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	55.97	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		55.97	
24943012124010	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	55.10	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		55.10	
24943012124010	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	48.42	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	THE HOME DEPOT #8987		48.42	
24943012130010	Invoice	06/08/2022	THE HOME DEPOT #8987	0.00	140.36	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		140.36	
74207852105170	Credit Memo	06/08/2022	CALIFORNIA POLICE CHIEFS	0.00	-297.00	
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING		-297.00	
74431052105838	Credit Memo	06/08/2022	NAPA AUTO PARTS 164	0.00	-81.85	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-81.85	
74692162104100	Credit Memo	06/08/2022	COVERCRAFT DIRECT	0.00	-469.79	
	100-2100-7037-0000	VEHICLE MAINTENANCE	CREDIT FOR RETURNED SEAT CO		-469.79	
74943002126846	Credit Memo	06/08/2022	MGM GRAND - ADV DEP	0.00	-303.75	
	100-1350-7066-0000	TRAVEL, EDUCATION, TRA	CANCELLED TRAVEL		-303.75	
74943012120010	Credit Memo	06/08/2022	THE HOME DEPOT #8987	0.00	-69.23	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		-69.23	
74943012124010	Credit Memo	06/08/2022	THE HOME DEPOT #8987	0.00	-9.08	
	100-6050-7070-006B	SPEC DEPT EXP - IA 6B	DEPT SUPPLIES		-9.08	
	**Void**	06/10/2022	EFT	0.00	0.00	599
	**Void**	06/10/2022	EFT	0.00	0.00	600
	**Void**	06/10/2022	EFT	0.00	0.00	601
	**Void**	06/10/2022	EFT	0.00	0.00	602
	**Void**	06/10/2022	EFT	0.00	0.00	603
	**Void**	06/10/2022	EFT	0.00	0.00	604
3109	NICOLE WHEELWRIGHT	06/10/2022	Regular	0.00	161.00	111153
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
06/09/22	Invoice	06/09/2022	TRAVEL EXPENSE REIMBURSEMENT	0.00	161.00	
	100-1150-7066-0000	TRAVEL, EDUCATION, TRA	TRAVEL EXPENSE REIMBURSEM		161.00	
2094	PYRO SPECTACULARS	06/10/2022	Regular	0.00	26,000.00	111154
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
200	Invoice	06/09/2022	July 4th fire works	0.00	26,000.00	
	100-1550-7040-0000	RECREATION PROGRAMS	July 4th fire works		26,000.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1042	ALL PURPOSE RENTALS	06/13/2022	Virtual Payment	0.00	1,405.80	APA001408
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
48508	Invoice	06/09/2022	DEPT SUPPLIES	0.00	202.40	
	<u>100-6050-7070-5500</u>		SPEC DEPT EXP - STEWAR		202.40	
48526	Invoice	06/09/2022	DEPT SUPPLIES	0.00	246.40	
	<u>100-6050-7070-5250</u>		SPEC DEPT EXP - RANGEL		123.20	
	<u>100-6050-7070-5500</u>		SPEC DEPT EXP - STEWAR		123.20	
48615	Invoice	06/09/2022	DEPT SUPPLIES	0.00	341.00	
	<u>100-6050-7070-5250</u>		SPEC DEPT EXP - RANGEL		341.00	
48722	Invoice	06/09/2022	DEPT SUPPLIES	0.00	616.00	
	<u>100-6050-7070-5250</u>		SPEC DEPT EXP - RANGEL		616.00	
1043	ALLDATA	06/13/2022	Virtual Payment	0.00	1,383.75	APA001409
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>INVC01512794</u>	Invoice	06/09/2022	SOFTWARE	0.00	1,383.75	
	<u>750-7300-7071-0000</u>		SOFTWARE		1,383.75	
1050	AMAZON CAPITAL SERVICES	06/13/2022	Virtual Payment	0.00	3,389.39	APA001410
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>11D1-NWPR-139</u>	Invoice	06/09/2022	OFFICE SUPPLIES	0.00	118.25	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		97.79	
	<u>700-4050-7025-0000</u>		OFFICE SUPPLIES		20.46	
<u>1316-HVYP-C93R</u>	Invoice	06/09/2022	OFFICE SUPPLIES	0.00	320.53	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		320.53	
<u>14FW-RCC4-PQ4</u>	Invoice	06/09/2022	VEHICLE MAINTENANCE	0.00	449.21	
	<u>760-0000-8040-0000</u>		EQUIPMENT		449.21	
<u>16CW-JDKW-4X9</u>	Invoice	06/09/2022	DEPT SUPPLIES	0.00	41.48	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		41.48	
<u>16FK-FRTK-1PC1</u>	Invoice	06/09/2022	OFFICE SUPPLIES	0.00	24.33	
	<u>750-7300-7025-0000</u>		OFFICE SUPPLIES		24.33	
<u>174V-QYW4-DKLF</u>	Invoice	06/09/2022	DEPT SUPPLIES	0.00	109.87	
	<u>100-2080-7070-0000</u>		SPECIAL DEPT SUPPLIES		109.87	
<u>17RG-GYFG-QFXK</u>	Invoice	06/09/2022	OFFICE SUPPLIES	0.00	36.03	
	<u>100-2000-7025-0000</u>		OFFICE SUPPLIES		1.80	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		34.23	
<u>1CNX-DWLX-JPKH</u>	Invoice	06/09/2022	OFFICE SUPPLIES	0.00	19.37	
	<u>100-2000-7025-0000</u>		OFFICE SUPPLIES		0.97	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		18.40	
<u>1CPD-RQ9R-4M9</u>	Invoice	06/09/2022	OFFICE SUPPLIES	0.00	256.34	
	<u>100-2000-7025-0000</u>		OFFICE SUPPLIES		12.82	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		243.52	
<u>1CXR-DYXF-THHK</u>	Invoice	06/09/2022	DEPT SUPPLIES	0.00	33.38	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		33.38	
<u>1DN4-4WVT-CNQ</u>	Invoice	06/09/2022	DEPT SUPPLIES	0.00	20.45	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		20.45	
<u>1H3M-QFPX-G3N</u>	Invoice	06/09/2022	VEHICLE MAINTENANCE	0.00	29.96	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		29.96	
<u>1HRP-3CQC-69F9</u>	Invoice	06/09/2022	DEPT SUPPLIES	0.00	77.55	
	<u>750-7100-7070-0000</u>		SPECIAL DEPT SUPPLIES		77.55	
<u>1LVQ-NHGG-34LX</u>	Invoice	06/09/2022	DEPT SUPPLIES	0.00	52.92	
	<u>750-7400-7070-0000</u>		SPECIAL DEPT SUPPLIES		52.92	
<u>1MLN-J7N4-9RPP</u>	Invoice	06/09/2022	OFFICE SUPPLIES	0.00	128.78	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Item Description
	<u>100-2000-7025-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES		6.44	
	<u>100-2050-7025-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES		122.34	
<u>1PXC-4RX4-GTG3</u>	Invoice	06/09/2022	OFFICE SUPPLIES	0.00	558.14	
	<u>100-2000-7025-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES		27.91	
	<u>100-2050-7025-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES		530.23	
<u>1RN3-TNMQ-9J6</u>	Invoice	06/09/2022	OFFICE SUPPLIES	0.00	367.87	
	<u>100-2000-7025-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES		18.39	
	<u>100-2050-7025-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES		349.48	
<u>1TDJ-TQQT-4FTJ</u>	Invoice	06/09/2022	DEPT SUPPLIES	0.00	151.48	
	<u>750-7100-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		151.48	
<u>1XRC-XVKD-VWG</u>	Invoice	06/09/2022	COMMUNITY EVENTS	0.00	593.45	
	<u>100-1550-7040-0000</u>	RECREATION PROGRAMS	COMMUNITY EVENTS		593.45	
3560	AMCS GROUP INC	06/13/2022	Virtual Payment	0.00	2,808.75	APA001411
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>115990</u>	Invoice	06/09/2022	SOFTWARE	0.00	2,808.75	
	<u>750-7300-7071-0000</u>	SOFTWARE	SOFTWARE		2,808.75	
1053	AMERICAN FORENSIC NURSES	06/13/2022	Virtual Payment	0.00	377.94	APA001412
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>75661</u>	Invoice	06/09/2022	PROFESSIONAL SERVICES	0.00	125.98	
	<u>100-2050-7068-0000</u>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		125.98	
<u>75662</u>	Invoice	06/09/2022	PROFESSIONAL SERVICES	0.00	62.99	
	<u>100-2050-7068-0000</u>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		62.99	
<u>76031</u>	Invoice	06/09/2022	PROFESSIONAL SERVICES	0.00	188.97	
	<u>100-2050-7068-0000</u>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		188.97	
3831	ANIMAL PEST MANAGEMENT SERVICES, INC	06/13/2022	Virtual Payment	0.00	1,187.50	APA001413
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>622890</u>	Invoice	06/09/2022	Pest Control for City Buildings	0.00	685.00	
	<u>100-6000-7068-6025</u>	CONTRACTUAL SVC - CITY	PEST CONTROL FOR CITY BUILDI		130.00	
	<u>100-6000-7068-6026</u>	CONTRACTUAL SVC - CITY	PEST CONTROL FOR CITY BUILDI		65.00	
	<u>100-6000-7068-6040</u>	CONTRACTUAL SVC- POLI	PEST CONTROL FOR CITY BUILDI		75.00	
	<u>100-6000-7068-6041</u>	CONTRACTUAL SVC- POLI	PEST CONTROL FOR CITY BUILDI		90.00	
	<u>100-6000-7068-6045</u>	CONTRACTUAL SVC- COM	PEST CONTROL FOR CITY BUILDI		130.00	
	<u>100-6000-7068-6055</u>	CONTRACTUAL SVC- FIRE	PEST CONTROL FOR CITY BUILDI		65.00	
	<u>750-7000-7068-0000</u>	CONTRACTUAL SERVICES	PEST CONTROL FOR CITY BUILDI		65.00	
	<u>750-7300-7068-0000</u>	CONTRACTUAL SERVICES	PEST CONTROL FOR CITY BUILDI		65.00	
<u>649933</u>	Invoice	06/09/2022	PROFESSIONAL SERVICES	0.00	227.50	
	<u>700-4050-7068-0000</u>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		227.50	
<u>662591</u>	Invoice	06/09/2022	PROFESSIONAL SERVICES	0.00	275.00	
	<u>100-6000-7068-6040</u>	CONTRACTUAL SVC- POLI	PROFESSIONAL SERVICES		275.00	
1080	ARAMARK	06/13/2022	Virtual Payment	0.00	63.04	APA001414
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>12541287</u>	Invoice	06/09/2022	OFFICE SUPPLIES	0.00	63.04	
	<u>100-2050-7025-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES		63.04	
1086	ARROWHEAD RADIOLOGY MEDICAL	06/13/2022	Virtual Payment	0.00	25.00	APA001415
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>4455 2049323.1</u>	Invoice	06/09/2022	EMPLOYEE MEDICAL SERVICES	0.00	25.00	
	<u>100-2050-6019-0000</u>	FIRST AID	EMPLOYEE MEDICAL SERVICES		25.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1100	AUTOZONE	06/13/2022	Virtual Payment	0.00	283.16	APA001416
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>2882130667</u>	Invoice	06/09/2022	VEHICLE MAINTENANCE	0.00	283.16	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		283.16	
1159	BIG TEX TRAILERS	06/13/2022	Virtual Payment	0.00	193.94	APA001417
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>PI360673</u>	Invoice	06/09/2022	VEHICLE MAINTENANCE	0.00	193.94	
	<u>100-3250-7037-0000</u>		VEHICLE MAINTENANCE		193.94	
1161	BIO-TOX LABORATORIES	06/13/2022	Virtual Payment	0.00	1,565.00	APA001418
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>42745</u>	Invoice	06/09/2022	PROFESSIONAL SERVICES	0.00	839.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		839.00	
<u>42846</u>	Invoice	06/09/2022	PROFESSIONAL SERVICES	0.00	726.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		726.00	
3602	BURRTEC WASTE GROUP, INC	06/13/2022	Virtual Payment	0.00	33,332.38	APA001419
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>6022022-3</u>	Invoice	06/09/2022	SLUDGE HAULING SERVICES	0.00	33,332.38	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		33,332.38	
4524	CALIFORNIA SURVEYING & DRAFTING SUPPLY I	06/13/2022	Virtual Payment	0.00	43,083.13	APA001420
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>91138914</u>	Invoice	06/09/2022	TRIMBLE S7 SURVEY EQUIPMENT	0.00	43,083.13	
	<u>100-3100-8040-0000</u>		EQUIPMENT		43,083.13	
3892	CALL ONE, INC	06/13/2022	Virtual Payment	0.00	146.54	APA001421
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>2131538</u>	Invoice	06/09/2022	DEPT SUPPLIES	0.00	81.89	
	<u>100-2090-7070-0000</u>		SPECIAL DEPT SUPPLIES		81.89	
<u>2137077</u>	Invoice	06/09/2022	DEPT SUPPLIES	0.00	64.65	
	<u>100-2090-7070-0000</u>		SPECIAL DEPT SUPPLIES		64.65	
1242	CED	06/13/2022	Virtual Payment	0.00	4,282.61	APA001422
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>0954-1011498</u>	Invoice	06/09/2022	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	1,226.69	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		1,226.69	
<u>0954-1011692</u>	Invoice	06/09/2022	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	319.85	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		319.85	
<u>0954-1011750</u>	Invoice	06/09/2022	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	238.90	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		238.90	
<u>0954-1012119</u>	Invoice	06/09/2022	DEPT SUPPLIES	0.00	1,008.49	
	<u>100-6050-7070-5450</u>		SPEC DEPT EXP - STETSON		504.25	
	<u>100-6050-7070-5600</u>		SPEC DEPT EXP - TREVINO		504.24	
<u>0954-1012120</u>	Invoice	06/09/2022	RANGEL PARK SUPPLIES	0.00	1,176.20	
	<u>500-0000-8990-0000</u>		CAPITAL OUTLAY		1,176.20	
<u>0954-1012225</u>	Invoice	06/09/2022	DEPT SUPPLIES	0.00	312.48	
	<u>100-6050-7070-5200</u>		SPEC DEPT EXP - PALMER		156.24	
	<u>100-6050-7070-5450</u>		SPEC DEPT EXP - STETSON		156.24	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4534	CHALLENGER SPORTS	06/13/2022	Virtual Payment	0.00	826.00	APA001423
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
002	Invoice	06/09/2022	TINY TYKES SOCCER CLASSES FOR APRIL/ RECREATION PROGRAMS	0.00	826.00	
	<u>100-1550-7040-0000</u>		TINY TYKES SOCCER CLASSES FO		826.00	
1302	CLINICAL LABORATORY OF SAN BERNARDINO, I	06/13/2022	Virtual Payment	0.00	9,154.00	APA001424
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
2200803	Invoice	06/09/2022	Clinical Labs	0.00	9,154.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		9,154.00	
4389	CYNTHIA GAMACHE	06/13/2022	Virtual Payment	0.00	280.00	APA001425
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
013	Invoice	06/09/2022	CHAIR YOGA CLASSES FOR MAY 2022	0.00	280.00	
	<u>100-1550-7040-0000</u>		RECREATION PROGRAMS		280.00	
1402	DEPARTMENT OF JUSTICE	06/13/2022	Virtual Payment	0.00	350.00	APA001426
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
581996	Invoice	06/09/2022	PROFESSIONAL SERVICES	0.00	245.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		245.00	
582046	Invoice	06/09/2022	PROFESSIONAL SERVICES	0.00	105.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		105.00	
2937	DIAMOND ENVIRONMENTAL SERVICES LP	06/13/2022	Virtual Payment	0.00	156.98	APA001427
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
0003957496	Invoice	06/09/2022	DEPT SUPPLIES	0.00	156.98	
	<u>100-6050-7070-5500</u>		SPEC DEPT EXP - STEWAR		156.98	
4458	DIANA T BENHAR	06/13/2022	Virtual Payment	0.00	91.00	APA001428
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
008	Invoice	06/09/2022	ZUMBA CLASSES FOR MAY 2022	0.00	91.00	
	<u>100-1550-7040-0000</u>		RECREATION PROGRAMS		91.00	
3783	ELSA SIERRA	06/13/2022	Virtual Payment	0.00	40.00	APA001429
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
RCT 932906 CHE	Invoice	06/09/2022	DEPOSIT REFUND	0.00	40.00	
	<u>100-0000-4590-0000</u>		BUILDING RENTAL		40.00	
1499	EVIDENT	06/13/2022	Virtual Payment	0.00	177.33	APA001430
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
190575A	Invoice	06/09/2022	DEPT SUPPLIES	0.00	177.33	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		177.33	
3748	FREEDERIC ANDY NICHOLS	06/13/2022	Virtual Payment	0.00	5,000.00	APA001431
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
2022-9833056-01	Invoice	06/09/2022	CONSULTING SERVICES	0.00	5,000.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		5,000.00	
1533	FRONTIER COMMUNICATIONS	06/13/2022	Virtual Payment	0.00	93.61	APA001432



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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
951-769-8538-06	Invoice	06/09/2022	PHONE UTILITY	0.00	93.61	
	<u>100-1230-7015-6048</u>		TELEPHONE (POOL)		93.61	
3874	GENERAC POWER SYSTEMS INC	06/13/2022	Virtual Payment	0.00	706.55	APA001433
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>28517-1</u>	Invoice	06/09/2022	BUILDING MAINTENANCE	0.00	706.55	
	<u>100-6000-7085-6055</u>		BLDG MAINT- FIRE STATIO		706.55	
1583	GRAFIX SYSTEMS	06/13/2022	Virtual Payment	0.00	1,269.60	APA001434
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>30058</u>	Invoice	06/09/2022	VEHICLE MAINTENANCE	0.00	1,269.60	
	<u>600-5050-8060-0000</u>		VEHICLE REPLACEMENT E		1,269.60	
1612	HEARD'S INVESTIGATIONS AND POLYGRAPH LL	06/13/2022	Virtual Payment	0.00	175.00	APA001435
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>7549</u>	Invoice	06/09/2022	HIRING COSTS	0.00	175.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		175.00	
3572	HECTOR ALVARADO	06/13/2022	Virtual Payment	0.00	2,050.00	APA001436
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1766</u>	Invoice	06/09/2022	Bus Wash and Detail	0.00	990.00	
	<u>750-7100-7068-0000</u>		CONTRACTUAL SERVICES		150.00	
	<u>750-7400-7068-0000</u>		CONTRACTUAL EXPENSES		340.00	
	<u>750-7600-7068-0000</u>		CONTRACTUAL SERVICES		200.00	
	<u>750-7800-7068-0000</u>		CONTRACTUAL SERVICES		100.00	
	<u>750-7900-7068-0000</u>		CONTRACTUAL SERVICES		100.00	
	<u>750-8100-7068-0000</u>		CONTRACTUAL SERVICES		50.00	
	<u>750-8200-7068-0000</u>		CONTRACTUAL SERVICES		50.00	
<u>1768</u>	Invoice	06/09/2022	Bus Wash and Detail	0.00	1,060.00	
	<u>750-7100-7068-0000</u>		CONTRACTUAL SERVICES		150.00	
	<u>750-7400-7068-0000</u>		CONTRACTUAL EXPENSES		260.00	
	<u>750-7600-7068-0000</u>		CONTRACTUAL SERVICES		250.00	
	<u>750-7800-7068-0000</u>		CONTRACTUAL SERVICES		150.00	
	<u>750-7900-7068-0000</u>		CONTRACTUAL SERVICES		100.00	
	<u>750-8100-7068-0000</u>		CONTRACTUAL SERVICES		50.00	
	<u>750-8300-7068-0000</u>		CONTRACTUAL SERVICES		100.00	
1622	HI-WAY SAFETY INC	06/13/2022	Virtual Payment	0.00	184.08	APA001437
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>128819</u>	Invoice	06/09/2022	DEPT SUPPLIES	0.00	184.08	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		184.08	
1637	HOUSTON & HARRIS PCS, INC	06/13/2022	Virtual Payment	0.00	2,257.25	APA001438
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>22-24464</u>	Invoice	06/09/2022	ON CALL SEWER CLEANING, VIDEO & EME	0.00	2,257.25	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		2,257.25	
1638	HOWARD'S	06/13/2022	Virtual Payment	0.00	13,350.00	APA001439
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2266</u>	Invoice	06/09/2022	WEED ABATEMENT	0.00	738.00	
	<u>100-2030-7039-0000</u>		CODE ENFORCEMENT		738.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>2267</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	948.00 948.00	
<u>2268</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	878.00 878.00	
<u>2269</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	178.00 178.00	
<u>2270</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	143.00 143.00	
<u>2271</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	143.00 143.00	
<u>2272</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	213.00 213.00	
<u>2273</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	178.00 178.00	
<u>2274</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	318.00 318.00	
<u>2275</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	108.00 108.00	
<u>2276</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	108.00 108.00	
<u>2278</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	108.00 108.00	
<u>2279</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	108.00 108.00	
<u>2280</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	143.00 143.00	
<u>2281</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	318.00 318.00	
<u>2282</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	318.00 318.00	
<u>2283</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	178.00 178.00	
<u>2284</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	178.00 178.00	
<u>2311</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	1,648.00 1,648.00	
<u>2392</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	143.00 143.00	
<u>2393</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	143.00 143.00	
<u>2394</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	143.00 143.00	
<u>2395</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	528.00 528.00	
<u>2396</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	738.00 738.00	
<u>2397</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	318.00 318.00	
<u>2398</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	353.00 353.00	
<u>2399</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	423.00 423.00	

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<u>2400</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	423.00	
<u>2401</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	738.00	
<u>2402</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	213.00	
<u>2403</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	178.00	
<u>2404</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	143.00	
<u>2405</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	143.00	
<u>2406</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	178.00	
<u>2408</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	598.00	
<u>2409</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	178.00	
<u>2410</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	178.00	
<u>2411</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	283.00	
<u>2412</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	178.00	
<u>2647</u>	Invoice <u>100-2030-7039-0000</u>	06/09/2022	WEED ABATEMENT CODE ENFORCEMENT	0.00	178.00	
3221	HUBER TECHNOLOGY, INC	06/13/2022	Virtual Payment	0.00	44.12	APA001440
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>CD10023102</u>	Invoice <u>710-0000-8030-0000</u>	06/09/2022	HIGH PRESSURE SPRAY SYSTEM & REPAIR CAPITAL IMPROVEMENT	0.00	44.12	
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	06/13/2022	Virtual Payment	0.00	356.26	APA001441
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>34506</u>	Invoice <u>100-2050-7068-0000</u>	06/09/2022	PROFESSIONAL SERVICES CONTRACTUAL SERVICES	0.00	356.26	
4452	JULIA STOCKMAN	06/13/2022	Virtual Payment	0.00	280.00	APA001442
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>007</u>	Invoice <u>100-1550-7040-0000</u>	06/09/2022	BALLET CLASSES FOR MAY 2022 RECREATION PROGRAMS	0.00	280.00	
4612	K. HOVNIANIAN CALIFORNIA OPERATIONS, INC	06/13/2022	Virtual Payment	0.00	9,114.35	APA001443
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>2016-4</u>	Invoice <u>250-0000-1137-0000</u>	06/09/2022	CFD FORMATION REMAINING DEPOSITED TRUSTEE 2016-4	0.00	9,114.35	
1857	LIEBERT CASSIDY WHITMORE	06/13/2022	Virtual Payment	0.00	312.50	APA001444
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>217085</u>	Invoice <u>100-1300-7068-000B</u>	06/09/2022	LEGAL SERVICES - POA NEGOTIATIONS CONTRACTUAL SERVICES	0.00	78.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>217086</u>	Invoice	06/09/2022	LEGAL SERVICES - SEIU SALARY GRIEVANC	0.00	234.50	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		234.50	
1901	MANNING & KASS, ELLROD, RAMIREZ	06/13/2022	Virtual Payment	0.00	715.00	APA001445
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>737759</u>	Invoice	06/09/2022	LEGAL SERVICES	0.00	615.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		615.00	
<u>740061</u>	Invoice	06/09/2022	LEGAL SERVICES	0.00	100.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		100.00	
3924	MARCUS A ANDREWS	06/13/2022	Virtual Payment	0.00	4,671.90	APA001446
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>214</u>	Invoice	06/09/2022	PROFESSIONAL SERVICES	0.00	4,671.90	
	<u>100-6050-7068-5500</u>		CONTRACT SVC - STEWAR		4,671.90	
1916	MARK THOMAS & COMPANY, INC	06/13/2022	Virtual Payment	0.00	8,452.11	APA001447
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>43659</u>	Invoice	06/09/2022	REVISED TRAFFIC ANALYSIS FOR POTRERO	0.00	8,452.11	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		8,452.11	
1984	NAPA AUTO PARTS	06/13/2022	Virtual Payment	0.00	83.90	APA001448
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>178827</u>	Invoice	06/09/2022	VEHICLE MAINTENANCE	0.00	15.21	
	<u>100-3250-7037-0000</u>		VEHICLE MAINTENANCE		15.21	
<u>178844</u>	Invoice	06/09/2022	VEHICLE MAINTENANCE	0.00	36.09	
	<u>100-3250-7037-0000</u>		VEHICLE MAINTENANCE		36.09	
<u>179845</u>	Invoice	06/09/2022	VEHICLE MAINTENANCE	0.00	9.15	
	<u>100-6050-7090-0000</u>		EQUIP SUPPLIES/MAINT		9.15	
<u>180358</u>	Invoice	06/09/2022	VEHICLE MAINTENANCE	0.00	23.45	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		23.45	
2009	O'REILLY AUTO PARTS	06/13/2022	Virtual Payment	0.00	751.56	APA001449
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>2678-432984</u>	Invoice	06/09/2022	VEHICLE MAINTENANCE	0.00	183.16	
	<u>100-3250-7037-0000</u>		VEHICLE MAINTENANCE		183.16	
<u>2678-433084</u>	Invoice	06/09/2022	VEHICLE MAINTENANCE	0.00	13.99	
	<u>100-3250-7037-0000</u>		VEHICLE MAINTENANCE		13.99	
<u>2678-434801</u>	Invoice	06/09/2022	VEHICLE MAINTENANCE	0.00	105.76	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		105.76	
<u>2678-436269</u>	Invoice	06/09/2022	VEHICLE MAINTENANCE	0.00	46.31	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		46.31	
<u>2678-436688</u>	Invoice	06/09/2022	VEHICLE MAINTENANCE	0.00	72.53	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		72.53	
<u>2678-437965</u>	Invoice	06/09/2022	VEHICLE MAINTENANCE	0.00	7.10	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		7.10	
<u>2678-437966</u>	Invoice	06/09/2022	VEHICLE MAINTENANCE	0.00	7.97	
	<u>750-7800-7037-0000</u>		VEHICLE MAINTENANCE		7.97	
<u>2678-437996</u>	Invoice	06/09/2022	VEHICLE MAINTENANCE	0.00	133.49	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		133.49	
<u>2678-437997</u>	Invoice	06/09/2022	VEHICLE MAINTENANCE	0.00	8.17	
	<u>750-8300-7037-0000</u>		VEHICLE MAINTENANCE		8.17	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>2678-438277</u>	Invoice	06/09/2022	VEHICLE MAINTENANCE	0.00	102.65	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		102.65	
<u>2678-438459</u>	Invoice	06/09/2022	VEHICLE MAINTENANCE	0.00	43.29	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		43.29	
<u>2678-438466</u>	Invoice	06/09/2022	VEHICLE MAINTENANCE	0.00	11.53	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		11.53	
<u>2678-439075</u>	Invoice	06/09/2022	VEHICLE MAINTENANCE	0.00	35.82	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		35.82	
<u>2678-439157</u>	Invoice	06/09/2022	VEHICLE MAINTENANCE	0.00	35.82	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		35.82	
<u>2678-439158</u>	Credit Memo	06/09/2022	VEHICLE MAINTENANCE	0.00	-56.03	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		-56.03	
4186	PARAGON TRADERS, LLC	06/13/2022	Virtual Payment	0.00	70.00	APA001450
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>45532</u>	Invoice	06/09/2022	VEHICLE MAINTENANCE	0.00	70.00	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		70.00	
2039	PARKHOUSE TIRE, INC.	06/13/2022	Virtual Payment	0.00	1,124.69	APA001451
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>2030213909</u>	Invoice	06/09/2022	VEHICLE MAINTENANCE	0.00	1,124.69	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		1,124.69	
2078	PRO RISE GARAGE DOOR CO	06/13/2022	Virtual Payment	0.00	3,100.00	APA001452
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>00023797</u>	Invoice	06/09/2022	BUILDING MAINTENANCE	0.00	3,100.00	
	<u>100-6000-7085-6055</u>		BLDG MAINT- FIRE STATIO		150.00	
	<u>100-6000-7085-6055</u>		BLDG MAINT- FIRE STATIO		2,950.00	
4610	PRO-WEST & ASSOCIATES, INC	06/13/2022	Virtual Payment	0.00	5,319.92	APA001453
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>006389</u>	Invoice	06/09/2022	SOFTWARE	0.00	5,319.92	
	<u>100-2050-7071-0000</u>		SOFTWARE		5,319.92	
3652	PRUDENTIAL OVERALL SUPPLY	06/13/2022	Virtual Payment	0.00	746.19	APA001454
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>23315446</u>	Invoice	06/09/2022	Streets - Prudential Uniforms	0.00	69.35	
	<u>100-3250-7065-0000</u>		CITY UNIFORMS		69.35	
<u>23318663</u>	Invoice	06/09/2022	Streets - Prudential Uniforms	0.00	69.35	
	<u>100-3250-7065-0000</u>		CITY UNIFORMS		69.35	
<u>23322365</u>	Invoice	06/09/2022	Streets - Prudential Uniforms	0.00	71.11	
	<u>100-3250-7065-0000</u>		CITY UNIFORMS		71.11	
<u>23328235</u>	Invoice	06/09/2022	Uniform Rental and Cleaning	0.00	128.63	
	<u>750-7100-7065-0000</u>		UNIFORMS		16.54	
	<u>750-7400-7065-0000</u>		UNIFORMS		41.70	
	<u>750-7600-7065-0000</u>		UNIFORMS		37.25	
	<u>750-7900-7065-0000</u>		UNIFORMS		11.59	
	<u>750-8300-7065-0000</u>		UNIFORMS		21.55	
<u>23328267</u>	Invoice	06/09/2022	Uniform Rental and Cleaning	0.00	53.05	
	<u>750-7300-7065-0000</u>		UNIFORMS		53.05	
<u>23328277</u>	Invoice	06/09/2022	Uniform Rental and Cleaning	0.00	95.44	
	<u>100-6050-7065-0000</u>		CITY UNIFORMS		95.44	

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Date Range: 06/07/2022

Item 4. 22

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>23331464</u>	Invoice	06/09/2022	Uniform Rental and Cleaning	0.00	128.63	
	<u>750-7100-7065-0000</u>		UNIFORMS		16.54	
	<u>750-7400-7065-0000</u>		UNIFORMS		33.29	
	<u>750-7600-7065-0000</u>		UNIFORMS		28.83	
	<u>750-7800-7065-0000</u>		UNIFORMS		16.83	
	<u>750-7900-7065-0000</u>		UNIFORMS		11.59	
	<u>750-8300-7065-0000</u>		UNIFORMS		21.55	
<u>23331483</u>	Invoice	06/09/2022	Uniform Rental and Cleaning	0.00	53.05	
	<u>750-7300-7065-0000</u>		UNIFORMS		53.05	
<u>23331495</u>	Invoice	06/09/2022	WW - Prudential Uniforms	0.00	77.58	
	<u>700-4050-7065-0000</u>		UNIFORMS		77.58	
2234	SAN BERNARDINO COUNTY SHERIFF'S DEPART	06/13/2022	Virtual Payment	0.00	280.00	APA001455
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>21586</u>	Invoice	06/09/2022	EMPLOYEE TRAINING - FIRING RANGE	0.00	280.00	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA		280.00	
2289	SIMPLIFILE	06/13/2022	Virtual Payment	0.00	1,340.75	APA001456
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>15004672211</u>	Invoice	06/09/2022	RECORDING SERVICES	0.00	1,340.75	
	<u>100-3100-7068-0000</u>		CONTRACTUAL SERVICES		16.25	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		1,324.50	
2292	SIRCHIE	06/13/2022	Virtual Payment	0.00	346.96	APA001457
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>0544682-IN</u>	Invoice	06/09/2022	DEPT SUPPLIES	0.00	346.96	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		346.96	
2329	ST. FRANCIS ELECTRIC	06/13/2022	Virtual Payment	0.00	3,358.00	APA001458
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>16605179</u>	Invoice	06/09/2022	EMERGENCY SERVICES	0.00	840.00	
	<u>100-3250-7068-0000</u>		CONTRACTUAL SERVICES		840.00	
<u>16605180</u>	Invoice	06/09/2022	EMERGENCY SERVICES	0.00	560.00	
	<u>100-3250-7068-0000</u>		CONTRACTUAL SERVICES		560.00	
<u>16605181</u>	Invoice	06/09/2022	EMERGENCY SERVICES	0.00	722.50	
	<u>100-3250-7068-0000</u>		CONTRACTUAL SERVICES		722.50	
<u>16605182</u>	Invoice	06/09/2022	EMERGENCY SERVICES	0.00	1,235.50	
	<u>100-3250-7068-0000</u>		CONTRACTUAL SERVICES		1,235.50	
2442	TOP-LINE INDUSTRIAL SUPPLY	06/13/2022	Virtual Payment	0.00	16.70	APA001459
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>447503</u>	Invoice	06/09/2022	VEHICLE MAINTENANCE	0.00	16.70	
	<u>100-3250-7037-0000</u>		VEHICLE MAINTENANCE		16.70	
2456	TURF STAR, INC.	06/13/2022	Virtual Payment	0.00	472.95	APA001460
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>7228955-00</u>	Invoice	06/09/2022	EQUIPMENT MAINTENANCE	0.00	472.95	
	<u>100-6050-7090-0000</u>		EQUIP SUPPLIES/MAINT		472.95	
2461	UNDERGROUND SERVICE ALERT	06/13/2022	Virtual Payment	0.00	161.80	APA001461

Check Report

Date Range: 06/07/2022 Item 4. 22

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		
520220050	Invoice 700-4050-7068-0000	06/09/2022	DIG ALERT - SEWER CONTRACTUAL SERVICES	0.00	161.80	
2516	VOHNE LICHE KENNELS INC	06/13/2022	Virtual Payment	0.00	413.57	APA001462
18055	Invoice 100-2080-7066-0000	06/09/2022	K9 TRAINING TRAVEL, EDUCATION, TRA	0.00	350.00	
18081	Invoice 100-2080-7070-0000	06/09/2022	K9 DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	63.57	
2518	VULCAN MATERIALS	06/13/2022	Virtual Payment	0.00	1,761.00	APA001463
73275583	Invoice 100-3250-7070-0000	06/09/2022	ST - SPECIAL DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	512.50	
73278045	Invoice 100-3250-7070-0000	06/09/2022	ST - SPECIAL DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	512.50	
73282623	Invoice 100-3250-7070-0000	06/09/2022	ASPHALT SPECIAL DEPT SUPPLIES	0.00	278.50	
73282624	Invoice 100-3250-7070-0000	06/09/2022	ST - SPECIAL DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	457.50	
3422	WAXIE SANITARY SUPPLY	06/13/2022	Virtual Payment	0.00	182.61	APA001464
80745078	Invoice 100-6000-7085-6025	06/09/2022	BUILDING MAINTENANCE BLDG MAINT - CITY HALL	0.00	182.61	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	26,161.00
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	194	7	0.00	35,839.85
Virtual Payments	164	57	0.00	173,166.17
	<b>360</b>	<b>66</b>	<b>0.00</b>	<b>235,167.02</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	30	8	0.00	243,852.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	206	9	0.00	45,014.60
Virtual Payments	164	57	0.00	173,166.17
	<b>400</b>	<b>75</b>	<b>0.00</b>	<b>462,032.77</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	6/2022	462,032.77
			<b>462,032.77</b>



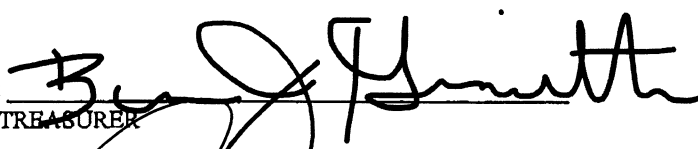



WARRANTS TO BE RATIFIED

Friday, June 24, 2022

Printed Checks	111173-111175	\$ 1,195.16	Utility Refund
	111158-111172, 111176-111179	\$ 1,248,049.72	FY21/22
ACH	605-609	\$ 2,468,339.53	
NvoicePay	APA001465-APA001549	\$ 2,057,058.69	
	A/P Total	<u>\$ 5,773,447.94</u>	
Wires	US Bank	\$ 35,000,000.00	Investment Sub Account
	Bank of Hemet	\$ 2,000,000.00	Payroll Account Replenishment
Bank Drafts	CalPERS	\$ 23,458.23	743 Classic
	MG Trust	\$ 1,453.60	401A 06/17/22
		\$ 1,163.82	FICA 06/17/22
		\$ 26,865.92	457 06/17/22

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: 06/14/2022 - 06/24/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3229	ICMA - RC	06/24/2022	EFT	0.00	2,499.12	608
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>INV0000943</u>	Invoice	06/17/2022	ICMA (%)	0.00	431.92	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		431.92	
<u>INV0000944</u>	Invoice	06/17/2022	ICMA (AMT)	0.00	1,930.00	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		1,930.00	
<u>INV0000945</u>	Invoice	06/17/2022	ICMA LOAN	0.00	137.20	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		137.20	
2264	SEIU	06/24/2022	EFT	0.00	2,053.15	609
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>INV0000940</u>	Invoice	06/17/2022	SEIU DUES	0.00	52.50	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS		52.50	
<u>INV0000947</u>	Invoice	06/17/2022	SEIU DUES	0.00	2,000.65	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS		2,000.65	
4563	AMERICAN FIDELITY ASSURANCE COMPANY FS	06/24/2022	Regular	0.00	1,652.91	111176
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>INV0000908</u>	Invoice	06/03/2022	AMERICAN FIDELITY	0.00	208.33	
	<u>100-0000-2056-0000</u>		DEPENDENT CARE SPEND		208.33	
<u>INV0000909</u>	Invoice	06/03/2022	AMERICAN FIDELITY	0.00	1,325.83	
	<u>100-0000-2055-0000</u>		FLEX SPENDING ACCOUN		1,325.83	
<u>PD 06/03/2022</u>	Invoice	06/24/2022	ADJUSTMENT FOR TYSER	0.00	118.75	
	<u>100-0000-2055-0000</u>		FLEX SPENDING ACCOUN		118.75	
1139	BEAUMONT POLICE OFFICERS ASSOCIATION	06/24/2022	Regular	0.00	3,885.00	111177
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>INV0000939</u>	Invoice	06/17/2022	BPOA DUES	0.00	3,885.00	
	<u>100-0000-2035-0000</u>		C.O.P.S. DUES		3,885.00	
4529	TEXAS LIFE INSURANCE COMPANY	06/24/2022	Regular	0.00	1,570.46	111178
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>INV0000915</u>	Invoice	06/03/2022	TEXAS LIFE INSURANCE	0.00	785.23	
	<u>100-0000-2044-0000</u>		TEXAS LIFE VOLUNTARY		785.23	
<u>INV0000948</u>	Invoice	06/17/2022	TEXAS LIFE INSURANCE	0.00	785.23	
	<u>100-0000-2044-0000</u>		TEXAS LIFE VOLUNTARY		785.23	
2594	CAL PERS	06/17/2022	Bank Draft	0.00	11,854.61	DFT0003815
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>INV0000929</u>	Invoice	06/17/2022	CALPERS	0.00	11,854.61	
	<u>100-0000-2130-0000</u>		P.E.R.S. LIABILITY		3,261.73	
	<u>100-0000-2130-0000</u>		P.E.R.S. LIABILITY		8,592.88	
1979	MUTUAL OF OMAHA	06/17/2022	Bank Draft	0.00	30,011.51	DFT0003818

Check Report

Date Range: 06/14/2022 Item 4. 2022

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>INV0000949</u>	Invoice	06/17/2022	457 RETIREMENT CATCHUP	0.00	30,011.51	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		600.72	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		211.74	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		1,241.86	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		10,576.90	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		2,975.48	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		10,864.13	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		2,376.86	
	<u>100-0000-2132-0000</u>		P.A.R.S. WITHHOLDING		838.06	
	<u>100-0000-2132-0000</u>		P.A.R.S. WITHHOLDING		146.74	
	<u>100-0000-2132-0000</u>		P.A.R.S. WITHHOLDING		179.02	

2594	CAL PERS	06/17/2022	Bank Draft	0.00	145,478.25	DFT0003820
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0000951</u>	Invoice	06/17/2022	CALPERS	0.00	145,478.25	
	<u>100-0000-2130-0000</u>		P.E.R.S. LIABILITY		15,439.22	
	<u>100-0000-2130-0000</u>		P.E.R.S. LIABILITY		10,761.04	
	<u>100-0000-2130-0000</u>		P.E.R.S. LIABILITY		10,654.48	
	<u>100-0000-2130-0000</u>		P.E.R.S. LIABILITY		8,070.32	
	<u>100-0000-2130-0000</u>		P.E.R.S. LIABILITY		46.50	
	<u>100-0000-2130-0000</u>		P.E.R.S. LIABILITY		7,177.22	
	<u>100-0000-2130-0000</u>		P.E.R.S. LIABILITY		11,583.84	
	<u>100-0000-2130-0000</u>		P.E.R.S. LIABILITY		40,673.73	
	<u>100-0000-2130-0000</u>		P.E.R.S. LIABILITY		22,081.56	
	<u>100-0000-2130-0000</u>		P.E.R.S. LIABILITY		357.57	
	<u>700-0000-2130-0000</u>		P.E.R.S. LIABILITY		5,344.16	
	<u>700-0000-2130-0000</u>		P.E.R.S. LIABILITY		920.30	
	<u>700-0000-2130-0000</u>		P.E.R.S. LIABILITY		2,803.41	
	<u>700-0000-2130-0000</u>		P.E.R.S. LIABILITY		1,034.86	
	<u>750-0000-2130-0000</u>		P.E.R.S. LIABILITY		2,912.14	
	<u>750-0000-2130-0000</u>		P.E.R.S. LIABILITY		1,527.72	
	<u>750-0000-2130-0000</u>		P.E.R.S. LIABILITY		1,925.29	
	<u>750-0000-2130-0000</u>		P.E.R.S. LIABILITY		2,164.89	

1979	MUTUAL OF OMAHA	06/17/2022	Bank Draft	0.00	-528.17	DFT0003825
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>CM0000076</u>	Credit Memo	06/17/2022	DEFERRED COMP 457	0.00	-528.17	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		-528.17	

Bank Code AP PY VEND Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	3	0.00	7,108.37
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	4	4	0.00	186,816.20
EFT's	5	2	0.00	4,552.27
Virtual Payments	0	0	0.00	0.00
	<b>15</b>	<b>9</b>	<b>0.00</b>	<b>198,476.84</b>

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Date Range: 06/14/2022 Item 4. 2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3394	WEKA INC	06/17/2022	EFT	0.00	750,000.00	605
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>06/09/22</u>	Invoice	06/17/2022	SETTLEMENT AGREEMENT	0.00	750,000.00	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE SETTLEMENT AGREEMENT		750,000.00	
3394	WEKA INC	06/17/2022	EFT	0.00	-750,000.00	605
3503	CITIZENS BUSINESS BANK	06/24/2022	EFT	0.00	123,189.36	606
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>APPLICATION 38</u>	Invoice	06/23/2022	W LYLES RETENTION ESCROW	0.00	123,189.36	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT W LYLES RETENTION ESCROW		123,189.36	
3396	W.M. LYLES CO.	06/24/2022	EFT	0.00	2,340,597.90	607
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>APPLICATION 38</u>	Invoice	06/23/2022	WWTP SALT MITIGATION UPGRADE - CON	0.00	2,340,597.90	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE WWTP SALT MITIGATION		2,340,597.90	
4614	ANTHONY CABRAL	06/17/2022	Regular	0.00	2,424.38	111158
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>1028</u>	Invoice	06/17/2022	DEPT SUPPLIES	0.00	2,424.38	
	<u>100-2080-7070-0000</u>		SPECIAL DEPT SUPPLIES DEPT SUPPLIES		2,424.38	
3394	WEKA INC	06/17/2022	Regular	0.00	750,000.00	111159
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>06/09/2022 2</u>	Invoice	06/17/2022	SETTLEMENT CHECK	0.00	750,000.00	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE SETTLEMENT CHECK		750,000.00	
1147	BEAUMONT CHERRY VALLEY WATER DIST.	06/24/2022	Regular	0.00	4,495.54	111160
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>020366-020</u>	Invoice	06/23/2022	WATER UTILITY FOR MICKELSON PARK	0.00	4,495.54	
	<u>100-6050-7010-5800</u>		UTILITIES - MICKELSON P WATER UTILITY FOR MICKELSON		4,495.54	
1147	BEAUMONT CHERRY VALLEY WATER DIST.	06/24/2022	Regular	0.00	71,316.57	111161

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Date Range: 06/14/2022 Item 4. 2022

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
<u>06/30/2022</u>	Invoice	06/23/2022	WATER UTILITY	0.00	71,316.57	
	<u>100-3250-7010-0000</u>		UTILITIES		7,425.60	
	<u>100-3250-7010-007A</u>		UTILITIES (IA 7A)		1,216.12	
	<u>100-3250-7010-007B</u>		UTILITIES (IA 7B)		119.17	
	<u>100-3250-7010-008A</u>		UTILITIES (IA 8A)		33.32	
	<u>100-3250-7010-008B</u>		UTILITIES (IA 8B)		434.11	
	<u>100-3250-7010-010A</u>		UTILITIES (IA 10)		420.21	
	<u>100-3250-7010-012A</u>		UTILITIES (IA 12)		2,544.92	
	<u>100-3250-7010-014B</u>		UTILITIES (IA 14B)		908.47	
	<u>100-3250-7010-014X</u>		UTILITIES (IA 14)		5,121.46	
	<u>100-3250-7010-015X</u>		UTILITIES (IA 15)		1,819.75	
	<u>100-3250-7010-016X</u>		UTILITIES (IA 16)		1,031.19	
	<u>100-3250-7010-018X</u>		UTILITIES (IA 18)		724.39	
	<u>100-3250-7010-019A</u>		UTILITIES (IA 19A)		1,550.39	
	<u>100-3250-7010-019C</u>		UTILITIES (IA 19C)		88.17	
	<u>100-3250-7010-06A1</u>		UTILITIES (IA 6A1)		5,173.74	
	<u>100-6000-7010-6045</u>		UTILITIES - COMMUNITY		618.30	
	<u>100-6050-7010-0000</u>		UTILITIES		940.66	
	<u>100-6050-7010-003X</u>		UTILITIES IA 3		5,155.71	
	<u>100-6050-7010-007A</u>		UTILITIES IA 7A		1,110.37	
	<u>100-6050-7010-008A</u>		UTILITIES IA 8A (SUNDAN		7,854.09	
	<u>100-6050-7010-008C</u>		UTILITIES IA 8C		30.96	
	<u>100-6050-7010-008D</u>		UTILITIES IA 8D		235.74	
	<u>100-6050-7010-008E</u>		UTILITIES IA 8E		141.47	
	<u>100-6050-7010-014A</u>		UTILITIES IA 14A (OAK VA		488.26	
	<u>100-6050-7010-014B</u>		UTILITIES IA 14B		1,304.97	
	<u>100-6050-7010-017A</u>		UTILITIES IA 17A (TOURN		1,692.86	
	<u>100-6050-7010-017C</u>		UTILITIES IA 17C		113.34	
	<u>100-6050-7010-018X</u>		UTILITIES IA 18		30.96	
	<u>100-6050-7010-019C</u>		UTILITIES IA 19C		264.50	
	<u>100-6050-7010-020X</u>		UTILITIES IA 20		776.59	
	<u>100-6050-7010-06A1</u>		UTILITIES IA 6A1		174.14	
	<u>100-6050-7010-1601</u>		UTILITIES IA 1601		2,010.46	
	<u>100-6050-7010-5050</u>		UTILITIES, PARK (DEFORG		1,070.25	
	<u>100-6050-7010-5200</u>		UTILITIES, PARK (PALMER)		16.28	
	<u>100-6050-7010-5250</u>		UTILITIES, PARK (RANGEL)		102.65	
	<u>100-6050-7010-5350</u>		UTILITIES, PARK (SHADO		30.96	
	<u>100-6050-7010-5400</u>		UTILITIES, PARK (SPORTS		4,817.64	
	<u>100-6050-7010-5450</u>		UTILITIES, PARK (STETSON		4,160.42	
	<u>100-6050-7010-5500</u>		UTILITIES, PARK (STEWAR		2,628.65	
	<u>100-6050-7010-5600</u>		UTILITIES, PARK (TREVINO		84.83	
	<u>100-6050-7010-5650</u>		UTILITIES, PARK (VETERA		82.36	
	<u>100-6050-7010-5700</u>		UTILITIES, PARK (WILD FL		1,651.87	
	<u>100-6050-7010-5800</u>		UTILITIES - MICKELSON P		133.00	
	<u>700-4050-7010-0000</u>		UTILITIES		4,962.10	
	<u>700-4050-7010-019C</u>		UTILITIES (IA 19C)		21.17	

1364	DANIEL LEE	06/24/2022	Regular	0.00	1,807.94	111162
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Distribution Amount</b>		
<u>05/30/22-06/03/</u>	Invoice	06/23/2022	EMPLOYEE TRAVEL FOR TRAINING AND PE	0.00	1,807.94	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA		1,807.94	

4628	FONTANA POLICE EXPLORERS	06/24/2022	Regular	0.00	1,350.00	111163
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Distribution Amount</b>		
<u>BASIC LIV-IN ACA</u>	Invoice	06/23/2022	5 BASIC - 3 LEADERSHIP	0.00	1,350.00	
	<u>240-2310-7096-0000</u>		PROGRAM COSTS - EXPLO		1,350.00	

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Date Range: 06/14/2022 Item 4. 2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4622	JAY PARAYNO	06/24/2022	Regular	0.00	340.96	111164
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>04-011847-03</u>	Invoice	06/23/2022	UTILITY REFUND	0.00	340.96	
	<u>700-0000-1400-0000</u>		A/R - UTILITY SEWER PAY		340.96	
<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>			
3162	JENNIFER USTATION	06/24/2022	Regular	0.00	261.00	111165
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>06/16/2022</u>	Invoice	06/23/2022	REIMBURSEMENT FOR DOODLEY/TALKIA	0.00	261.00	
	<u>100-1225-7071-0000</u>		SOFTWARE		261.00	
<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>			
4625	LEO S. OSHABEN	06/24/2022	Regular	0.00	199.73	111166
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>06-002391-03</u>	Invoice	06/23/2022	UTILITY REFUND	0.00	199.73	
	<u>700-0000-1400-0000</u>		A/R - UTILITY SEWER PAY		199.73	
<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>			
2218	RYAN BRIEDA	06/24/2022	Regular	0.00	149.82	111167
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>06/23/22</u>	Invoice	06/23/2022	REIMBURSEMENT FOR SUPPLIES	0.00	149.82	
	<u>100-2050-7020-0000</u>		ADVERTISING		149.82	
<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>			
2311	SOUTHERN CALIFORNIA EDISON	06/24/2022	Regular	0.00	121,291.05	111168
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>06/23/2022</u>	Invoice	06/23/2022	ELECTRIC UTILITY	0.00	121,291.05	
	<u>100-3250-7010-0000</u>		UTILITIES		18,828.40	
	<u>100-3250-7010-003X</u>		UTILITIES (IA 3)		3,233.97	
	<u>100-3250-7010-004X</u>		UTILITIES (IA 4)		35.00	
	<u>100-3250-7010-006B</u>		UTILITIES (IA 6B)		2,608.21	
	<u>100-3250-7010-007A</u>		UTILITIES (IA 7A)		182.59	
	<u>100-3250-7010-007B</u>		UTILITIES (IA 7B)		30.28	
	<u>100-3250-7010-007D</u>		UTILITIES (IA 7D)		122.86	
	<u>100-3250-7010-008A</u>		UTILITIES (IA 8A)		1,205.37	
	<u>100-3250-7010-008B</u>		UTILITIES (IA 8B)		94.67	
	<u>100-3250-7010-008C</u>		UTILITIES (IA 8C)		895.49	
	<u>100-3250-7010-008D</u>		UTILITIES (IA 8D)		28.22	
	<u>100-3250-7010-010A</u>		UTILITIES (IA 10)		47.59	
	<u>100-3250-7010-011A</u>		UTILITIES (IA 11A)		196.59	
	<u>100-3250-7010-012A</u>		UTILITIES (IA 12)		111.07	
	<u>100-3250-7010-014B</u>		UTILITIES (IA 14B)		58.81	
	<u>100-3250-7010-014X</u>		UTILITIES (IA 14)		2,010.79	
	<u>100-3250-7010-018X</u>		UTILITIES (IA 18)		109.89	
	<u>100-3250-7010-019A</u>		UTILITIES (IA 19A)		215.90	
	<u>100-3250-7010-019C</u>		UTILITIES (IA 19C)		3,283.62	
	<u>100-3250-7010-06A1</u>		UTILITIES (IA 6A1)		1,574.62	
	<u>100-6000-7010-6041</u>		UTILITIES - POLICE ANNEX		643.99	
	<u>100-6000-7010-6045</u>		UTILITIES - COMMUNITY		4,312.27	
	<u>100-6050-7010-0000</u>		UTILITIES		798.59	
	<u>100-6050-7010-005X</u>		UTILITIES IA 5		5,083.53	
	<u>100-6050-7010-007A</u>		UTILITIES IA 7A		49.42	
	<u>100-6050-7010-5400</u>		UTILITIES, PARK (SPORTS		257.40	
	<u>100-6050-7010-5500</u>		UTILITIES, PARK (STEWAR		73.23	
	<u>700-4050-7010-0000</u>		UTILITIES		74,768.69	
	<u>750-7300-7010-0000</u>		UTILITIES		429.99	
<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>			
4629	STEPHEN BRONSTRUP	06/24/2022	Regular	0.00	325.00	111169

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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>06/23/22</u>	Invoice	06/23/2022	REIMBURSEMENT FOR TRAINING	0.00	325.00	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA		325.00	
			REIMBURSEMENT FOR TRAININ			
2651	TSR CONSTRUCTION AND INSPECTION	06/24/2022	Regular	0.00	84,400.00	111170
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>#1/FINAL</u>	Invoice	06/23/2022	CONCRETE AT RANGEL PARK	0.00	84,400.00	
	<u>500-0000-8990-0000</u>		CAPITAL OUTLAY		84,400.00	
			CONCRETE AT RANGEL PARK			
4623	YURY ROYTMAN	06/24/2022	Regular	0.00	856.39	111171
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>06-017558-02</u>	Invoice	06/23/2022	UTILITY REFUND	0.00	856.39	
	<u>700-0000-1400-0000</u>		A/R - UTILITY SEWER PAY		856.39	
			UTILITY REFUND			
4620	ZOOM VIDEO COMMUNICATIONS INC	06/24/2022	Regular	0.00	5,517.27	111172
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>INV152463842</u>	Invoice	06/23/2022	SOFTWARE	0.00	5,517.27	
	<u>100-1230-7071-0000</u>		SOFTWARE		5,517.27	
			SOFTWARE			
4521	FIRE DISTRICTS ASSOCIATION OF CALIFORNIA E	06/24/2022	Regular	0.00	196,205.70	111179
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>JULY 2022</u>	Invoice	06/24/2022	EMPLOYEE MEDICAL INSURANCE	0.00	196,205.70	
	<u>100-0000-2200-0000</u>		HEALTH INSURANCE		196,205.70	
			EMPLOYEE MEDICAL INSURANC			
4260	10-8 RETROFIT INC	06/24/2022	Virtual Payment	0.00	14,593.05	APA001465
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>18548</u>	Invoice	06/23/2022	Outfitting of Equipment for 5 Ford Police I	0.00	14,593.05	
	<u>600-5050-8060-0000</u>		VEHICLE REPLACEMENT E		14,593.05	
			Outfitting of Equipment for 5 Fo			
1014	ACE ALTERNATORS	06/24/2022	Virtual Payment	0.00	157.69	APA001466
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>122535</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	157.69	
	<u>750-7900-7037-0000</u>		VEHICLE MAINTENANCE		157.69	
			VEHICLE MAINTENANCE			
1036	ALBERT A. WEBB ASSOCIATES	06/24/2022	Virtual Payment	0.00	56,853.61	APA001467
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>221674</u>	Invoice	06/23/2022	Engineering Services During Construction	0.00	56,853.61	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		56,853.61	
			ENGINEERING SERVICES			
1050	AMAZON CAPITAL SERVICES	06/24/2022	Virtual Payment	0.00	69.89	APA001468
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>17ND-7PHT-QVXJ</u>	Invoice	06/23/2022	DEPT SUPPLIES	0.00	51.60	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		51.60	
			DEPT SUPPLIES			
<u>1WMK-DJ96-3CM</u>	Invoice	06/23/2022	OFFICE SUPPLIES	0.00	18.29	
	<u>100-2000-7025-0000</u>		OFFICE SUPPLIES		0.91	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		17.38	
			OFFICE SUPPLIES			
1067	ANIMAL EMERGENCY CLINIC	06/24/2022	Virtual Payment	0.00	70.00	APA001469

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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		
189698	Invoice <u>100-2000-7068-0000</u>	06/23/2022	ANIMAL CARE SERVICES CONTRACTUAL SERVICES ANIMAL CARE SERVICES	0.00	70.00	
3302	APGN INC / APG NEUROS Payable # 15645	06/24/2022	Virtual Payment	0.00	4,092.82	APA001470
	Invoice <u>700-4050-7070-0000</u>	06/23/2022	WWTP DEPT SUPPLIES SPECIAL DEPT SUPPLIES WWTP DEPT SUPPLIES	0.00	4,092.82	
					4,092.82	
1100	AUTOZONE Payable # 2882144441	06/24/2022	Virtual Payment	0.00	85.22	APA001471
	Invoice <u>100-2050-7037-0000</u>	06/23/2022	VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	85.22	
					85.22	
1005	A-Z BUS SALES,INC. Payable # 01P721135	06/24/2022	Virtual Payment	0.00	114.86	APA001472
	Invoice <u>750-8300-7037-0000</u>	06/23/2022	VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	114.86	
					114.86	
4517	BAY ALARM COMPANY Payable # 3731632220315 3739832220315 3766332220315	06/24/2022	Virtual Payment	0.00	1,536.00	APA001473
	Invoice <u>100-6000-7087-6060</u>	06/23/2022	SECURITY SERVICES SECURITY - 713 W 4TH ST SECURITY SERVICES	0.00	720.00	
	Invoice <u>100-6000-7087-5400</u>	06/23/2022	SECURTIY SERVICES SECURITY - SPORTS PARK SECURTIY SERVICES	0.00	456.00	
	Invoice <u>100-6000-7087-6050</u>	06/23/2022	SECURITY SERVICES SECURITY - 450 E 4TH ST SECURITY SERVICES	0.00	360.00	
					360.00	
1140	BEAUMONT SAFE & LOCK Payable # 72452	06/24/2022	Virtual Payment	0.00	206.75	APA001474
	Invoice <u>100-6000-7070-0000</u> <u>100-6000-7070-0000</u>	06/23/2022	DEPT SUPPLIES SPECIAL DEPT SUPPLIES DEPT SUPPLIES SPECIAL DEPT SUPPLIES DEPT SUPPLIES	0.00	206.75	
					17.75	
					189.00	
3460	CALIFORNIA POLICE CHIEFS ASSOCIATION Payable # 22166	06/24/2022	Virtual Payment	0.00	695.00	APA001475
	Invoice <u>100-2050-7030-0000</u>	06/23/2022	MEMBERSHIP RENEWAL DUES & SUBSCRIPTIONS SITE LICENSE AUG	0.00	695.00	
					695.00	
1242	CED Payable # 0954-1012345	06/24/2022	Virtual Payment	0.00	224.84	APA001476
	Invoice <u>100-6050-7070-5450</u>	06/23/2022	DEPT SUPPLIES SPEC DEPT EXP - STETSON DEPT SUPPLIES	0.00	224.84	
					224.84	
1287	CITY OF CALIMESA Payable # MAY 2022	06/24/2022	Virtual Payment	0.00	4,300.00	APA001477
	Invoice <u>100-0000-2230-0000</u>	06/23/2022	CALIMESA PERMIT AGREEMENT FEES DEVELOPMENT FEE - DUE CALIMESA PERMIT AGREEMENT	0.00	4,300.00	
					4,300.00	
1302	CLINICAL LABORATORY OF SAN BERNARDINO, I	06/24/2022	Virtual Payment	0.00	5,933.00	APA001478



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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2200969</u>	Invoice	06/23/2022	Clinical Labs	0.00	5,933.00	
	<u>700-4050-7068-0000</u>	CONTRACTUAL SERVICES	Clinical Labs	5,933.00		
4209	COMMERCIAL CLEANING SOLUTIONS INC	06/24/2022	Virtual Payment	0.00	16,415.00	APA001479
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>38256</u>	Invoice	06/23/2022	Janitorial Services	0.00	16,415.00	
	<u>100-6000-7068-6025</u>	CONTRACTUAL SVC - CITY	JANITORIAL SERVICE	5,792.00		
	<u>100-6000-7068-6026</u>	CONTRACTUAL SVC - CITY	JANITORIAL SERVICE	490.00		
	<u>100-6000-7068-6031</u>	CONTRACTUAL SVC - CITY	JANITORIAL SERVICE	265.00		
	<u>100-6000-7068-6040</u>	CONTRACTUAL SVC - POLI	JANITORIAL SERVICE	2,105.00		
	<u>100-6000-7068-6041</u>	CONTRACTUAL SVC - POLI	JANITORIAL SERVICE	265.00		
	<u>100-6000-7068-6045</u>	CONTRACTUAL SVC - COM	JANITORIAL SERVICE	6,295.00		
	<u>100-6000-7068-6060</u>	CONTRACTUAL SVC - 713	JANITORIAL SERVICE	85.00		
	<u>700-4050-7068-0000</u>	CONTRACTUAL SERVICES	JANITORIAL SERVICE	490.00		
	<u>750-7000-7068-0000</u>	CONTRACTUAL SERVICES	JANITORIAL SERVICE	498.00		
	<u>750-7300-7068-0000</u>	CONTRACTUAL SERVICES	JANITORIAL SERVICE	130.00		
1340	CPS HR CONSULTING	06/24/2022	Virtual Payment	0.00	1,285.90	APA001480
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>TR-INV000129</u>	Invoice	06/23/2022	HIRING COSTS	0.00	1,285.90	
	<u>100-1240-6050-0000</u>	RECRUITMENT AND HIRI	HIRING COSTS	1,285.90		
3905	DANIEL GARCIA MONTOYA	06/24/2022	Virtual Payment	0.00	16.00	APA001481
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>0034963 CHECK 3</u>	Invoice	06/23/2022	EQUIPMENT MAINTENANCE	0.00	16.00	
	<u>100-6050-7090-5999</u>	EQUIP SUPPLIES/MAINT -	EQUIPMENT MAINTENANCE	16.00		
1237	DANIEL WILLIAM DOPP	06/24/2022	Virtual Payment	0.00	225.00	APA001482
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>130</u>	Invoice	06/23/2022	EMERGENCY SERVICES	0.00	225.00	
	<u>100-2030-7039-0000</u>	CODE ENFORCEMENT	EMERGENCY SERVICES	225.00		
1402	DEPARTMENT OF JUSTICE	06/24/2022	Virtual Payment	0.00	1,262.00	APA001483
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>583051</u>	Invoice	06/23/2022	PROFESSIONAL SERVICES	0.00	1,262.00	
	<u>100-2050-7031-0000</u>	LIVE SCAN-FINGERPRINTI	PROFESSIONAL SERVICES	1,262.00		
1424	DIRECTV	06/24/2022	Virtual Payment	0.00	322.76	APA001484
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>039668521X2206</u>	Invoice	06/23/2022	BUILDING UTILITY	0.00	84.44	
	<u>100-6000-7010-6055</u>	UTILITIES - FIRE STATION	BUILDING UTILITY	84.44		
<u>045085274X2206</u>	Invoice	06/23/2022	BUILDING UTILITY	0.00	119.44	
	<u>100-6000-7010-6040</u>	UTILITIES - POLICE DEPT	BUILDING UTILITY	119.44		
<u>051553347X2206</u>	Invoice	06/23/2022	BUILDING UTILITY	0.00	59.44	
	<u>100-6000-7010-6025</u>	UTILITIES - CITY HALL	BUILDING UTILITY	59.44		
<u>063515264X2206</u>	Invoice	06/23/2022	BUILDING UTILITY	0.00	59.44	
	<u>100-6000-7010-6041</u>	UTILITIES - POLICE ANNEX	BUILDING UTILITY	59.44		
1445	DUDEK	06/24/2022	Virtual Payment	0.00	22,836.91	APA001485

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>202202306</u>	Invoice	06/23/2022	GROUNDWATER & SURFACE WATER MON	0.00	8,358.75	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		8,358.75	
<u>202203105</u>	Invoice	06/23/2022	GROUNDWATER & SURFACE WATER MON	0.00	12,198.16	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		12,198.16	
<u>202204197</u>	Invoice	06/23/2022	GROUNDWATER & SURFACE WATER MON	0.00	2,280.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		2,280.00	
4604	DUKE'S ROOT CONTROL, INC	06/24/2022	Virtual Payment	0.00	19,925.72	APA001486
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>20373</u>	Invoice	06/23/2022	DUKE'S ROOT CONTROL	0.00	19,925.72	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		19,925.72	
1476	ENGINEERING NEWS-RECORD	06/24/2022	Virtual Payment	0.00	144.00	APA001487
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>R210011RB1BNP</u>	Invoice	06/23/2022	ANNUAL SUBSCRIPTION	0.00	144.00	
	<u>100-3100-7030-0000</u>		DUES & SUBSCRIPTIONS		144.00	
1501	FAIRVIEW FORD	06/24/2022	Virtual Payment	0.00	680.17	APA001488
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>904980</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	531.73	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		531.73	
<u>909019</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	148.44	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		148.44	
4530	FISCHER COMPLIANCE LLC	06/24/2022	Virtual Payment	0.00	9,250.00	APA001489
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>FCL_2022-SSMP-</u>	Invoice	06/23/2022	AUDIT SEWER SYSTEM MANAGEMENT PL	0.00	9,250.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		9,250.00	
1518	FLYERS ENERGY	06/24/2022	Virtual Payment	0.00	9,075.38	APA001490
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>CFS-2993718</u>	Invoice	06/23/2022	FUEL EXPENSE	0.00	2,779.15	
	<u>750-7600-7050-0000</u>		FUEL		766.02	
	<u>750-7900-7050-0000</u>		FUEL		573.07	
	<u>750-8300-7050-0000</u>		FUEL		1,440.06	
<u>CFS-3001971</u>	Invoice	06/23/2022	FUEL EXPENSE	0.00	3,624.69	
	<u>750-7600-7050-0000</u>		FUEL		1,421.59	
	<u>750-7900-7050-0000</u>		FUEL		576.06	
	<u>750-8300-7050-0000</u>		FUEL		1,627.04	
<u>CFS-3023693</u>	Invoice	06/23/2022	FUEL EXPENSE	0.00	2,671.54	
	<u>750-7600-7050-0000</u>		FUEL		818.83	
	<u>750-7900-7050-0000</u>		FUEL		656.39	
	<u>750-8300-7050-0000</u>		FUEL		1,196.32	
4400	FROG ENVIRONMENTAL INC	06/24/2022	Virtual Payment	0.00	195.00	APA001491
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>INV-008749</u>	Invoice	06/23/2022	PROFESSIONAL SERVICES	0.00	195.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		195.00	
1533	FRONTIER COMMUNICATIONS	06/24/2022	Virtual Payment	0.00	3,729.73	APA001492

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>213-180-1992-06</u>	Invoice	06/23/2022	PHONE UTILITY	0.00	290.98	
	<u>100-1230-7015-6045</u>		TELEPHONE (COMM CTR)		290.98	
<u>323-156-8188-02</u>	Invoice	06/23/2022	PHONE UTILITY	0.00	85.98	
	<u>100-1230-7015-6060</u>		TELEPHONE (4th ST YARD)		85.98	
<u>951-197-0624-08</u>	Invoice	06/23/2022	PHONE UTILITY	0.00	252.34	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		252.34	
<u>951-197-0863-06</u>	Invoice	06/23/2022	PHONE UTILITY	0.00	357.50	
	<u>700-4050-7015-0000</u>		TELEPHONE		357.50	
<u>951-769-5188-04</u>	Invoice	06/23/2022	PHONE UTILITY	0.00	374.99	
	<u>100-1230-7015-6045</u>		TELEPHONE (COMM CTR)		374.99	
<u>951-769-6032-08</u>	Invoice	06/23/2022	PHONE UTILITY	0.00	69.21	
	<u>100-1230-7015-5400</u>		TELEPHONE - SPORTS PAR		69.21	
<u>951-769-8500-01</u>	Invoice	06/23/2022	PHONE UTILITY	0.00	1,353.46	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		1,353.46	
<u>951-769-8520-01</u>	Invoice	06/23/2022	PHONE UTILITY	0.00	201.29	
	<u>100-1230-7015-6025</u>		TELEPHONE (CITY HALL)		201.29	
<u>951-769-8530-06</u>	Invoice	06/23/2022	PHONE UTILITY	0.00	236.36	
	<u>750-7000-7015-0000</u>		TELEPHONE		236.36	
<u>951-769-8533-09</u>	Invoice	06/23/2022	PHONE UTILITY	0.00	52.61	
	<u>750-7300-7015-0000</u>		TELEPHONE		52.61	
<u>951-769-8534-04</u>	Invoice	06/23/2022	PHONE UTILITY	0.00	333.25	
	<u>700-4050-7015-0000</u>		TELEPHONE		333.25	
<u>951-845-9839-09</u>	Invoice	06/23/2022	PHONE UTILITY	0.00	121.76	
	<u>100-1230-7015-6041</u>		TELEPHONE (PD ANNEX)		121.76	
1553	GALLS INC.	06/24/2022	Virtual Payment	0.00	418.55	APA001493
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>BC1618725</u>	Invoice	06/23/2022	EMPLOYEE UNIFORMS	0.00	418.55	
	<u>100-2050-7065-0000</u>		CITY UNIFORMS		418.55	
3874	GENERAC POWER SYSTEMS INC	06/24/2022	Virtual Payment	0.00	4,807.15	APA001494
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>RC135198</u>	Invoice	06/23/2022	GENERATORS FOR CHERRY FESTIVAL	0.00	2,727.91	
	<u>100-1550-7049-0000</u>		SPECIAL COMMUNITY EV		2,727.91	
<u>RC135293</u>	Invoice	06/23/2022	GENERATORS FOR THE CHERRY FESTIVAL	0.00	2,079.24	
	<u>100-1550-7049-0000</u>		SPECIAL COMMUNITY EV		2,079.24	
1577	GOPHER PATROL	06/24/2022	Virtual Payment	0.00	2,500.00	APA001495
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>9374768</u>	Invoice	06/23/2022	DEPT SUPPLIES	0.00	2,500.00	
	<u>100-6050-7070-5400</u>		SPEC DEPT EXP - SPORTS		2,500.00	
1579	GOSCH	06/24/2022	Virtual Payment	0.00	900.16	APA001496
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>5044742</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	900.16	
	<u>750-7900-7037-0000</u>		VEHICLE MAINTENANCE		900.16	
3369	GOVERNMENT FINANCE OFFICERS ASSOCIATIO	06/24/2022	Virtual Payment	0.00	392.50	APA001497

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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>0233439</u>	Invoice <u>100-1225-7030-0000</u>	06/23/2022	MEMBERSHIP FEES DUES & SUBSCRIPTIONS	MEMBERSHIP FEES	0.00 392.50	392.50
1585	GRAINGER	06/24/2022	Virtual Payment	0.00	127.12	APA001498
<u>9310743852</u>	Invoice <u>700-4050-7070-0000</u>	06/23/2022	WW SPECIAL DEPT SUPPLIES - MOTORS, P SPECIAL DEPT SUPPLIES	WW SPECIAL DEPT SUPPLIES -	0.00 43.74	43.74
<u>9312149975</u>	Invoice <u>700-4050-7070-0000</u>	06/23/2022	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	0.00 83.38	83.38
3718	HAAKER EQUIPMENT COMPANY	06/24/2022	Virtual Payment	0.00	1,334.35	APA001499
<u>C79455</u>	Invoice <u>700-4050-7037-0000</u>	06/23/2022	VACTOR TRUCK MAINTENANCE VEHICLE MAINTENANCE	VACTOR TRUCK MAINTENANCE	0.00 1,334.35	1,334.35
4181	HASA, INC	06/24/2022	Virtual Payment	0.00	2,395.39	APA001500
<u>803831</u>	Invoice <u>700-4050-7070-0000</u>	06/23/2022	CHEMICALS SPECIAL DEPT SUPPLIES	CHEMICALS	0.00 2,395.39	2,395.39
3515	HD SUPPLY FACILITIES MAINTENANCE LTD	06/24/2022	Virtual Payment	0.00	17,441.98	APA001501
<u>005805</u>	Invoice <u>700-4050-7070-0000</u>	06/23/2022	WWTP DEPT SUPPLIES SPECIAL DEPT SUPPLIES	WWTP DEPT SUPPLIES	0.00 1,260.62	1,260.62
<u>972917</u>	Invoice <u>700-4050-7070-0000</u>	06/23/2022	DEPARTMENT SUPPLIES - SEWER SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE	0.00 34.86	34.86
<u>983665</u>	Invoice <u>700-4050-7070-0000</u>	06/23/2022	DEPARTMENT SUPPLIES - SEWER SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE	0.00 132.79	132.79
<u>985043</u>	Invoice <u>700-4050-7070-0000</u>	06/23/2022	DEPARTMENT SUPPLIES - SEWER SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE	0.00 3,506.94	3,506.94
<u>991571</u>	Invoice <u>700-4050-7070-0000</u>	06/23/2022	DEPARTMENT SUPPLIES - SEWER SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE	0.00 2,810.16	2,810.16
<u>997236</u>	Invoice <u>700-4050-7070-0000</u>	06/23/2022	WWTP DEPT SUPPLIES SPECIAL DEPT SUPPLIES	WWTP DEPT SUPPLIES	0.00 9,137.04	9,137.04
<u>997462</u>	Invoice <u>700-4050-7070-0000</u>	06/23/2022	WWTP DEPT SUPPLIES SPECIAL DEPT SUPPLIES	WWTP DEPT SUPPLIES	0.00 346.33	346.33
<u>998929</u>	Invoice <u>700-4050-7070-0000</u>	06/23/2022	WWTP DEPT SUPPLIES SPECIAL DEPT SUPPLIES	WWTP DEPT SUPPLIES	0.00 213.24	213.24
1611	HDL SOFTWARE LLC	06/24/2022	Virtual Payment	0.00	2,202.47	APA001502
<u>SIN018328</u>	Invoice <u>100-1230-7071-0000</u>	06/23/2022	BUSINESS LICENSE SOFTWARE SOFTWARE	BUSINESS LICENSE SOFTWARE	0.00 2,202.47	2,202.47
1628	HINDERLITER, de LLAMAS, & ASSOC	06/24/2022	Virtual Payment	0.00	1,641.99	APA001503
<u>SIN017471</u>	Invoice <u>100-1200-7068-0000</u>	06/23/2022	HdL CONTRACTUAL SERVICES	HdL	0.00 1,641.99	1,641.99
1657	IN GEAR TECHNOLOGY	06/24/2022	Virtual Payment	0.00	156.18	APA001504

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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		
1662	INFOSEND, INC	06/24/2022	Virtual Payment	0.00	11,622.04	APA001505
<u>213346</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	11,622.04	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		156.18	
			VEHICLE MAINTENANCE		156.18	
3516	INLAND WATER WORKS SUPPLY CO	06/24/2022	Virtual Payment	0.00	4,598.77	APA001506
<u>S1052409.002</u>	Invoice	06/23/2022	DEPT SUPPLIES	0.00	4,598.77	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		4,598.77	
			DEPT SUPPLIES		4,598.77	
1675	INTERNATIONAL CODE COUNCIL, INC	06/24/2022	Virtual Payment	0.00	2,368.98	APA001507
<u>101307439</u>	Invoice	06/23/2022	DEPT SUPPLIES	0.00	1,353.98	
	<u>100-2150-7070-0000</u>		SPECIAL DEPT SUPPLIES		1,353.98	
			DEPT SUPPLIES		1,353.98	
<u>101307881</u>	Invoice	06/23/2022	DEPT SUPPLIES	0.00	1,015.00	
	<u>100-2150-7070-0000</u>		SPECIAL DEPT SUPPLIES		1,015.00	
			DEPT SUPPLIES		1,015.00	
1704	JAYTOWN INDUSTRIES, INC.	06/24/2022	Virtual Payment	0.00	304.73	APA001508
<u>4726</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	304.73	
	<u>700-4050-7037-0000</u>		VEHICLE MAINTENANCE		304.73	
			VEHICLE MAINTENANCE		304.73	
1719	JEREMY DORROUGH	06/24/2022	Virtual Payment	0.00	1,500.00	APA001509
<u>0000001</u>	Invoice	06/23/2022	HIRING COSTS	0.00	1,500.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		1,500.00	
			HIRING COSTS		1,500.00	
1806	KONICA MINOLTA PREMIER FINANCE	06/24/2022	Virtual Payment	0.00	1,200.34	APA001510
<u>473630440</u>	Invoice	06/23/2022	EQUIPMENT RENTAL	0.00	1,200.34	
	<u>100-1230-7075-6026</u>		EQUIPMENT LEASING/RE		840.24	
	<u>700-4050-7075-0000</u>		EQUIPMENT LEASING/RE		360.10	
			EQUIPMENT RENTAL		360.10	
3271	KS STATEBANK	06/24/2022	Virtual Payment	0.00	11,830.77	APA001511
<u>53429-6-2022</u>	Invoice	06/23/2022	VACTOR AND PATCH TRUCK PAYMENTS	0.00	11,830.77	
	<u>100-3250-8060-0000</u>		VEHICLES		3,194.31	
	<u>700-4050-8060-0000</u>		VEHICLES		8,636.46	
			VACTOR AND PATCH TRUCK PAY		8,636.46	
			VACTOR AND PATCH TRUCK PAY		8,636.46	
1842	LEAGUE OF CALIFORNIA CITIES	06/24/2022	Virtual Payment	0.00	80.00	APA001512
<u>2559</u>	Invoice	06/23/2022	RIVERSIDE COUNTY DIVISION MEETING -	0.00	80.00	
	<u>100-1050-7035-0000</u>		LOCAL MEETINGS		40.00	
	<u>100-1350-7035-0000</u>		LOCAL MEETINGS		40.00	
			RIVERSIDE COUNTY DIVISION M		40.00	
			RIVERSIDE COUNTY DIVISION M		40.00	
1856	LEXISNEXIS RISK SOLUTIONS	06/24/2022	Virtual Payment	0.00	171.70	APA001513

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1535776-202205</u>	Invoice	06/23/2022	MONTHLY SUBSCRIPTION FEE	0.00	171.70	
	<u>100-2050-7030-0000</u>		DUES & SUBSCRIPTIONS		171.70	
4626	MANUEL ESCOBAR	06/24/2022	Virtual Payment	0.00	2,565.00	APA001514
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>06/17/2022</u>	Invoice	06/23/2022	SETTLEMENT	0.00	2,565.00	
	<u>100-1240-7081-0000</u>		CLAIM COSTS		2,565.00	
1984	NAPA AUTO PARTS	06/24/2022	Virtual Payment	0.00	495.50	APA001515
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>180257</u>	Credit Memo	06/23/2022	VEHICLE MAINTENANCE	0.00	-19.40	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		-19.40	
<u>180258</u>	Credit Memo	06/23/2022	VEHICLE MAINTENANCE	0.00	-34.47	
	<u>100-2100-7037-0000</u>		VEHICLE MAINTENANCE		-34.47	
<u>180413</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	27.44	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		27.44	
<u>180474</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	102.34	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		102.34	
<u>180499</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	127.67	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		127.67	
<u>180539</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	10.75	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		10.75	
<u>180830</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	10.23	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		10.23	
<u>180841</u>	Credit Memo	06/23/2022	VEHICLE MAINTENANCE	0.00	-124.45	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		-124.45	
<u>180865</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	36.62	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		36.62	
<u>180972</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	14.00	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		14.00	
<u>181063</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	13.46	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		13.46	
<u>181374</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	266.13	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		266.13	
<u>181498</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	65.18	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		65.18	
1317	OCCUPATIONAL HEALTH CENTERS	06/24/2022	Virtual Payment	0.00	256.00	APA001516
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>75522623</u>	Invoice	06/23/2022	EMPLOYEE MEDICAL SERVICES	0.00	106.00	
	<u>100-6050-6019-0000</u>		FIRST AID		45.00	
	<u>750-7900-6019-0000</u>		FIRST AID		61.00	
<u>75593043</u>	Invoice	06/23/2022	EMPLOYEE MEDICAL SERVICES	0.00	150.00	
	<u>750-7600-6019-0000</u>		FIRST AID		150.00	
2009	O'REILLY AUTO PARTS	06/24/2022	Virtual Payment	0.00	145.03	APA001517
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>2678-437567</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	16.40	
	<u>100-2100-7037-0000</u>		VEHICLE MAINTENANCE		16.40	
<u>2678-437568</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	45.24	

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	<u>100-2100-7037-0000</u>		VEHICLE MAINTENANCE		45.24	
<u>2678-438059</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	19.43	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		19.43	
<u>2678-438454</u>	Credit Memo	06/23/2022	VEHICLE MAINTENANCE	0.00	-226.63	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		-226.63	
<u>2678-439127</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	55.58	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		55.58	
<u>2678-440437</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	107.74	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		107.74	
<u>2678-440773</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	8.61	
	<u>750-7900-7037-0000</u>		VEHICLE MAINTENANCE		8.61	
<u>2678-440774</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	7.15	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		7.15	
<u>2678-440777</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	16.37	
	<u>750-7900-7037-0000</u>		VEHICLE MAINTENANCE		16.37	
<u>2678-441006</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	28.38	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		28.38	
<u>2678-441093</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	32.29	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		32.29	
<u>2678-442245</u>	Invoice	06/23/2022	VEHICLE MAINTENANCE	0.00	34.47	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		34.47	
2083	PROFORMA	06/24/2022	Virtual Payment	0.00	222.74	APA001518
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>B156001954A</u>	Invoice	06/23/2022	OFFICE SUPPLIES	0.00	222.74	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		222.74	
3652	PRUDENTIAL OVERALL SUPPLY	06/24/2022	Virtual Payment	0.00	261.26	APA001519
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>23334671</u>	Invoice	06/23/2022	Uniform Rental and Cleaning	0.00	53.05	
	<u>750-7300-7065-0000</u>		UNIFORMS		53.05	
<u>23334686</u>	Invoice	06/23/2022	WW - Prudential Uniforms	0.00	77.58	
	<u>700-4050-7065-0000</u>		UNIFORMS		77.58	
<u>23338259</u>	Invoice	06/23/2022	Uniform Rental and Cleaning	0.00	53.05	
	<u>750-7300-7065-0000</u>		UNIFORMS		53.05	
<u>23338267</u>	Invoice	06/23/2022	WW - Prudential Uniforms	0.00	77.58	
	<u>700-4050-7065-0000</u>		UNIFORMS		77.58	
2098	QUILL CORPORATON	06/24/2022	Virtual Payment	0.00	193.97	APA001520
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>25267503</u>	Invoice	06/23/2022	OFFICE SUPPLIES	0.00	46.04	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		46.04	
<u>25269668</u>	Invoice	06/23/2022	OFFICE SUPPLIES	0.00	147.93	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		147.93	
2104	RAMONA HUMANE SOCIETY INC	06/24/2022	Virtual Payment	0.00	4,932.56	APA001521
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>COB05312 05/31</u>	Invoice	06/23/2022	Ramona Humane Society Sheltering Servi	0.00	4,932.56	
	<u>100-2000-7068-0000</u>		CONTRACTUAL SERVICES		4,932.56	
3421	REDLANDS-YUCAIPA RENTALS, INC.	06/24/2022	Virtual Payment	0.00	747.38	APA001522

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
403305	Invoice	06/23/2022	DEPT SUPPLIES	0.00	747.38	
	<u>100-6050-7070-008C</u>		SPEC DEPT EXP - IA 8C		186.85	
	<u>100-6050-7070-5150</u>		SPEC DEPT EXP - MOUNT		373.69	
	<u>100-6050-7070-5700</u>		SPEC DEPT EXP - WILD FL		186.84	
2623	RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDIC	06/24/2022	Virtual Payment	0.00	800.00	APA001523
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1129	Invoice	06/23/2022	PROFESSIONAL SERVICES	0.00	800.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		800.00	
1113	RYAN M. WESTBROOK INC	06/24/2022	Virtual Payment	0.00	188.50	APA001524
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
780851	Invoice	06/23/2022	ANIMAL CARE SERVICES	0.00	133.50	
	<u>100-2000-7068-0000</u>		CONTRACTUAL SERVICES		133.50	
781122	Invoice	06/23/2022	ANIMAL CARE SERVICES	0.00	55.00	
	<u>100-2080-7060-0000</u>		CONTRACTUAL SERVICES		55.00	
2250	S.B.S.D.	06/24/2022	Virtual Payment	0.00	2,800.00	APA001525
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
EVC54547	Invoice	06/23/2022	EMPLOYEE TRAINING	0.00	2,800.00	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA		2,800.00	
2257	SCOTT FAZEKAS & ASSOCIATES, INC.	06/24/2022	Virtual Payment	0.00	3,269.04	APA001526
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
21964	Invoice	06/23/2022	SFA, Inc. Plan Check Services	0.00	3,269.04	
	<u>100-2150-7063-0000</u>		PLAN CHECK FEES		3,269.04	
2633	SCW CONTRACTING CORPORATION	06/24/2022	Virtual Payment	0.00	105,802.00	APA001527
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
20654	Invoice	06/23/2022	Beaumont Mesa Pump Station Pump Repl	0.00	97,500.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		97,500.00	
20738	Invoice	06/23/2022	Beaumont Mesa Pump Station Pump Repl	0.00	8,302.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		8,302.00	
3556	SEON DESIGN USA CORP	06/24/2022	Virtual Payment	0.00	38,169.36	APA001528
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
170577	Invoice	06/23/2022	Camera system for Transit buses	0.00	38,169.36	
	<u>760-0000-8040-0000</u>		EQUIPMENT		38,169.36	
2281	SHRED-IT	06/24/2022	Virtual Payment	0.00	405.06	APA001529
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
8001660305	Invoice	06/23/2022	PROFESSIONAL SERVICES	0.00	405.06	
	<u>100-1200-7068-0000</u>		CONTRACTUAL SERVICES		118.05	
	<u>100-2000-7025-0000</u>		OFFICE SUPPLIES		8.67	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		278.34	
2295	SLOVAK BARON EMPEY MURPHY & PINKNEY	06/24/2022	Virtual Payment	0.00	141,817.33	APA001530
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
71852	Invoice	06/23/2022	LEGAL SERVICES	0.00	82.50	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		82.50	



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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>71853</u>	Invoice <u>100-1300-7068-000B</u>	06/23/2022	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	4,101.90 4,101.90	
<u>71854</u>	Invoice <u>100-1300-7068-000B</u>	06/23/2022	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	22,660.00 22,660.00	
<u>71855</u>	Invoice <u>100-1300-7068-000B</u>	06/23/2022	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	2,815.50 2,815.50	
<u>71856</u>	Invoice <u>100-1300-7068-000B</u>	06/23/2022	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	120.00 120.00	
<u>71858</u>	Invoice <u>100-1300-7068-000B</u>	06/23/2022	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	302.50 302.50	
<u>71860</u>	Invoice <u>100-1300-7068-000B</u>	06/23/2022	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	380.95 380.95	
<u>71861</u>	Invoice <u>100-1300-7068-000B</u>	06/23/2022	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	7,213.00 7,213.00	
<u>71862</u>	Invoice <u>700-4050-7068-0000</u>	06/23/2022	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	742.50 742.50	
<u>71863</u>	Invoice <u>100-1300-7068-000B</u>	06/23/2022	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	1,266.70 1,266.70	
<u>71864</u>	Invoice <u>250-0000-1197-0000</u>	06/23/2022	LEGAL SERVICES CFD FORMATION - NOBEL	0.00	1,266.70 1,266.70	
<u>71865</u>	Invoice <u>100-1300-7068-000B</u>	06/23/2022	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	10,365.55 10,365.55	
<u>71866</u>	Invoice <u>100-1300-7068-000B</u>	06/23/2022	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	7,500.00 7,500.00	
<u>71869</u>	Invoice <u>100-1300-7068-000B</u>	06/23/2022	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	19,154.00 19,154.00	
<u>71886</u>	Invoice <u>100-1300-7068-000B</u>	06/23/2022	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	57,471.00 57,471.00	
<u>72419</u>	Invoice <u>700-4050-7068-0000</u>	06/23/2022	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	6,374.53 6,374.53	
2309	SOUTH COAST AQMD	06/24/2022	Virtual Payment	0.00	1,151.04	APA001531
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>3985755</u>	Invoice <u>700-4050-7022-0000</u>	06/23/2022	HOT SPOTS PROGRAM FEE LICENSE, PERMITS, FEES	0.00	143.88 143.88	
<u>3988906</u>	Invoice <u>700-4050-7022-003X</u>	06/23/2022	HOT SPOTS PROGRAM FEE LICENSE, PERMITS, FEES	0.00	143.88 143.88	
<u>3988907</u>	Invoice <u>700-4050-7022-0000</u>	06/23/2022	HOT SPOTS PROGRAM FEE LICENSE, PERMITS, FEES	0.00	143.88 143.88	
<u>3989142</u>	Invoice <u>700-4050-7022-0000</u>	06/23/2022	HOT SPOTS PROGRAM FEE LICENSE, PERMITS, FEES	0.00	143.88 143.88	
<u>3989235</u>	Invoice <u>700-4050-7022-007A</u>	06/23/2022	HOT SPOTS PROGRAM FEE LICENSE, PERMITS, FEES	0.00	143.88 143.88	
<u>3989282</u>	Invoice <u>700-4050-7022-06A1</u>	06/23/2022	HOT SPOTS PROGRAM FEE LICENSE, PERMITS, FEES	0.00	143.88 143.88	
<u>3989401</u>	Invoice <u>700-4050-7022-0000</u>	06/23/2022	HOT SPOTS PROGRAM FEE LICENSE, PERMITS, FEES	0.00	143.88 143.88	
<u>3989402</u>	Invoice <u>700-4050-7022-019C</u>	06/23/2022	HOT SPOTS PROGRAM FEE LICENSE, PERMITS, FEES	0.00	143.88 143.88	
2329	ST. FRANCIS ELECTRIC	06/24/2022	Virtual Payment	0.00	1,680.00	APA001532

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>16605171</u>	Invoice	06/23/2022	EMERGENCY SERVICES	0.00	840.00	
	<u>100-3250-7068-0000</u>		CONTRACTUAL SERVICES EMERGENCY SERVICES		840.00	
<u>16605176</u>	Invoice	06/23/2022	EMERGENCY SERVICES	0.00	840.00	
	<u>100-3250-7068-0000</u>		CONTRACTUAL SERVICES EMERGENCY SERVICES		840.00	
3400	T.E. ROBERTS, INC	06/24/2022	Virtual Payment	0.00	12,123.00	APA001533
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>4398</u>	Invoice	06/23/2022	SEWER LINE STABILIZATION	0.00	12,123.00	
	<u>700-4050-8030-0000</u>		CAPITAL IMPROVEMENT SEWER LINE STABILIZATION		12,123.00	
2407	THE GAS COMPANY	06/24/2022	Virtual Payment	0.00	1,276.12	APA001534
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>03822937417 06/</u>	Invoice	06/23/2022	GAS UTILITY	0.00	43.88	
	<u>100-6000-7010-6041</u>		UTILITIES - POLICE ANNEX GAS UTILITY		43.88	
<u>05789544425 06/</u>	Invoice	06/23/2022	GAS UTILITY	0.00	169.98	
	<u>100-6000-7010-6045</u>		UTILITIES - COMMUNITY GAS UTILITY		169.98	
<u>09712228007 07/</u>	Invoice	06/23/2022	GAS UTILITY	0.00	231.81	
	<u>100-6000-7010-6025</u>		UTILITIES - CITY HALL GAS UTILITY		231.81	
<u>10552227000 07/</u>	Invoice	06/23/2022	GAS UTILITY	0.00	27.00	
	<u>100-6000-7010-6040</u>		UTILITIES - POLICE DEPT GAS UTILITY		27.00	
<u>12604948096 06/</u>	Invoice	06/23/2022	GAS UTILITY	0.00	654.21	
	<u>700-4050-7010-0000</u>		UTILITIES GAS UTILITY		654.21	
<u>13912227587 07/</u>	Invoice	06/23/2022	GAS UTILITY	0.00	20.70	
	<u>100-6000-7010-6026</u>		UTILITIES - CITY HALL BLD GAS UTILITY		20.70	
<u>15382227021 07/</u>	Invoice	06/23/2022	GAS UTILITY	0.00	34.22	
	<u>750-7000-7010-0000</u>		UTILITIES GAS UTILITY		34.22	
<u>15592230625 06/</u>	Invoice	06/23/2022	GAS UTILITY	0.00	15.23	
	<u>100-6000-7010-6070</u>		UTILITIES - 500 GRACE AV GAS UTILITY		15.23	
<u>19782338008 07/</u>	Invoice	06/23/2022	GAS UTILITY	0.00	79.09	
	<u>100-6000-7010-6055</u>		UTILITIES - FIRE STATION GAS UTILITY		79.09	
4267	THERESA MICHEL INVESTIGATIONS	06/24/2022	Virtual Payment	0.00	375.00	APA001535
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>2022-5</u>	Invoice	06/23/2022	HIRING COSTS	0.00	375.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI HIRING COSTS		375.00	
3265	TOWNSEND PUBLIC AFFAIRS, INC	06/24/2022	Virtual Payment	0.00	4,000.00	APA001536
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>18438</u>	Invoice	06/23/2022	CONSULTING SERVICES	0.00	2,000.00	
	<u>100-1200-7068-0000</u>		CONTRACTUAL SERVICES CONSULTING SERVICES		2,000.00	
<u>18554</u>	Invoice	06/23/2022	CONSULTING SERVICES	0.00	2,000.00	
	<u>100-1200-7068-0000</u>		CONTRACTUAL SERVICES CONSULTING SERVICES		2,000.00	
2455	TURBOSCAPE, INC.	06/24/2022	Virtual Payment	0.00	14,665.00	APA001537
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>12244</u>	Invoice	06/23/2022	Granit and infield mix for Rangel P-11	0.00	4,765.00	
	<u>500-0000-9950-0000</u>		TRANSFERS IN Granit and infield mix for Rangel		4,765.00	
<u>12249</u>	Invoice	06/23/2022	Granit and infield mix for Rangel P-11	0.00	1,960.00	
	<u>500-0000-9950-0000</u>		TRANSFERS IN Granit and infield mix for Rangel		1,960.00	
<u>12263</u>	Invoice	06/23/2022	Granit and infield mix for Rangel P-11	0.00	7,940.00	

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	500-0000-9950-0000	TRANSFERS IN	Granit and infield mix for Range!		7,940.00	
2457	TYLER WORKS - TECHNOLOGIES	06/24/2022	Virtual Payment	0.00	16,017.00	APA001538
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>025-348164A</u>	Invoice	06/23/2022	SOFTWARE	0.00	520.00	
	<u>100-1230-7071-0000</u>		SOFTWARE		520.00	
<u>025-375044</u>	Invoice	06/23/2022	TYLER SOFTWARE	0.00	14,977.00	
	<u>100-1230-7071-0000</u>		SOFTWARE		14,977.00	
<u>025-379122</u>	Invoice	06/23/2022	SOFTWARE	0.00	520.00	
	<u>100-1230-7071-0000</u>		SOFTWARE		520.00	
2459	UFI URBAN FUTURES	06/24/2022	Virtual Payment	0.00	1,793.00	APA001539
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>CD-2021-012</u>	Invoice	06/23/2022	PROFESSIONAL SERVICES	0.00	1,793.00	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		1,793.00	
2484	VERIZON	06/24/2022	Virtual Payment	0.00	6,147.99	APA001540
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>9907459500</u>	Invoice	06/23/2022	DEPT CELL PHONES	0.00	5,024.58	
	<u>100-1230-7010-0000</u>		UTILITIES		3,919.78	
	<u>700-4050-7010-0000</u>		UTILITIES		594.42	
	<u>750-7000-7010-0000</u>		UTILITIES		510.38	
<u>9907459501</u>	Invoice	06/23/2022	TRANSIT TABLETS	0.00	920.24	
	<u>750-7100-7015-0000</u>		TELEPHONE		87.61	
	<u>750-7400-7015-0000</u>		TELEPHONE		262.27	
	<u>750-7600-7015-0000</u>		TELEPHONE		219.02	
	<u>750-7800-7015-0000</u>		TELEPHONE		43.90	
	<u>750-7900-7015-0000</u>		TELEPHONE		43.90	
	<u>750-8000-7015-0000</u>		TELEPHONE		43.90	
	<u>750-8100-7015-0000</u>		TELEPHONE		87.88	
	<u>750-8200-7015-0000</u>		TELEPHONE		43.90	
	<u>750-8300-7015-0000</u>		TELEPHONE		87.86	
<u>9907459502</u>	Invoice	06/23/2022	IPADS - 1550	0.00	76.02	
	<u>100-1230-7015-0000</u>		TELEPHONE		76.02	
<u>9907459503</u>	Invoice	06/23/2022	IPADS - 3100	0.00	76.02	
	<u>100-1230-7015-0000</u>		TELEPHONE		76.02	
<u>9907459504</u>	Invoice	06/23/2022	IPADS - 1550/6050	0.00	51.13	
	<u>100-1230-7015-0000</u>		TELEPHONE		51.13	
2490	VERIZON BUSINESS SERVICE	06/24/2022	Virtual Payment	0.00	3,466.18	APA001541
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>Z8256014</u>	Invoice	06/23/2022	PHONE UTILITY	0.00	1,249.65	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		1,249.65	
<u>Z8256117</u>	Invoice	06/23/2022	PHONE UTILITY	0.00	2,216.53	
	<u>700-4050-7015-0000</u>		TELEPHONE		2,216.53	
2517	VOYAGER	06/24/2022	Virtual Payment	0.00	59,382.30	APA001542

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
8690650032222	Invoice	06/23/2022	FUEL EXPENSE	0.00	59,382.30	
	<u>100-2000-7050-0000</u>	FUEL	FUEL EXPENSE		973.33	
	<u>100-2030-7050-0000</u>	FUEL	FUEL EXPENSE		118.91	
	<u>100-2050-7050-0000</u>	FUEL	FUEL EXPENSE		25,522.15	
	<u>100-2150-7050-0000</u>	FUEL	FUEL EXPENSE		285.64	
	<u>100-3100-7050-0000</u>	FUEL	FUEL EXPENSE		1,168.84	
	<u>100-3250-7050-0000</u>	FUEL	FUEL EXPENSE		3,806.09	
	<u>100-6050-7050-0000</u>	FUEL	FUEL EXPENSE		9,167.23	
	<u>700-4050-7050-0000</u>	FUEL	FUEL EXPENSE		3,964.26	
	<u>750-7100-7050-0000</u>	FUEL	FUEL EXPENSE		689.25	
	<u>750-7300-7050-0000</u>	FUEL	FUEL EXPENSE		894.61	
	<u>750-7400-7050-0000</u>	FUEL	FUEL EXPENSE		4,450.23	
	<u>750-7600-7050-0000</u>	FUEL	FUEL EXPENSE		2,919.17	
	<u>750-7800-7050-0000</u>	FUEL	FUEL EXPENSE		1,262.24	
	<u>750-7900-7050-0000</u>	FUEL	FUEL EXPENSE		1,426.65	
	<u>750-8100-7050-0000</u>	FUEL	FUEL EXPENSE		635.82	
	<u>750-8200-7050-0000</u>	FUEL	FUEL EXPENSE		1,511.94	
	<u>750-8300-7050-0000</u>	FUEL	FUEL EXPENSE		585.94	
3422	WAXIE SANITARY SUPPLY	06/24/2022	Virtual Payment	0.00	366.16	APA001543
	Invoice	06/23/2022	BUILDING MAINTENANCE	0.00	258.60	
	<u>100-6000-7085-6032</u>	BLDG MAINT- CITY HALL B	BUILDING MAINTENANCE		26.30	
	<u>100-6000-7085-6040</u>	BLDG MAINT - POLICE DE	BUILDING MAINTENANCE		206.00	
	<u>100-6000-7085-6041</u>	BLDG MAINT - POLICE AN	BUILDING MAINTENANCE		26.30	
	Invoice	06/23/2022	DEPT SUPPLIES	0.00	107.56	
	<u>750-8000-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		107.56	
3908	WEST COAST ARBORISTS, INC	06/24/2022	Virtual Payment	0.00	59,630.00	APA001544
	Invoice	06/23/2022	Tree trimming and pruning service	0.00	47,475.00	
	<u>100-6050-7157-0000</u>	TREE TRIMMING	MAINTENANCE SERVICE AGREE		47,475.00	
	Invoice	06/23/2022	Tree trimming and pruning service	0.00	11,375.00	
	<u>100-6050-7157-0000</u>	TREE TRIMMING	MAINTENANCE SERVICE AGREE		11,375.00	
	Invoice	06/23/2022	Tree trimming and pruning service	0.00	780.00	
	<u>100-6050-7157-0000</u>	TREE TRIMMING	MAINTENANCE SERVICE AGREE		780.00	
2540	WESTERN RIVERSIDE COUNTY REGIONAL CONS	06/24/2022	Virtual Payment	0.00	548,885.00	APA001545
	Invoice	06/23/2022	MSHCP FEES	0.00	548,885.00	
	<u>570-0000-2005-0000</u>	DUE TO WRCRCA (MSHCP)	MSHCP FEES		548,885.00	
2546	WILLDAN ENGINEERING	06/24/2022	Virtual Payment	0.00	16,740.00	APA001546
	Invoice	06/23/2022	FY 21/22 Building Inspector Services, Will	0.00	11,340.00	
	<u>100-2150-7067-0000</u>	INSPECTIONS	FY 21/22 Building Inspector Serv		11,340.00	
	Invoice	06/23/2022	FY 21/22 Permit Tech Services, Willdan En	0.00	5,400.00	
	<u>100-2150-7069-0000</u>	PERMIT TECHNICIAN EXP	FY 21/22 Permit Tech Services,		5,400.00	
3101	WRCOG	06/24/2022	Virtual Payment	0.00	757,800.00	APA001547

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>MAY 2022</u>	Invoice	06/23/2022	TUMF FEES	0.00	757,800.00	
	<u>570-0000-2010-0000</u>		DUE TO WRCOG (TUMF)		757,800.00	
2556	XYLEM WATER SOLUTIONS, INC	06/24/2022	Virtual Payment	0.00	5,631.70	APA001548
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>3556C23885</u>	Invoice	06/23/2022	WWTP EQUIP/MAINTENANCE/SUPPLIES	0.00	4,246.70	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		4,246.70	
<u>3556C27692</u>	Invoice	06/23/2022	MESA PUMP - FLYGT MODEL NT-3315.095	0.00	1,385.00	
	<u>700-4050-8040-0000</u>		EQUIPMENT		1,385.00	
3457	ZONAR SYSTEMS	06/24/2022	Virtual Payment	0.00	567.00	APA001549
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>S1554087</u>	Invoice	06/23/2022	SOFTWARE	0.00	567.00	
	<u>750-7100-7071-0000</u>		SOFTWARE		54.00	
	<u>750-7400-7071-0000</u>		SOFTWARE		135.00	
	<u>750-7600-7071-0000</u>		SOFTWARE		135.00	
	<u>750-7800-7071-0000</u>		SOFTWARE		81.00	
	<u>750-7900-7071-0000</u>		SOFTWARE		54.00	
	<u>750-8100-7071-0000</u>		SOFTWARE		27.00	
	<u>750-8200-7071-0000</u>		SOFTWARE		27.00	
	<u>750-8300-7071-0000</u>		SOFTWARE		54.00	
3516	INLAND WATER WORKS SUPPLY CO	06/22/2022	Bank Draft	0.00	-605.56	DFT0003835
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>S1053829.001 V</u>	Credit Memo	06/22/2022	CLOW CHECK VALVES - STALE DATE CHECK	0.00	-605.56	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		-605.56	
3516	INLAND WATER WORKS SUPPLY CO	06/22/2022	Bank Draft	0.00	-632.02	DFT0003836
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>S1054245.001 V</u>	Credit Memo	06/22/2022	CLOW CHECK VALVES - STALE DATE CHECK	0.00	-632.02	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		-632.02	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	16	16	0.00	1,240,941.35
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	-1,237.58
EFT's	3	4	0.00	2,463,787.26
Virtual Payments	193	85	0.00	2,057,058.69
	<b>214</b>	<b>107</b>	<b>0.00</b>	<b>5,760,549.72</b>

Check Report

Date Range: 06/14/20 Item 4. 022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4448	CA State Disbursement Unit	06/17/2022	Regular	0.00	276.92	1061
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>	
<u>INV0000955</u>	Invoice	06/17/2022	CARATACHEA / Child Support 2000000019	0.00	276.92	
	<u>100-0000-2105-0000</u>		PAYROLL SUSPENSE	CARATACHEA / Child Support 20	276.92	
4450	Riverside County Sheriff	06/17/2022	Regular	0.00	113.87	1062
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>	
<u>INV0000957</u>	Invoice	06/17/2022	FIELDS / Garnishment 2021201155	0.00	113.87	
	<u>100-0000-2105-0000</u>		PAYROLL SUSPENSE	FIELDS / Garnishment 20212011	113.87	
4449	State Of California FTB	06/17/2022	Regular	0.00	150.00	1063
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>	
<u>INV0000956</u>	Invoice	06/17/2022	STEWARD / Garnishment 554376971	0.00	150.00	
	<u>100-0000-2105-0000</u>		PAYROLL SUSPENSE	STEWARD / Garnishment 55437	150.00	
4446	California State Payroll Taxes	06/17/2022	Bank Draft	0.00	-328.45	DFT0003816
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>	
<u>CM0000074</u>	Credit Memo	06/17/2022	State Withholding	0.00	-328.45	
	<u>100-0000-2105-0000</u>		PAYROLL SUSPENSE	State Withholding	-4,019.95	
	<u>100-0000-2116-0000</u>		CA WITHHOLDING	State Withholding	3,691.50	
4445	Federal Deposit	06/17/2022	Bank Draft	0.00	-766.93	DFT0003817
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>	
<u>CM0000075</u>	Credit Memo	06/17/2022	Federal Deposit	0.00	-766.93	
	<u>100-0000-2105-0000</u>		PAYROLL SUSPENSE	Federal Withholding	-10,397.46	
	<u>100-0000-2115-0000</u>		FEDERAL WITH HOLDING	Federal Withholding	9,630.53	
4446	California State Payroll Taxes	06/17/2022	Bank Draft	0.00	28,262.56	DFT0003821
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>	
<u>INV0000952</u>	Invoice	06/17/2022	State Withholding	0.00	28,262.56	
	<u>100-0000-2116-0000</u>		CA WITHHOLDING	State Withholding	28,262.56	
4445	Federal Deposit	06/17/2022	Bank Draft	0.00	90,472.73	DFT0003822
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>	
<u>INV0000953</u>	Invoice	06/17/2022	Federal Deposit	0.00	90,472.73	
	<u>100-0000-2105-0000</u>		PAYROLL SUSPENSE	Medicare	19,516.04	
	<u>100-0000-2115-0000</u>		FEDERAL WITH HOLDING	Federal Withholding	70,956.69	

Bank Code PYBANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	3	3	0.00	540.79
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	4	4	0.00	117,639.91
EFT's	0	0	0.00	0.00
Virtual Payments	0	0	0.00	0.00
	<b>7</b>	<b>7</b>	<b>0.00</b>	<b>118,180.70</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	25	22	0.00	1,248,590.51
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	10	10	0.00	303,218.53
EFT's	8	6	0.00	2,468,339.53
Virtual Payments	193	85	0.00	2,057,058.69
	<b>236</b>	<b>123</b>	<b>0.00</b>	<b>6,077,207.26</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	6/2022	6,077,207.26
			<b>6,077,207.26</b>



## Staff Report

**TO:** City Council

**FROM:** Jeff Hart, Public Works Director

**DATE:** July 19, 2022

**SUBJECT:** Authorize Mayor to Execute a Grant Deed and Lot Line Adjustment 2021-LLA-0028

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### Background and Analysis:

On August 3, 2021, City Council approved an agreement between the City of Beaumont and Orum Capital which included the sale of a portion of City owned property located on East Fourth Street, site of the former Denny's property (see Figure 1). As part of that agreement, the costs to survey and map the property were to be split between the buyer and the City. The aforementioned grant deed and lot line adjustment are the deliverables for this effort.

The grant deed and lot line adjustment 2021-LLA-0028 were prepared consequent to that agreement. 2021-LLA-0028 adjusts City-owned parcels 418-190-004 and 418-190-005 to allow the conveyance of parcel 'A' to Orum Capital, as shown in Figure 2.

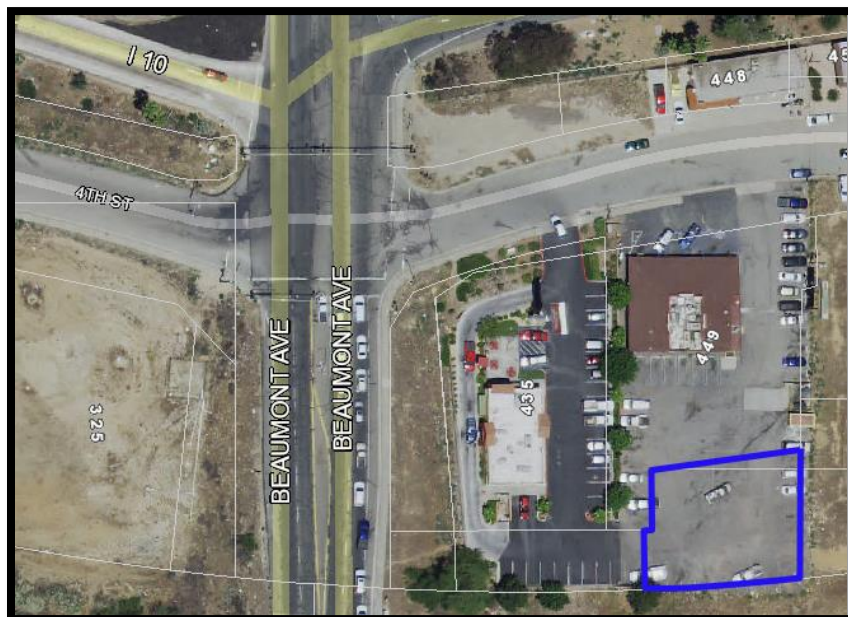


Figure 1- Vicinity Map



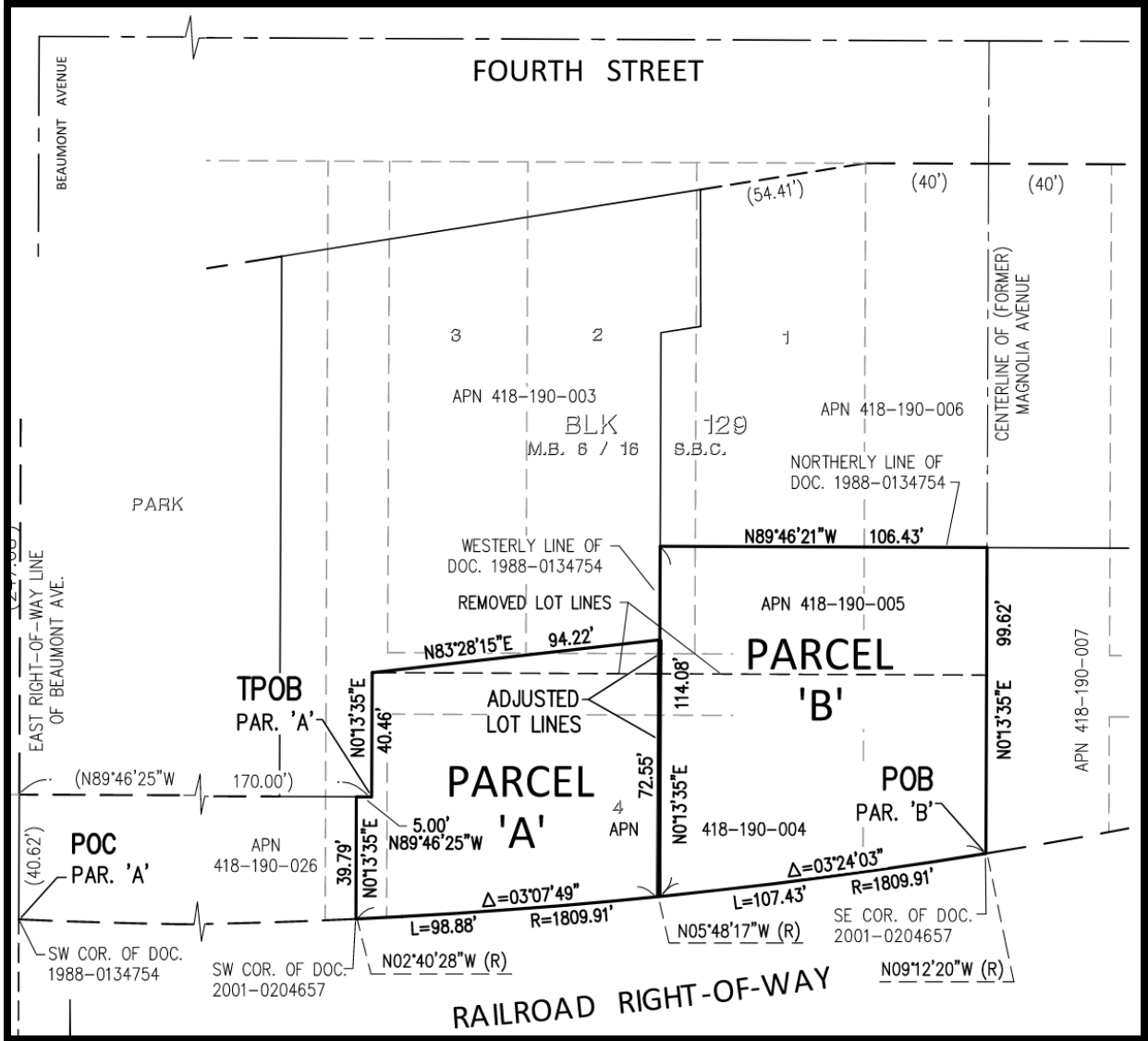


Figure 2 - Adjusted City Parcels

**Fiscal Impact:**

The cost to prepare the staff report is estimated to be \$350. The cost to prepare the grant deed and lot line adjustment is estimated to be \$7,780; services were performed under the City’s existing contract with NV5.

**Recommended Action:**

Authorize the Mayor to execute grand deed and lot line adjustment 2021-LLA-0028.

**Attachments:**

- A. Grant Deed
- B. Lot Line Adjustment 2021-LLA-0028

RECORDING REQUESTED BY

City of Beaumont

AND WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:

NAME City of Beaumont

STREET ADDRESS 559 E. 6th Street

CITY, STATE & ZIP CODE Beaumont, CA 92223

TITLE ORDER NO. \_\_\_\_\_

ESCROW NO. \_\_\_\_\_

Item 5.

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

# GRANT DEED

TRA: \_\_\_\_\_

APN: 418-190-004 and -005

**The undersigned grantor(s) declare(s)**

DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_

- computed on full value of property conveyed, or
- computed on full value less liens and encumbrances remaining at time of sale.
- Unincorporated Area City of Beaumont

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, I (We) City of Beaumont, a California Municipal Corporation, Public Agency  
(NAME OF GRANTOR(S))

hereby remise, release and grant to City of Beaumont, a California Municipal Corporation, Public Agency  
(NAME OF GRANTEE(S))

the following described real property in the City of Beaumont, County of Riverside, State of California.

(Insert Legal Description)

Parcels 'A and 'B' as described and shown on Exhibits 'A' & 'B' attached hereto and by this reference is made a part hereof pursuant to LLA 2021-LLA-0028 approved by the City of Beaumont.

NOTE: This grant deed perfects the intent of Lot Line Adjustment 2021-LLA-0028, as approved by the City of Beaumont.

DATED: \_\_\_\_\_

Name \_\_\_\_\_

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

Title Mayor, City of Beaumont

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared  
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

**Recording Requested By:**  
City of Beaumont

**When Recorded Mail To:**  
City of Beaumont Planning Dept.  
550 E. Sixth Street  
Beaumont, CA 92223

**NOTICE OF LOT LINE ADJUSTMENT NO. 2021-LLA-0028**

RECORDED OWNER(S)  
City of Beaumont, a Municipal Corporation, Public Agency

ASSESSOR PARCEL NUMBER(S)  
418-190-004                      418-190-005

**LEGAL DESCRIPTION OF ADJUSTED PARCEL**

SEE EXHIBIT "A" AND EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

**SIGNATURE OF RECORD OWNER(S) (MUST BE NOTARIZED)**

**DEPARTMENT USE ONLY**

PROPERTY "A"  
Title/ company (if applicable)  
Print Name:  
PROPERTY "B"  
Title/ company (if applicable)  
Print Name:  
~~PROPERTY "C"  
Title/ company (if applicable)  
Print Name:~~  
~~PROPERTY "D"  
Title/ company (if applicable)  
Print Name:~~

This Notice of Lot Line Adjustment No: 2021-LLA-0028 is approved

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SURVEY DEPARTMENT APPROVAL**

SEE ATTACHED SEPARATE SHEET  
NOTARY ACKNOWLEDGEMENT

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**  
**LOT LINE ADJUSTMENT No. 2021-LLA-0028**

**PARCEL 'A':**

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THAT CERTAIN PORTION OF LAND DESCRIBED IN DEED RECORDED MAY 19, 1988 AS INST. No. 0134754, OFFICIAL RECORDS OF RIVERSIDE COUNTY RECORDER'S OFFICE, BEING PORTIONS OF BLOCK 129 AND A PORTION OF THE ALLEYS (VACATED) LYING WITHIN SAID BLOCK 129, AS SHOWN BY THE AMENDED MAP OF THE TOWN OF BEAUMONT, ON FILE IN BOOK 6 OF MAPS, PAGES 16 AND 17, INCLUSIVE, RECORDS OF SAN BERNARDINO COUNTY RECORDER'S OFFICE, SITUATED IN THE WEST HALF OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID DEED, SAID SOUTHWEST CORNER BEING THE INTERSECTION OF THE EAST LINE OF BEAUMONT AVENUE, AS SHOWN ON SAID AMENDED MAP, WITH THE NORTH LINE OF THE RIGHT OF WAY AS ORIGINALLY GRANTED TO THE SOUTHERN PACIFIC RAILROAD COMPANY, SAID CORNER BEING A CURVE CONCAVE NORTHERLY WITH A RADUIS OF 1809.91 FEET, A RADIAL LINE TO SAID INTERSECTION BEARS SOUTH 02° 33' 02" WEST;

**THENCE** NORTH 00° 13' 35" EAST, ALONG SAID EAST LINE OF BEAUMONT AVENUE, A DISTANCE OF 40.62 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED JULY 12, 1963 AS INSTRUMENT No. 95619, OFFICIAL RECORDS OF RIVERSIDE COUNTY RECORDER'S OFFICE;

**THENCE** SOUTH 89° 46' 25" EAST ALONG THE SOUTH LINE OF SAID DEED AND ITS EASTERLY PROLONGATION A DISTANCE OF 170.00 FEET TO AN ANGLE POINT IN THE WEST LINE OF GRANT DEED RECORDED MAY 19, 1988 AS INSTRUMENT No. 134754, OFFICIAL RECORDS OF RIVERSIDE COUNTY RECORDER'S OFFICE, AND THE **POINT OF BEGINNING**;

**THENCE** NORTH 00° 13' 35" EAST ALONG THE SAID WEST LINE OF GRANT DEED, A DISTANCE OF 40.46 FEET TO AN ANGLE POINT THEREIN, ALSO BEING THE NORTHWEST CORNER OF DEED RECORDED MAY 10, 2001 AS DOCUMENT No. 204657, OFFICIAL RECORDS OF RIVERSIDE COUNTY RECORDER'S OFFICE;

**THENCE** NORTH 83° 28' 15" EAST ALONG THE WESTERLY LINE OF SAID GRANT DEED RECORDED MAY 19, 1988 AS INSTRUMENT No. 134754, OFFICIAL RECORDS OF RIVERSIDE COUNTY RECORDER'S OFFICE, A DISTANCE OF 94.22 FEET TO AN ANGLE POINT THEREIN;

**THENCE** SOUTH 00° 13' 35" EAST ALONG THE SOUTHERLY PROLONGATION OF SAID WEST LINE A DISTANCE OF 83.64 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF THE RIGHT OF WAY AS ORIGINALLY GRANTED TO THE SOUTHERN PACIFIC RAILROAD COMPANY, SAID CORNER BEING ON A CURVE CONCAVE NORTHERLY

WITH A RADUIS OF 1809.91 FEET, A RADIAL LINE TO SAID INTERSECTION BEARS SOUTH 02° 33' 02" WEST;

**THENCE** WESTERLY ALONG SAID CURVED NORTH RIGHT-OF WAY LINE AN ARC LENGTH OF 98.88 FEET THROUGH A CENTRAL ANGLE OF 03° 07' 49" TO THE SOUTHWEST CORNER OF SAID DEED RECORDED MAY 10, 2001 AS DOCUMENT No. 204657, OFFICIAL RECORDS OF RIVERSIDE COUNTY RECORDER'S OFFICE;

**THENCE** NORTH 00° 13' 35" EAST, ALONG THE SAID WEST LINE A DISTANCE OF 39.79 FEET (DESCRIBED AS 40.68 FEET IN SAID DEED) TO THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED JULY 12, 1963 AS INSTRUMENT No. 95619, OFFICIAL RECORDS OF RIVERSIDE COUNTY RECORDER'S OFFICE ;

**THENCE** SOUTH 89° 46' 21" EAST ALONG SAID SOUTH LINE A DISTANCE OF 5.00 FEET TO THE **POINT OF BEGINNING**.

**CONTAINING** 0.181 ACRES, MORE OR LESS.

**PARCEL 'B':**

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THAT CERTAIN PORTION OF LAND DESCRIBED IN DEED RECORDED MAY 19, 1988 AS INST. No. 0134754, OFFICIAL RECORDS OF RIVERSIDE COUNTY RECORDER'S OFFICE, AND BEING A PORTION OF BLOCK 129, A PORTION OF MAGNOLIA AVENUE (VACATED) AND THE ALLEYS (VACATED) LYING WITHIN SAID BLOCK 129, AS SHOWN BY THE AMENDED MAP OF THE TOWN OF BEAUMONT, ON FILE IN BOOK 6 OF MAPS, PAGES 16 AND 17, INCLUSIVE, RECORDS OF SAN BERNARDINO COUNTY RECORDER'S OFFICE, SITUATED IN THE WEST HALF OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, AND BEING MORE PARTICULARLY DECRIBED AS FOLLOWS:

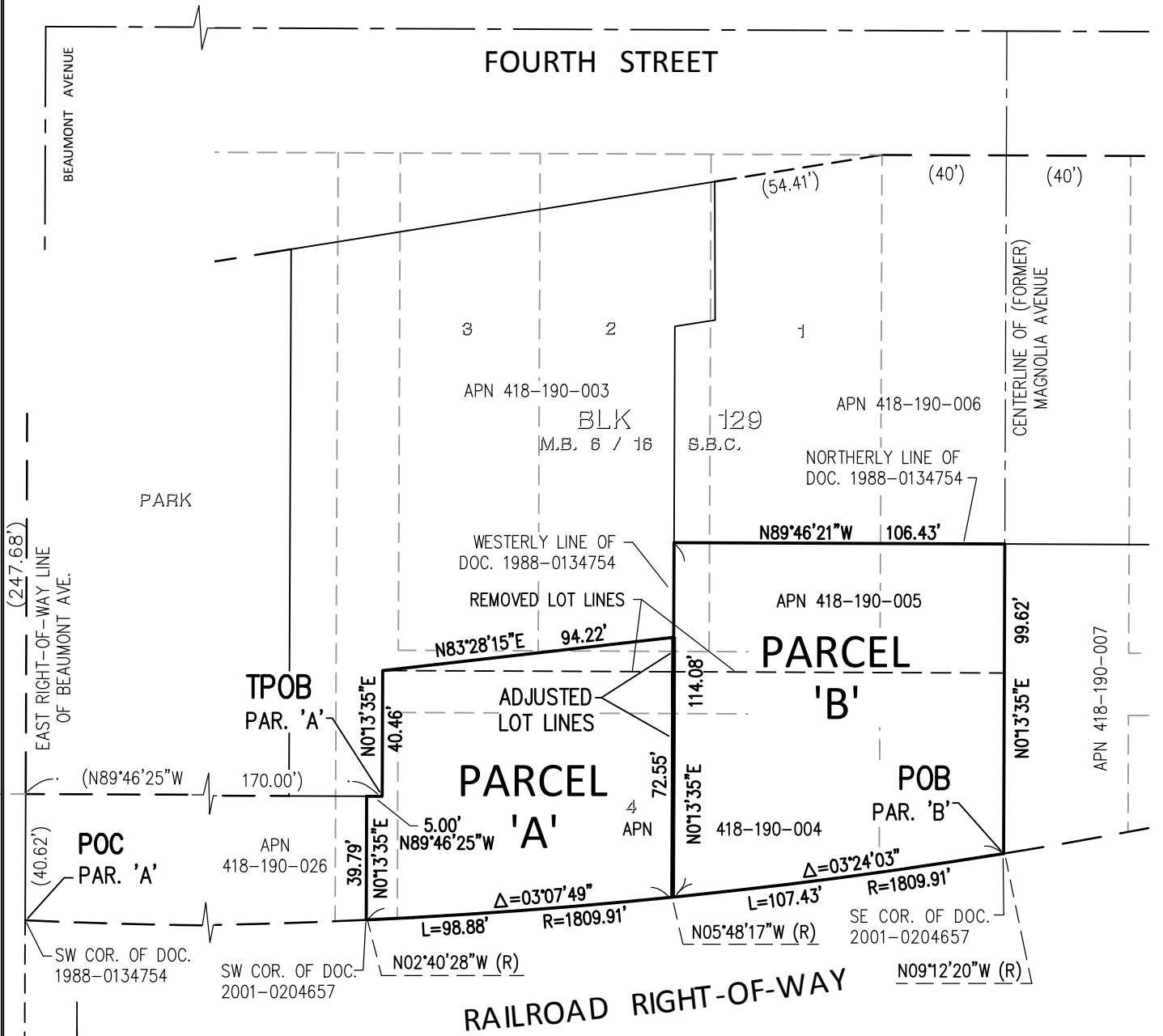
**BEGINNING** AT THE INTERSECTION OF THE CURVED NORTH LINE OF THE RIGHT OF WAY AS ORIGINALLY GRANTED TO THE SOUTHERN PACIFIC RAILROAD COMPANY AND THE CENTERLINE OF MAGNOLIA AVENUE AS SHOWN BY THE SAID AMENDED MAP OF THE TOWN OF BEAUMONT, SAID INTERSECTION BEING THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED MAY 10, 2001 AS DOCUMENT No. 204657, OFFICIAL RECORDS OF RIVERSIDE COUNTY RECORDER'S OFFICE, AND SAID CURVED NORTH LINE BEING A CURVE CONCAVE NORTHERLY WITH A RADUIS OF 1809.91 FEET, A RADIAL LINE TO SAID INTERSECTION BEARS SOUTH 09° 12' 06" EAST;

**THENCE** NORTH 00° 13' 35" EAST ALONG SAID CENTERLINE OF MAGNOLIA AVENUE (VACATED) A DISTANCE OF 99.62 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE OF THAT CERTAIN PARCEL DESCRIBED IN SAID DEED RECORDED MAY 19, 1988 AS INST. No. 0134754;



# EXHIBIT "B"

## LOT LINE ADJUSTMENT No. 2021-LLA-0028



**LEGEND:**

- EXISTING LOT LINE ADJUSTED HEREON
- EXISTING LOT LINE TO REMAIN
- NEW LOT LINE
- A NEW PARCEL LETTER
- LOT NUMBER PER M.B. 6/16-17, SAN BERNARDINO CO.
- (R) INDICATES RADIAL BEARING

PARCEL 'A': CONTAINS 7,891 S.F. (0.181 Ac.)  
 PARCEL 'B': CONTAINS 11,429 S.F. (0.262 Ac.)

SCALE 1" = 50'



42-829 COOK STREET, SUITE 104 PALM DESERT, CA 92211  
 760.341.3101 TEL 760.341.5999 FAX WWW.NV5.COM

**CITY OF BEAUMONT**  
 LOT LINE ADJUSTMENT No. 2021-LLA-0028  
 EXHIBIT 'B'

SHEET NUMBER

OF **1** SHEETS

PREPARED FOR: CITY OF BEAUMONT

DATE: JAN. 2022

JOB NUMBER  
 226816-0000895





## Staff Report

**TO:** Mayor and City Council  
**FROM:** Sean Thuilliez, Chief of Police  
**DATE:** July 19, 2022  
**SUBJECT:** Canine Inspection Services Agreement 2022/23

---

### Background and Analysis:

In 2016, the City of Beaumont Police Department (City) and Beaumont Unified School District (District) entered into an agreement for police canine searches at certain District facilities. Both parties wish to renew this agreement for the 2022/23 school year.

The City has a qualified and trained canine and handler to complete the searches as requested by the District. The terms of this agreement allow the City's canine search team to search and sniff communal areas, lockers, gym areas, parking lots, grounds, and other select areas on District property. The police canine handler will notify the authorized District representative(s) of any alert made by the canine as a result of the search. The police canine will not be used to sniff any person.

The District has agreed to compensate the City for the use of the canine search team. The terms of this agreement are from August 2022 through June 30, 2023. The City Attorney has approved this agreement as to form and content (Attachment A).

### Fiscal Impact:

There is no negative impact to the general fund. The District agrees to pay the City an annual fee of \$5,500 for these services. This equates to 18 searches. An amendment will be completed if more searches are requested.

### Recommended Action:

Approve the agreement with the Beaumont Unified School District for police canine search services.

**Attachments:**

- A. Canine Inspection Services Agreement

## CANINE INSPECTIONS SERVICES AGREEMENT

THIS CANINE INSPECTIONS SERVICES AGREEMENT (“Agreement”) is made as of this \_\_\_\_ day of July, 2022 (“Execution Date”) by and between CITY OF BEAUMONT, a California municipal corporation (“CITY”), and the BEAUMONT UNIFIED SCHOOL DISTRICT, a California school district (“DISTRICT”), collectively referred to as the “Parties” and individually referred to as “Party”.

### RECITALS

A. CITY employs a narcotics canine and a narcotics canine handler, among other City of Beaumont Police department personnel; and

B. DISTRICT is seeking contraband inspection services utilizing non-aggressive contraband detection canines, for the period of August 2022 through June 2023, at the communal areas, lockers, gym areas, parking lots, grounds, and other select areas at DISTRICT’s facilities in the City of Beaumont as directed by DISTRICT’s officials (“Services”); and

C. CITY possesses the necessary skills, qualifications, personnel and equipment to provide the Services to DISTRICT; and

D. DISTRICT desires to engage the services of CITY to perform the Services; and

E. CITY agrees to provide such Services pursuant to, and in accordance with, the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the Parties contained in this Agreement and other good and valuable consideration, the Parties agree, promise and covenant to each other as follows:

### AGREEMENT

1. Annual Fee Payment. DISTRICT agrees to pay the Annual Fee of \$5,500 to CITY within ten (10) days of the Execution Date for delivery of the Services.
2. Term. This Agreement shall remain in force from the Execution Date to June 30, 2023.
3. Delivery of Services. CITY shall schedule DISTRICT visits in conjunction with days designated by DISTRICT as appropriate for inspections. DISTRICT shall provide CITY with a 2022-2023 DISTRICT School Calendar (“School Calendar”) which shall indicate dates for CITY’s delivery of Services. A copy of the School Calendar is attached hereto as Exhibit “A” and

incorporated herein by this reference. DISTRICT desires that such inspections may be conducted on an unannounced basis under the auspices and direction of DISTRICT administration.

4. Mutual Indemnification. It is understood and agreed that neither DISTRICT, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is also understood and agreed that pursuant to Government Code 895.4, CITY shall defend, indemnify and save harmless DISTRICT, all officers, and employees from all claims, suits or actions of every name, kind, and description brought forth or on account of injuries or death of any person or damage to property resulting from anything done or omitted to be done by CITY under this Agreement except as otherwise provided by Statute. It is understood and agreed that neither CITY nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction delegated to DISTRICT under this Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, DISTRICT shall defend, indemnify and save harmless CITY, all officers and employees from all claims, suits or actions of every name, kind and description brought forth on account of injuries or death of any person or damage to property resulting from anything done or omitted to be done by DISTRICT under connection with any work, authority or jurisdiction delegated to DISTRICT under this Agreement except as otherwise provided by statute.

5. Insurance. DISTRICT and CITY shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with their respective participation and the participation of their respective agents, representatives, employees or subcontractors. CITY shall maintain Worker's Compensation Insurance (Statutory Limits) for CITY's personnel. These insurance requirements may be satisfied with a certificate of self-insurance.

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

7. Termination. DISTRICT or CITY may terminate this Agreement at any time, upon 30-days prior written notice; provided, however, that DISTRICT shall pay for all services rendered to it prior to the date of termination.

8. Parties' Liaisons. In order to ensure smooth operation of the Services provided hereunder, DISTRICT and CITY each agree to appoint a representative who shall be responsible for coordinating the implementation of this Agreement.

a. CITY Appointment: CITY appoints the Chief of Police as its representative. The Chief may be contacted as follows:

Name: Sean Thuilliez, Chief of Police, or his designee  
Beaumont Police Department  
660 Orange Avenue  
Beaumont, CA 92223  
Telephone: 951-769-8500  
Fax: 951-769-8508  
E-mail: [sthulliez@beaumontpd.org](mailto:sthulliez@beaumontpd.org)

b. DISTRICT Appointment: DISTRICT appoints Penni Harbauer or designee as its representative.

Name: Penni Harbauer, Assistant Superintendent of Business Services  
Beaumont Unified School District  
350 W. Brookside Avenue  
Beaumont, CA 92223  
Telephone: 951-845-4561  
E-mail: [pharbauer@beaumontusd.k12.ca.us](mailto:pharbauer@beaumontusd.k12.ca.us)

9. Notices. Any notice, payment, statement, or demand required or permitted to be given hereunder by either Party to the other shall be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the Parties at the addresses appearing in section 8 above but each Party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

10. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Additionally, this Agreement has been formed and shall be performed in Riverside County; the venue for any legal action on the Agreement shall be in Riverside County.

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

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

13. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

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

15. Captions. The captions to the various clauses of this Agreement are for information purposes only and shall not alter the substance of the terms and conditions of this Agreement.

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

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the following authorized officials.

BEAUMONT UNIFIED SCHOOL DISTRICT

CITY OF BEAUMONT

By:

By:

\_\_\_\_\_  
Penni Harbauer, Assistant Superintendent  
Business Services

\_\_\_\_\_  
Lloyd White, Mayor

DATE:

DATE:

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Steven Mehlman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**EXHIBIT "A"**  
**TO**  
**CANINE INSPECTIONS SERVICES AGREEMENT**  
**"SCHOOL CALENDAR"**







## Staff Report

**TO:** City Council  
**FROM:** Jeff Hart, Public Works Director  
**DATE:** July 19, 2022  
**SUBJECT:** Final Approval of Parcel Map No. 38090

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### Background and Analysis:

As part of the development process to subdivide a parcel(s) in accordance with the Subdivision Map Act, a tentative map is reviewed and approved by the Planning Commission and City Council. During the review process, staff reviews conditions of approval provided by all City departments and prepares final conditions to be issued with the tentative map approval. Once a tentative map is approved by City Council and conditions have been satisfied, final approval by City Council is required to complete the subdivision process.

On December 7, 2021, City Council approved Tentative Parcel Map No. 38090, subject to the completion of the conditions of approval. Tentative Parcel Map No. 38090 is a finance and conveyance map for the subdivision of 223 acres into seven (7) parcels, one (1) remainder parcel, and two (2) lettered lots consisting of Phase 4B of Tentative Tract Map 31462 within the Oak Valley and SCPGA Golf Course Specific Plan. The proposed finance and conveyance map does not allow development of the parcels but does provide larger lots to be sold or transferred.

Per Beaumont Municipal Code 16.36.080, The City Engineer has certified that:

- (A) He has examined the map.
- (B) The land division as shown is substantially the same as it appeared on the tentative map and any approved alterations thereof.
- (C) All provisions of the Subdivision Map Act and all City ordinances applicable at the time of approval of the tentative map have been complied with.
- (D) He is satisfied that the map is technically correct.
- (E) In the City Engineers/Surveyors certificate, the date of approval of the tentative map and the date of expiration is stated.

Subsequently, staff recommends the parcel map be approved pursuant to Section 16.36.090 of the Beaumont Municipal Code. However, if the City Council determines that the division of land does not conform to all the requirements of the Subdivision Map Act, amended Development Agreement and, Beaumont Municipal Code applicable of the tentative map and any rulings made thereunder may disapprove the map; provided, however, the division of land shall not be disapproved due to technical or inadvertent errors which can easily be corrected and, in the opinion of the City Engineer, do not materially affect the validity of the map.

There are no public improvements required as part of the development of this division of land. There are several survey monuments required to be set as part of this division of land. The Subdivision Map Act requires that that at least one exterior boundary line of the land being subdivided be adequately monumented or referenced before the map is recorded. The land divider has certified that at least one exterior boundary line is monumented prior to the date of this report. Furthermore, the Subdivision Map Act and Beaumont Municipal Code 16.36.100 states that interior monuments need not be set at the time the map is recorded, if the engineer or surveyor certifies on the map that the monuments will be set on or before a specified later date, and if the land divider furnishes security guaranteeing the payment of the cost of setting such monuments.

The principal has provided a security agreement and security in the form of a cash deposit for the survey monuments. The agreement has been reviewed by staff and found to be consistent with the Beaumont Municipal Code.

**Fiscal Impact:**

The cost to prepare this staff report is estimated at \$350.

**Recommended Action:**

Approve Parcel Map No. 38090 as it is in substantial conformance with the approved tentative map and accept security agreement for survey monuments.

**Attachments:**

- A. Parcel Map No. 38090 Package

NUMBER OF PARCELS: 7  
NUMBER OF LETTERED LOTS: 3  
REMAINDER: 1  
ACREAGE OF PARCELS: 106.02  
ACREAGE OF LETTERED LOTS: 6.64  
TOTAL ACREAGE: 112.66 GROSS ACRES

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

SHEET 1 OF 7 SHEETS

# PARCEL MAP NO. 38090

BEING A DIVISION OF A PORTION OF PARCEL 4 AND LOT "D" OF PARCEL MAP NO. 32775, RECORDED IN BOOK 237 OF PARCEL MAPS, PAGES 79 THROUGH 84, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, AND LOT 176 OF TRACT MAP NO. 31462-21, RECORDED IN BOOK 476, PAGES 24 THROUGH 30, OF MAPS RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 35 AND 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN.

PROACTIVE ENGINEERING CONSULTANTS

JULY, 2021

### RECORDER'S STATEMENT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022  
AT \_\_\_\_\_ M, IN BOOK \_\_\_\_\_ OF PARCEL MAPS,  
AT PAGES \_\_\_\_\_, AT THE REQUEST OF THE CITY CLERK  
OF THE CITY OF BEAUMONT.

NO. \_\_\_\_\_  
FEE \_\_\_\_\_

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY: \_\_\_\_\_, DEPUTY

SUBDIVISION GUARANTEE : FIDELITY NATIONAL TITLE COMPANY

### OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: LOT "A" (TUKWET CANYON PARKWAY), LOT "B" (SORENSTAM DRIVE), AND LOT "C" (FALDO STREET), FOR STREET AND PUBLIC UTILITY PURPOSES;

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT PUBLIC PURPOSES: TO THE CITY OF BEAUMONT, A STREET AND PUBLIC UTILITY EASEMENT AS SHOWN HEREON FOR CONSTRUCTION AND MAINTENANCE OF STREET, STORM DRAIN, AND SEWER FACILITIES;

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: TO BEAUMONT CHERRY VALLEY WATER DISTRICT, A WATER FACILITIES EASEMENT AS SHOWN HEREON FOR CONSTRUCTION AND MAINTENANCE OF WATER FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: TO THE CITY OF BEAUMONT, A 20' WIDE SEWER EASEMENT ON PARCEL 3 AS SHOWN HEREON FOR CONSTRUCTION AND MAINTENANCE OF SEWER FACILITIES;

WE HEREBY RETAIN AN EASEMENT FOR GOLF CART TUNNEL PURPOSES, THE GOLF CART TUNNEL EASEMENT AS SHOWN HEREON, IN FAVOR OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOTS OWNERS WITHIN THIS PARCEL MAP;

WE HEREBY RETAIN SLOPE AND LANDSCAPE EASEMENTS AS SHOWN HEREON FOR THE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOTS OWNERS WITHIN THIS PARCEL MAP;

WE ALSO HEREBY RETAIN PARCEL 7 FOR PARK PURPOSES FOR THE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOTS OWNERS WITHIN THIS TRACT MAP;

MERITAGE HOMES OF CALIFORNIA, A CALIFORNIA CORPORATION.

AARON TARALICO DATE: \_\_\_\_\_  
DIRECTOR OF FORWARD PLANNING

### NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

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

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FORGOING PARAGRAPH IS IS TRUE AND CORRECT.

WITNESS MY HAND  
SIGNATURE \_\_\_\_\_  
PRINT NAME \_\_\_\_\_  
MY COMMISSION NUMBER \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_  
MY PRINCIPAL PLACE OF BUSINESS IS \_\_\_\_\_ COUNTY.

### TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ \_\_\_\_\_ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

CASH OR SURETY BOND

MATTHEW JENNINGS  
COUNTY TAX COLLECTOR

BY: \_\_\_\_\_, DEPUTY

DATED: \_\_\_\_\_, 2022.

### TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ \_\_\_\_\_

DATED: \_\_\_\_\_, 2022.

MATTHEW JENNINGS, COUNTY TAX COLLECTOR

BY: \_\_\_\_\_, DEPUTY

### NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

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

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FORGOING PARAGRAPH IS IS TRUE AND CORRECT.

WITNESS MY HAND  
SIGNATURE \_\_\_\_\_  
PRINT NAME \_\_\_\_\_  
MY COMMISSION NUMBER \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_  
MY PRINCIPAL PLACE OF BUSINESS IS \_\_\_\_\_ COUNTY.

### SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

1. REDLANDS AND YUCAIPA WATER COMPANY, HOLDER OF EASEMENTS FOR WATER RIGHTS, AS DISCLOSED BY DOCUMENT RECORDED MARCH 12, 1913, IN BOOK 373, PAGE 56, OF DEEDS, RECORDS OF RIVERSIDE COUNTY.
2. THE COUNTY OF RIVERSIDE OWNER OF AN EASEMENT FOR PUBLIC ROAD AND DRAINAGE, INCLUDING PUBLIC UTILITY AND PUBLIC SERVICES, DESCRIBED IN DOCUMENT RECORDED JUNE 02, 1999, AS INSTRUMENT No. 241545, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.
3. SOUTHERN CALIFORNIA EDISON COMPANY--OWNER OF AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS, DISCLOSED BY DOCUMENT RECORDED FEBRUARY 10, 2021, AS INSTRUMENT # 2021-0089645 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

### BEAUMONT CHERRY VALLEY WATER DISTRICT ACCEPTANCE STATEMENT

THIS IS TO CERTIFY THAT THE INTEREST IN THE WATER FACILITIES EASEMENT CONVEYED WITH THE OWNERS STATEMENT HEREON, FROM MERITAGE HOMES OF CALIFORNIA, A CALIFORNIA CORPORATION, TO BEAUMONT CHERRY VALLEY WATER DISTRICT, A POLITICAL CORPORATION OR GOVERNMENTAL AGENCY, IS HEREBY ACCEPTED AND CONSENTS TO ITS RECORDATION.

DATED: \_\_\_\_\_, 2022 BY: \_\_\_\_\_  
BEAUMONT CHERRY VALLEY WATER DIST.  
ITS: \_\_\_\_\_

### ABANDONMENT OF PUBLIC STREET AND PUBLIC EASEMENTS

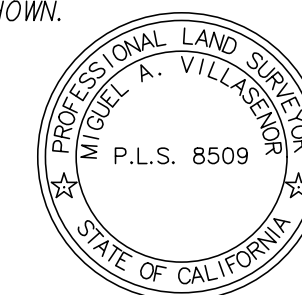
PURSUANT TO SECTION 66434(G) AND 66494.20.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

THOSE PORTIONS OF PARCEL 1 OF A 104' WIDE DECLARATION OF DEDICATION PER INSTRUMENT NO. 241545 O.R., RECORDED JUNE 2, 1999, WHICH LIE WITHIN PARCEL 1 OF THIS MAP, AND NOT SHOWN HEREON.

### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MERITAGE HOMES OF CALIFORNIA, A CALIFORNIA CORPORATION, ON AUGUST, 2021. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

MIGUEL A. VILLASENOR, PROFESSIONAL LAND SURVEYOR  
P.L.S. 8509



### CITY ENGINEER'S STATEMENT

I, JEFF HART, HEREBY STATE THAT I HAVE EXAMINED PARCEL MAP NO. 38090, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, ALL APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY OF BEAUMONT ORDINANCE 547 HAVE BEEN COMPLIED WITH. THE CITY OF BEAUMONT CITY COUNCIL APPROVED TENTATIVE PARCEL MAP NO. 38090 AT ITS MEETING OF DECEMBER 7, 2021 THE EXPIRATION DATE BEING NOVEMBER 18, 2028.

DATED: \_\_\_\_\_, 2022.

JEFF HART, CITY ENGINEER  
R.C.E. 70910

I HEREBY STATE THAT I HAVE EXAMINED THE MAP, AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATED: \_\_\_\_\_, 2022.

JAY S. FAHRION, PROFESSIONAL LAND SURVEYOR  
P.L.S. 8207

### BEAUMONT CITY COUNCIL CERTIFICATE

I HEREBY CERTIFY THAT THIS MAP WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, AND THAT THE OFFERS OF DEDICATIONS DEPICTED HEREON WERE NOT ACCEPTED. THE CITY COUNCIL MAY HOWEVER, BY RESOLUTION AT ANY LATER DATE, AND WITHOUT FURTHER ACTION BY THE SUBDIVIDER, RESCIND ITS ACTION AND ACCEPT THE FOLLOWING DEDICATIONS AND IMPROVEMENTS FOR PUBLIC USE, WHICH ACCEPTANCE SHALL BE RECORDED IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER;

LOT "A" (TUKWET CANYON PARKWAY), LOT "B" (SORENSTAM DRIVE), AND LOT "C" (FALDO STREET), FOR STREET AND PUBLIC UTILITY PURPOSES;

THE STREET AND PUBLIC UTILITY EASEMENT AS SHOWN HEREON FOR CONSTRUCTION AND MAINTENANCE OF STREET, STORM DRAIN, AND SEWER FACILITIES;

THE 20' WIDE SEWER EASEMENT ON PARCEL 3 AS SHOWN HEREON FOR CONSTRUCTION AND MAINTENANCE OF SEWER FACILITIES;

AND PURSUANT TO SECTION 66434(G) AND 66494.20.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE PORTION AS NOTED HEREON.

DATED: \_\_\_\_\_, 2022

CITY CLERK, CITY OF BEAUMONT  
RIVERSIDE COUNTY, CALIFORNIA

**SURVEYOR'S NOTES**

- ( ) INDICATES RECORD AND MEASURED DATA PER TRACT MAP 31462-21, M.B. 476/24-30.
- [ ] INDICATES RECORD AND MEASURED DATA PER PARCEL MAP 32775, P.M. 237/79-84.
- INDICATES FOUND 1" I.P. W/TAG "L.S. 8509", FLUSH, PER CERTIFICATE OF CORRECTION, RECORDED 9/20/2019, AS INST. NO. 2019-0351577, O.R. AND TRACT MAP NO. 31462-21, M.B. 476/24-30. UNLESS OTHERWISE NOTED.
- INDICATES FOUND 1" I.P. W/PLASTIC PLUG STAMPED "L.S. 5346", FLUSH, PER R.S. 109/7-13 AND TRACT MAP NO. 31462-21, M.B. 476/25-30. UNLESS OTHERWISE NOTED.
- ▲ INDICATES FOUND 1" I.P. W/PLASTIC PLUG STAMPED "L.S. 8509", FLUSH, PER TRACT MAP NO. 31462-21, M.B. 476/25-30.
- INDICATES SET 1" I.D. X 18" I.P. AND TAG "LS 8509", FLUSH. (RIV. CO. STD. A MON.)
- (R) INDICATES RADIAL BEARING.

1. SET 1" I.P. AND TAG, "LS 8509", FLUSH, AT MAP BOUNDARY CORNERS AND ALL PARCEL CORNERS.
2. ALL MONUMENTS ARE SET AND TAGGED PER RIV. CO. ORDINANCE NO 461.
3. ALL MONUMENTS SHOWN "SET" ARE IN ACCORDANCE WITH THE MONUMENT AGREEMENT FOR THE MAP.
4. PARCEL MAP NO. 38090 CONTAINS 112.66 ACRES.

**EASEMENT DEDICATION NOTES**

- 1 EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR STREET AND PUBLIC UTILITY PURPOSES OFFERED FOR DEDICATION HEREON.
- 2 EASEMENT IN FAVOR OF BEAUMONT CHERRY VALLEY WATER DISTRICT FOR WATER FACILITY PURPOSES OFFERED FOR DEDICATION HEREON.
- 3 EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR CONSTRUCTION AND MAINTENANCE OF SEWER FACILITIES PURPOSES OFFERED FOR DEDICATION HEREON.
- 4 EASEMENT IN FAVOR OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, FOR GOLF CART TUNNEL PURPOSES RETAINED HEREON.
- 5 EASEMENT IN FAVOR OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, FOR SLOPE AND LANDSCAPE MAINTENANCE PURPOSES RETAINED HEREON.

**BASIS OF BEARINGS**

THE BASIS OF COORDINATES FOR THE MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "RABBIT" AND "REST", AS SHOWN HEREON. ALL DISTANCES SHOWN ON THIS MAP ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.999904925. THE GEOGRAPHIC COORDINATES SHOWN HEREON ARE ESTABLISHED BY USING G.P.S. IN A STATIC MODE FOR RELATIVE POSITIONING.

**1) CONTROL STATION "RABBIT"**

NATIONAL GEODETIC SURVEY, CALIFORNIA DIVISION OF HIGHWAYS DISK SET IN TOP OF CONCRETE STAMPED "RABBIT", HORIZONTAL ORDER = SECOND, HORIZONTAL DATUM IS NAD 83, LATITUDE 33°56'02.27171"N (GRID 2284367.502, GROUND 2284584.7073) AND LONGITUDE 117°02'03.12956"W (GRID 6323791.935, GROUND 6324393.2146)

**2) CONTROL STATION "REST"**

NATIONAL GEODETIC SURVEY, CALIFORNIA DIVISION OF HIGHWAYS DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" HORIZONTAL ORDER = SECOND, VERTICAL ORDER = FIRST, CLASS II HORIZONTAL DATUM IS NAD 83, LATITUDE 33°57'26.63058"N (GRID 2292862.267, GROUND 2293080.2815) AND LONGITUDE 117°01'11.02542"W (GRID 6328245.054, GROUND 6328846.7656).

**3) MAP BASE DATUM**

- A) MEAN SCALE FACTOR IS 1.00001314
- B) MEAN ELEVATION IS 2366.920 FEET. NAVD 88
- C) MEAN SEAL LEVEL REDUCTION FACTOR 0.999891.788
- D) EPOCH 1991.35
- E) MAP COMBINATION FACTOR IS: 0.999904925.
- F) MAPPING ANGLE AT STATION "REST" IS: -00°25'22.73"

**SHEET INDEX MAP**

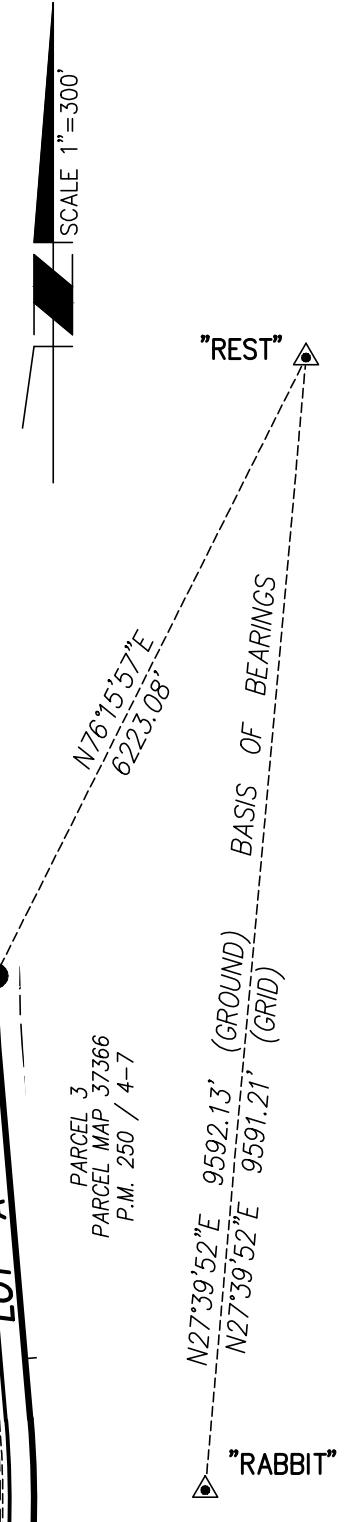
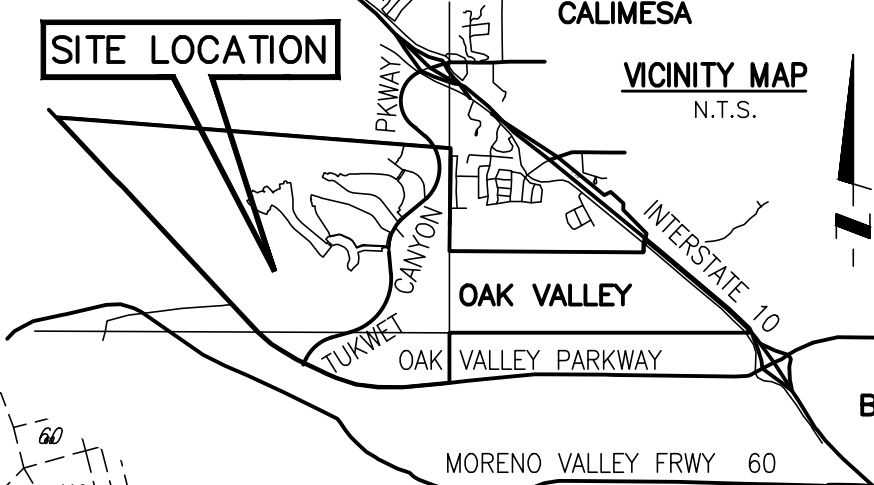
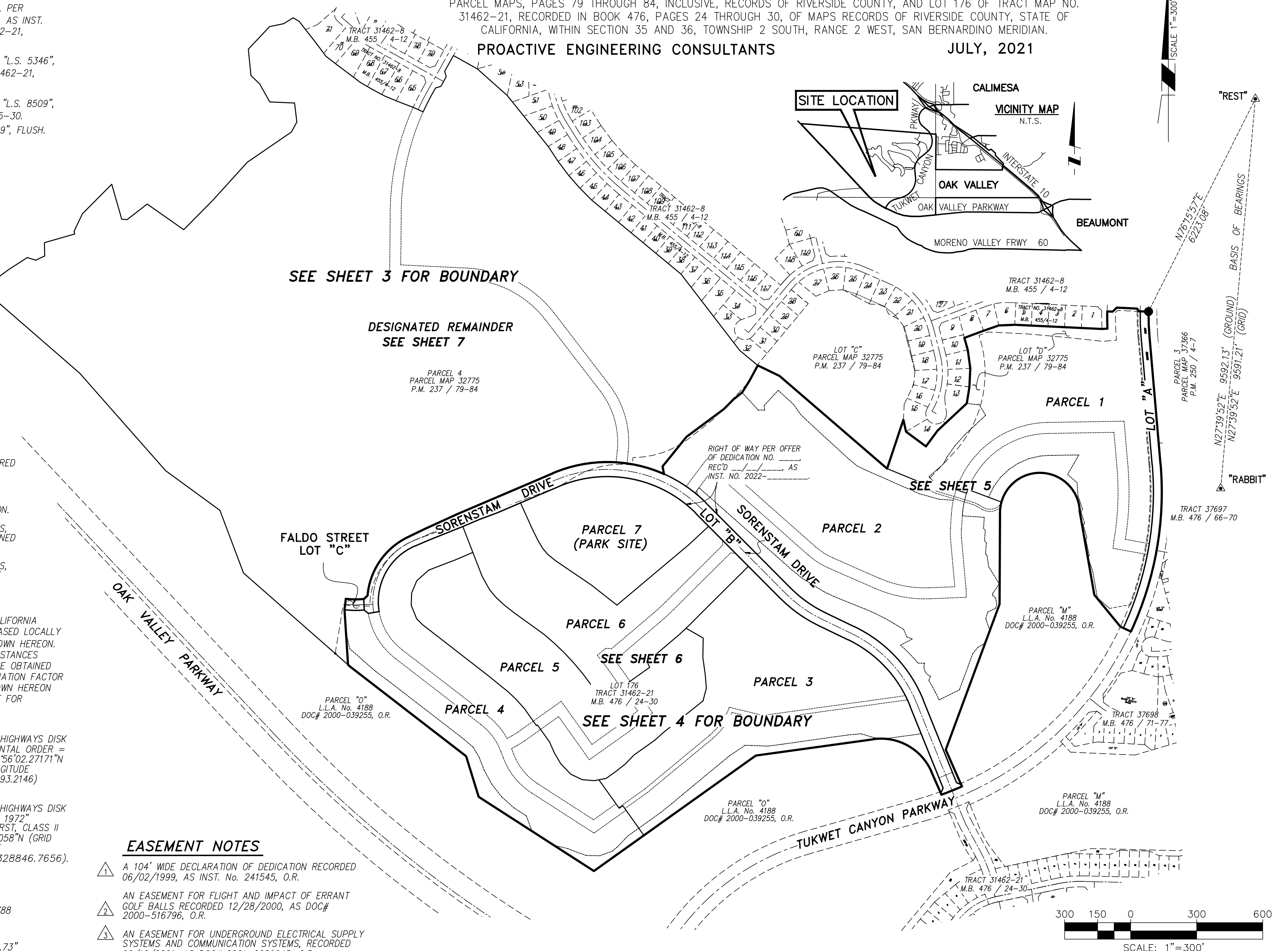
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**PARCEL MAP NO. 38090**

SHEET 2 OF 7 SHEETS

BEING A DIVISION OF A PORTION OF PARCEL 4 AND LOT "D" OF PARCEL MAP NO. 32775, RECORDED IN BOOK 237 OF PARCEL MAPS, PAGES 79 THROUGH 84, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, AND LOT 176 OF TRACT MAP NO. 31462-21, RECORDED IN BOOK 476, PAGES 24 THROUGH 30, OF MAPS RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 35 AND 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN.

PROACTIVE ENGINEERING CONSULTANTS

JULY, 2021



**EASEMENT NOTES**

- △ A 104' WIDE DECLARATION OF DEDICATION RECORDED 06/02/1999, AS INST. No. 241545, O.R.
- △ AN EASEMENT FOR FLIGHT AND IMPACT OF ERRANT GOLF BALLS RECORDED 12/28/2000, AS DOC# 2000-516796, O.R.
- △ AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS, RECORDED 02/10/2021, AS DOC# 2021-0089645, O.R.

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

SHEET 3 OF 7 SHEETS

EASEMENT DEDICATION NOTES

SEE SHEET 2

EASEMENT NOTES

SEE SHEET 2

BASIS OF BEARINGS

SEE SHEET 2

SURVEYOR'S NOTES

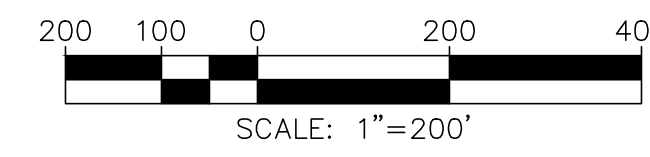
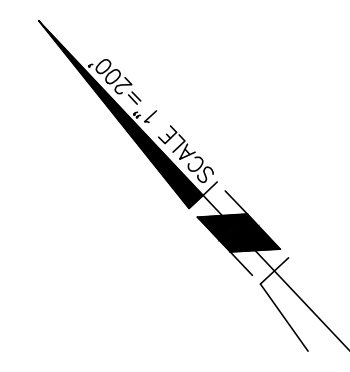
SEE SHEET 2

# PARCEL MAP NO. 38090

BEING A DIVISION OF A PORTION OF PARCEL 4 AND LOT "D" OF PARCEL MAP NO. 32775, RECORDED IN BOOK 237 OF PARCEL MAPS, PAGES 79 THROUGH 84, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, AND LOT 176 OF TRACT MAP NO. 31462-21, RECORDED IN BOOK 476, PAGES 24 THROUGH 30, OF MAPS RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 35 AND 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN.

PROACTIVE ENGINEERING CONSULTANTS

JULY, 2021



LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N65°37'47"W (R)	50.00'	L12	N58°00'11"E	50.43'	L23	N15°56'43"W	165.33'
L2	N68°59'05"W	77.35'	L13	N78°08'22"E	65.77'	L24	N44°44'55"E	189.76'
L3	N67°16'05"W	63.33'	L14	N43°19'17"E	140.87'	L25	N25°15'33"E	88.37'
L4	N61°51'45"W	63.33'	L15	N05°41'03"W	120.23'	L26	N15°50'45"W	12.17'
L5	N59°33'05"W	63.59'	L16	N46°33'26"W	54.20'	L27	N74°09'15"E	143.64'
L6	N52°56'21"W	64.81'	L17	N29°23'50"W	94.72'	L28	N01°20'13"W	160.65'
L7	N53°00'30"W	65.00'	L18	N87°26'55"W	112.30'	L29	N65°09'28"E	44.76'
L8	N52°16'15"W	65.00'	L19	N07°05'24"W	86.88'	L30	N72°54'02"W	39.90'
L9	N36°36'40"W	167.73'	L20	N28°31'48"E	51.40'	L31	N57°12'04"E	102.52'
L10	N38°00'05"W	132.26'	L21	N52°21'48"E	115.22'	L32	N53°20'19"E	145.59'
L11	N59°26'14"W	31.13'	L22	N86°28'55"W	24.47'			

BOUNDARY

SEE SHEET 4

SEE SHEET 5

PARCEL 2

LOT "B"

PARCEL 3

PARCEL 7  
(PARK SITE)

SEE SHEET 6

PARCEL 6

PARCEL 5

PARCEL 4

FALDO STREET

RIGHT OF WAY PER OFFER OF DEDICATION NO. \_\_\_\_\_ REC'D \_\_\_\_\_ AS INST. NO. 2022-\_\_\_\_\_

RIGHT OF WAY PER OFFER OF DEDICATION NO. \_\_\_\_\_ REC'D \_\_\_\_\_ AS INST. NO. 2022-\_\_\_\_\_

RIGHT OF WAY PER OFFER OF DEDICATION NO. \_\_\_\_\_ REC'D \_\_\_\_\_ AS INST. NO. 2022-\_\_\_\_\_

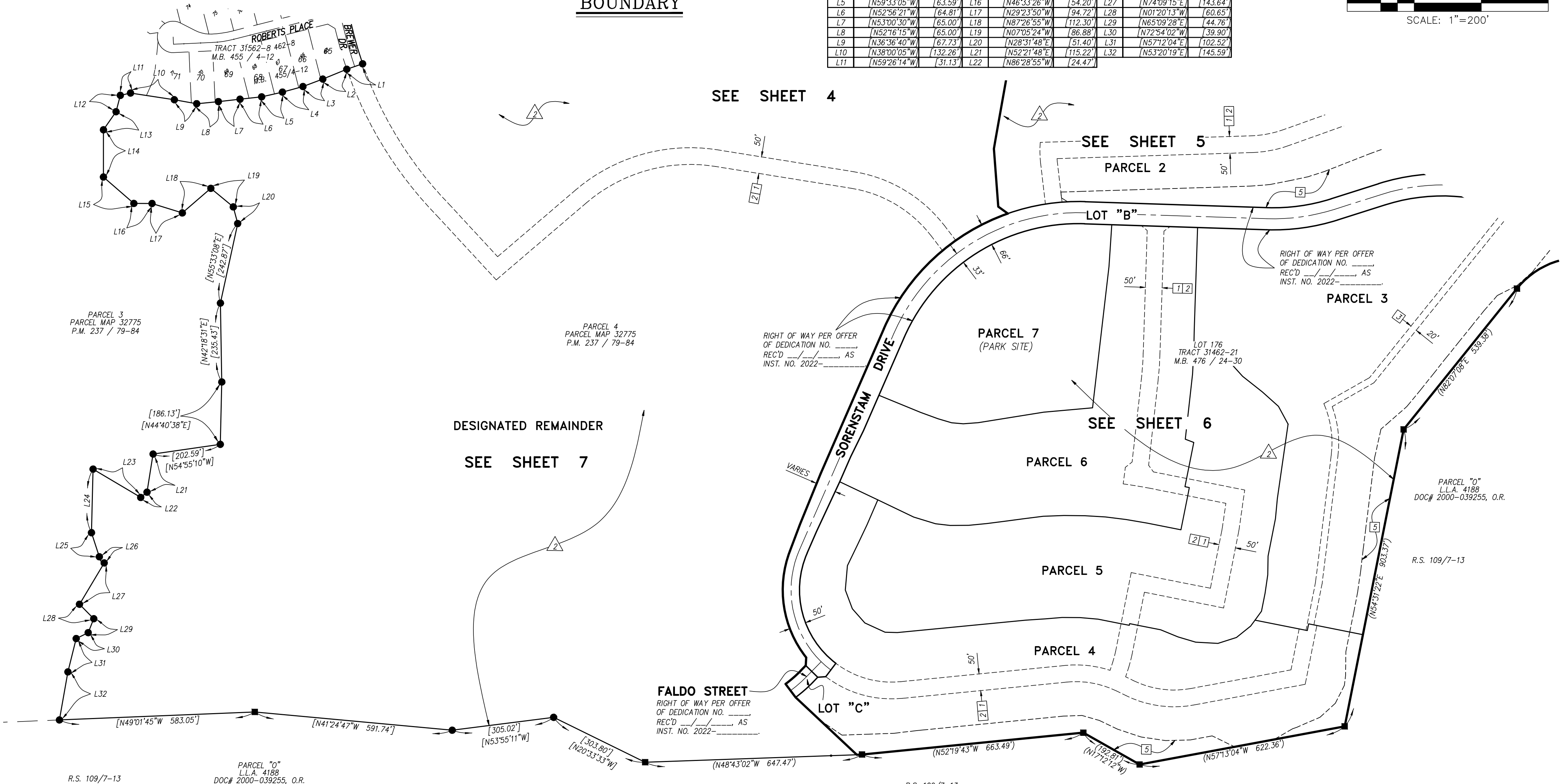
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L.L.A. 4188  
DOC# 2000-039255, O.R.

R.S. 109/7-13

PARCEL "O"  
L.L.A. 4188  
DOC# 2000-039255, O.R.

R.S. 109/7-13

R.S. 109/7-13



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

SHEET 4 OF 7 SHEETS

**EASEMENT DEDICATION NOTES**

SEE SHEET 2

**EASEMENT NOTES**

SEE SHEET 2

**BASIS OF BEARINGS**

SEE SHEET 2

**SURVEYOR'S NOTES**

SEE SHEET 2

# PARCEL MAP NO. 38090

BEING A DIVISION OF A PORTION OF PARCEL 4 AND LOT "D" OF PARCEL MAP NO. 32775, RECORDED IN BOOK 237 OF PARCEL MAPS, PAGES 79 THROUGH 84, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, AND LOT 176 OF TRACT MAP NO. 31462-21, RECORDED IN BOOK 476, PAGES 24 THROUGH 30, OF MAPS RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 35 AND 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN.

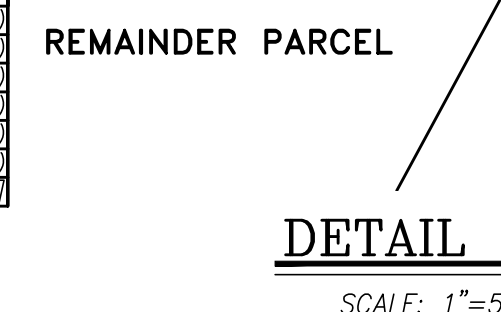
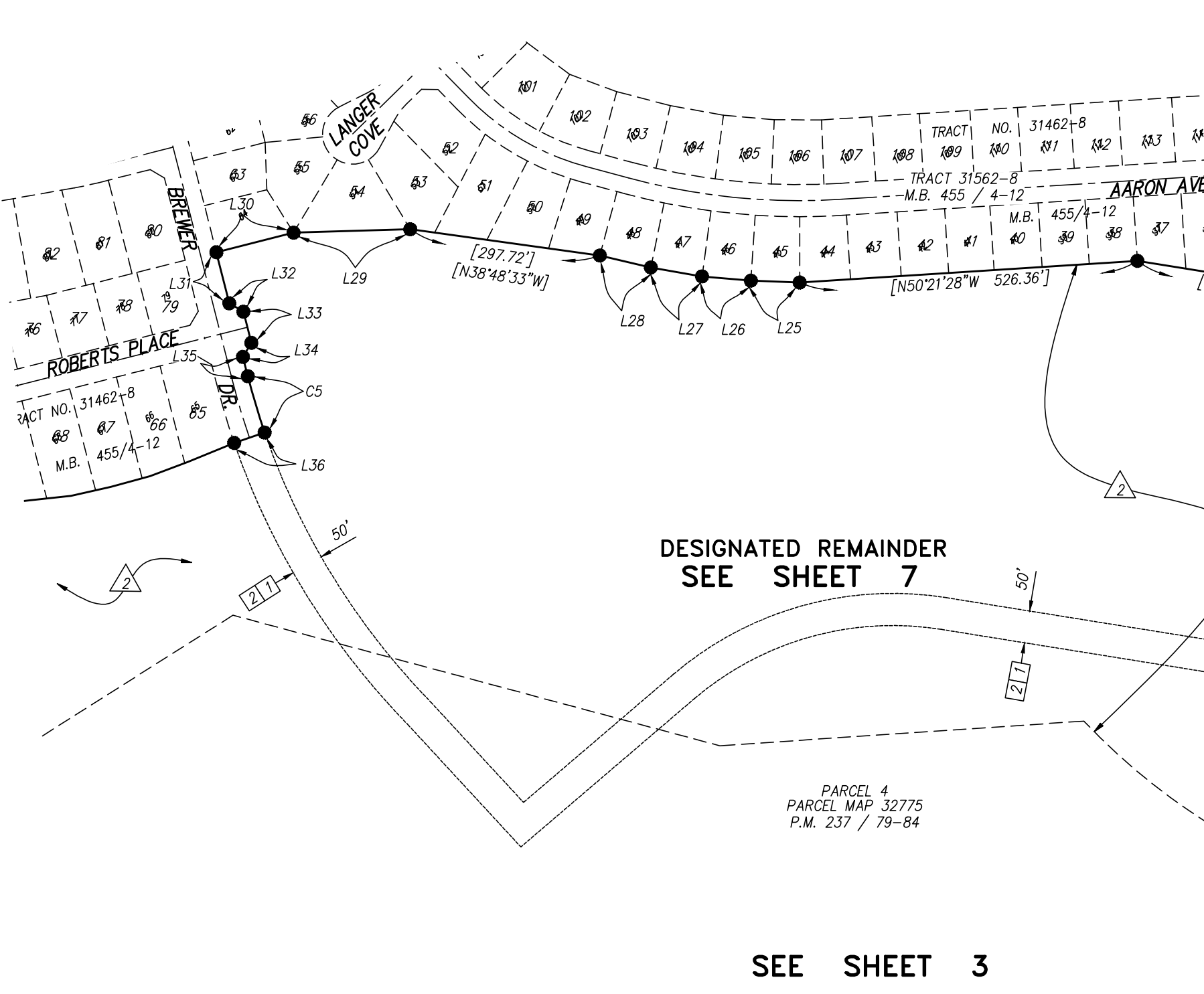
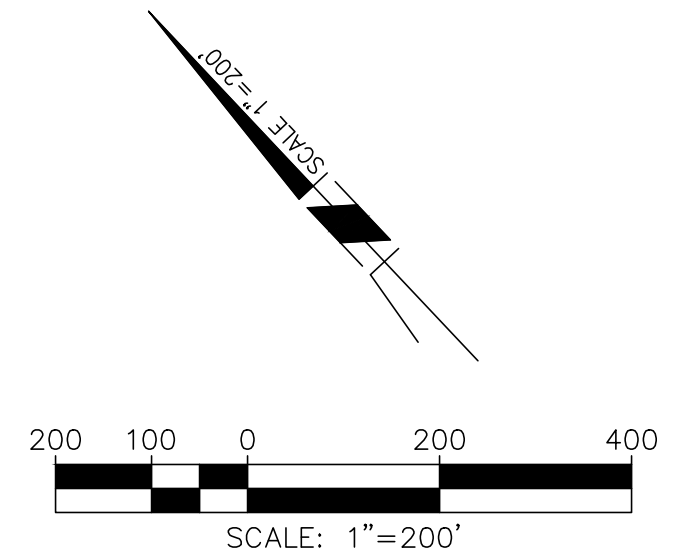
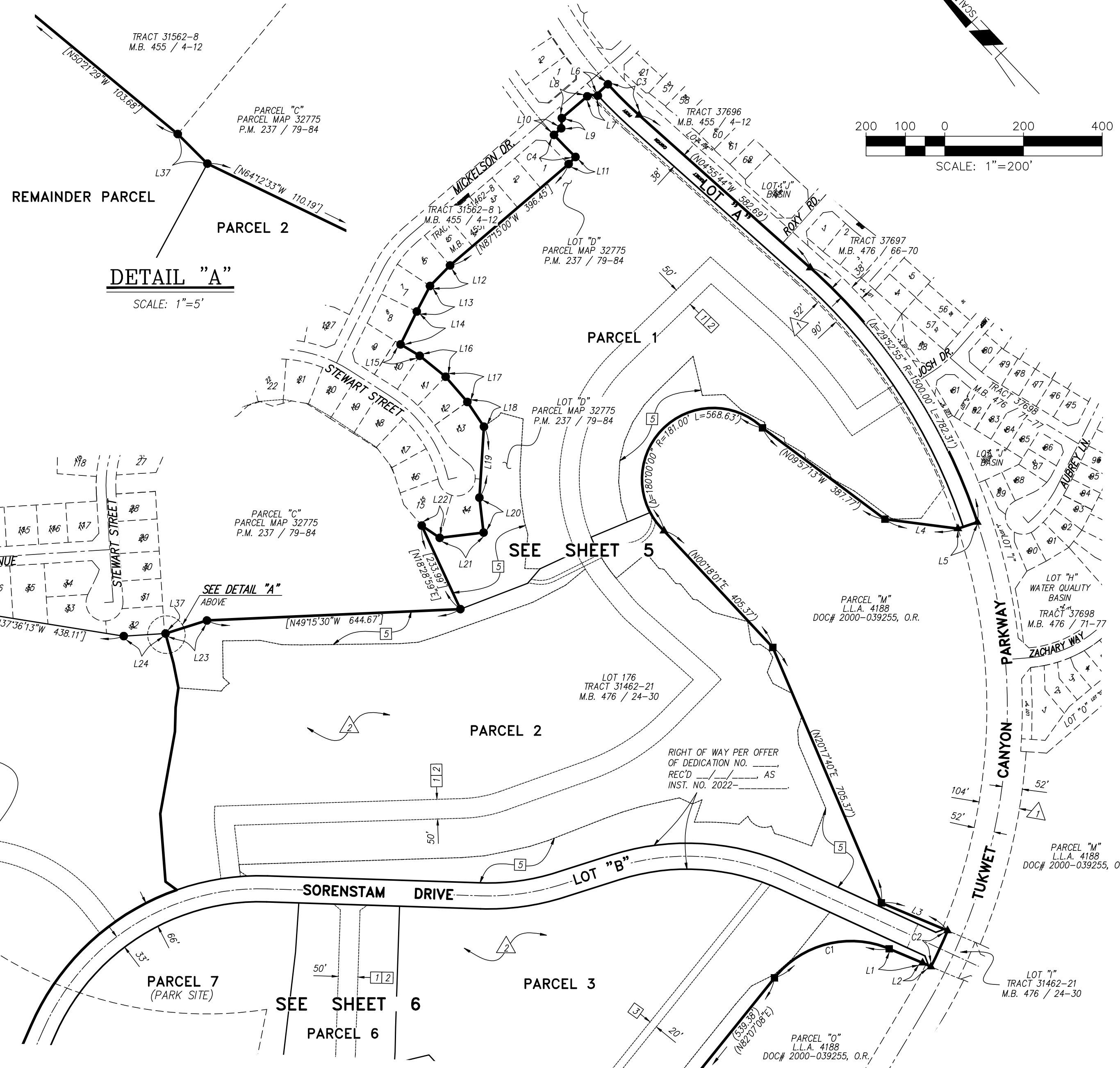
PROACTIVE ENGINEERING CONSULTANTS

JULY, 2021

## BOUNDARY

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	[N23°55'21"W]	[101.25']	L11	[N87°17'13"E (R)]	[25.00']	L21	[N53°30'56"W]	[112.25']	L31	[N29°04'22"E]	[82.00']
L2	[N20°05'22"W]	[14.00']	L12	[N87°41'50"E]	[72.95']	L22	[N12°26'26"W]	[55.32']	L32	[N15°55'38"W]	[25.46']
L3	[N23°55'24"W (R)]	[182.40']	L13	[N70°37'13"E]	[73.06']	L23	[N64°12'33"W]	[110.19']	L33	[N29°04'22"E]	[50.00']
L4	[N39°19'49"W]	[187.15']	L14	[N69°34'59"E]	[93.28']	L24	[N50°21'29"W]	[103.68']	L34	[N74°04'22"E]	[25.46']
L5	[N65°02'49"W (R)]	[52.00']	L15	[N15°59'10"W]	[56.59']	L25	[N44°31'05"W]	[75.97']	L35	[N29°04'22"E]	[31.00']
L6	[N89°06'56"W (R)]	[42.33']	L16	[N07°46'56"W]	[84.66']	L26	[N41°45'31"W]	[76.32']	L36	[N65°37'47"W (R)]	[50.00']
L7	[N37°55'40"W]	[16.07']	L17	[N02°38'07"E]	[84.66']	L27	[N36°44'59"W]	[80.78']	L37	[N45°00'56"W]	[2.66']
L8	[N87°15'00"W]	[92.06']	L18	[N09°23'56"E]	[75.54']	L28	[N33°27'59"W]	[81.46']			
L9	[N46°45'37"E]	[25.89']	L19	[N46°58'35"E]	[180.78']	L29	[N48°22'31"W]	[181.62']			
L10	[N89°13'45"W (R)]	[25.00']	L20	[N36°29'04"E]	[89.44']	L30	[N60°55'38"W]	[123.86']			

NO.	DELTA	RADIUS	LENGTH
C1	[Δ=73°57'31"]	[250.00']	[322.71']
C2	[Δ=03°57'32"]	[1462.00']	[101.02']
C3	[Δ=05°48'48"]	[1100.00']	[111.61']
C4	[Δ=03°29'02"]	[1288.00']	[78.32']
C5	[Δ=04°42'09"]	[1115.00']	[91.51']



# PARCEL MAP NO. 38090

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

SHEET 5 OF 7 SHEETS

BEING A DIVISION OF A PORTION OF PARCEL 4 AND LOT "D" OF PARCEL MAP NO. 32775, RECORDED IN BOOK 237 OF PARCEL MAPS, PAGES 79 THROUGH 84, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, AND LOT 176 OF TRACT MAP NO. 31462-21, RECORDED IN BOOK 476, PAGES 24 THROUGH 30, OF MAPS RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 35 AND 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN.

PROACTIVE ENGINEERING CONSULTANTS

JULY, 2021

## EASEMENT DEDICATION NOTES

SEE SHEET 2

## EASEMENT NOTES

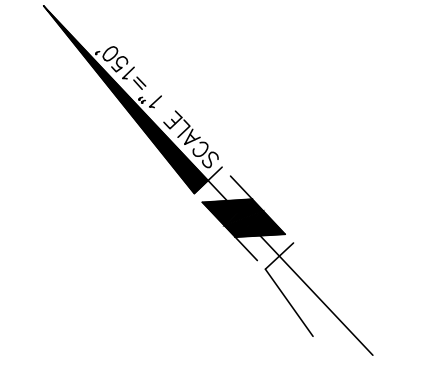
SEE SHEET 2

## BASIS OF BEARINGS

SEE SHEET 2

## SURVEYOR'S NOTES

SEE SHEET 2



SCALE: 1"=150'

ARC TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	Δ=03°29'02"	1288.00'	78.32'
C2	Δ=05°48'48"	1100.00'	111.61'
C3	Δ=03°57'32"	1462.00'	101.02'
C4	Δ=26°03'09"	63.00'	28.65'
C5	Δ=19°27'28"	567.00'	192.55'
C6	Δ=21°13'57"	633.00'	234.58'
C7	Δ=04°42'09"	633.00'	51.95'
C8	Δ=01°32'51"	633.00'	17.10'
C9	Δ=04°31'36"	633.00'	50.01'
C10	Δ=10°27'21"	633.00'	115.52'
C11	Δ=11°03'42"	325.00'	62.75'
C12	Δ=17°52'44"	310.00'	96.73'
C13	Δ=25°56'55"	515.00'	233.24'
C14	Δ=08°58'51"	325.00'	50.94'
C15	Δ=06°04'35"	329.03'	34.89'
C16	Δ=08°58'51"	275.00'	43.10'
C17	Δ=07°10'18"	330.00'	41.31'
C18	Δ=25°56'55"	565.00'	255.88'
C19	Δ=17°52'44"	360.00'	112.34'
C20	Δ=01°45'17"	275.00'	8.42'

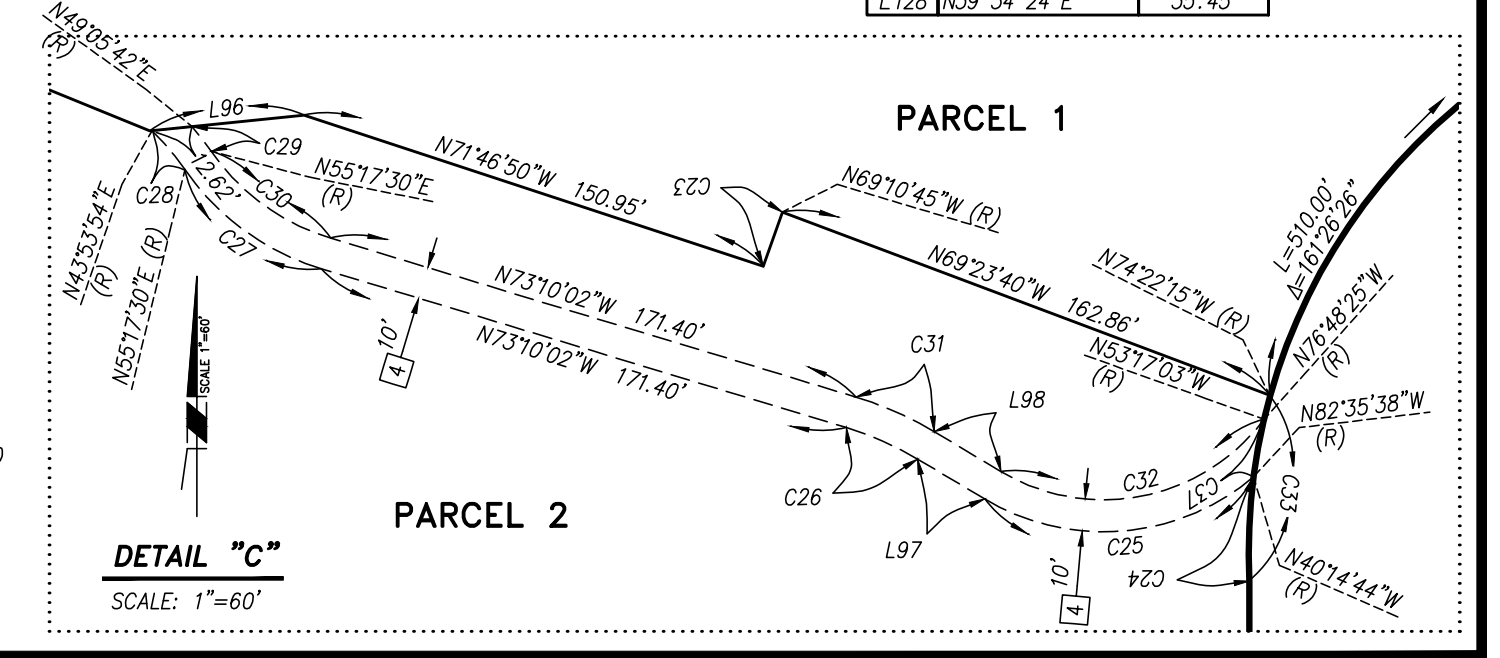
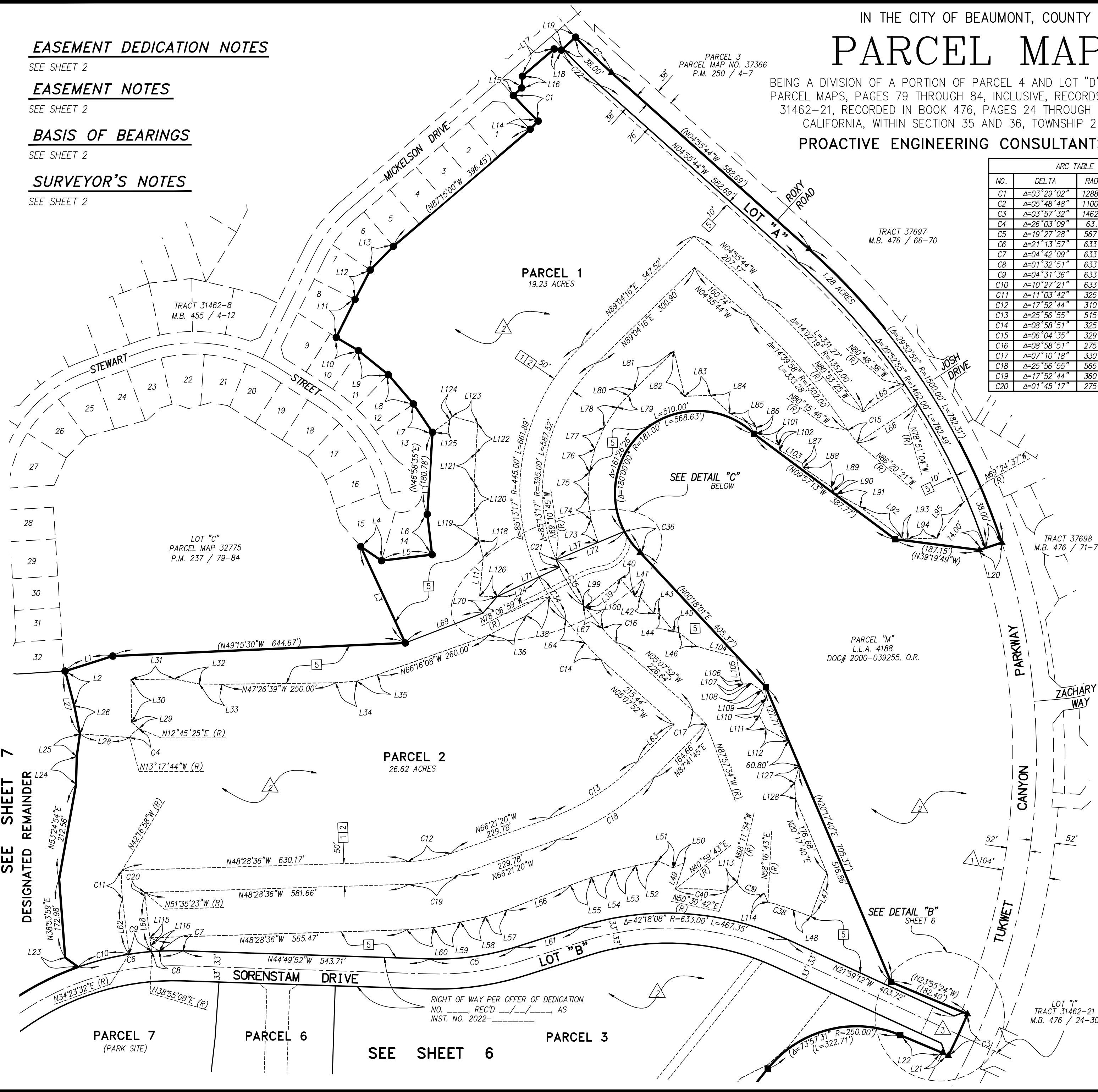
ARC TABLE			
NO.	DELTA	RADIUS	LENGTH
C20	Δ=01°45'17"	275.00'	8.42'
C21	Δ=02°36'05"	395.00'	17.93'
C22	Δ=05°48'48"	1138.00'	115.46'
C23	Δ=02°36'05"	395.00'	17.93'
C24	Δ=10°20'35"	181.00'	32.67'
C25	Δ=71°03'54"	72.54'	89.97'
C26	Δ=13°59'12"	100.00'	24.41'
C27	Δ=38°27'32"	80.00'	53.70'
C28	Δ=11°23'36"	80.00'	15.91'
C29	Δ=06°11'48"	90.00'	9.73'
C30	Δ=38°27'32"	70.00'	46.99'

ARC TABLE			
NO.	DELTA	RADIUS	LENGTH
C31	Δ=13°59'12"	110.00'	26.85'
C32	Δ=84°06'13"	62.54'	91.80'
C33	Δ=18°33'58"	181.24'	58.73'
C34	Δ=14°22'11"	445.00'	111.61'
C35	Δ=16°58'16"	395.00'	117.00'
C36	Δ=18°33'34"	181.00'	58.63'
C37	Δ=05°47'13"	181.00'	18.28'
C38	Δ=04°42'47"	712.71'	58.63'
C39	Δ=91°42'48"	45.00'	72.03'
C40	Δ=09°30'59"	687.40'	114.17'

LINE TABLE		
NO.	BEARING	LENGTH
L1	(N64°12'33"W)	(110.19')
L2	(N28°25'00"E)	78.66'
L3	(N18°28'59"E)	(233.99')
L4	(N12°26'26"W)	(55.32')
L5	(N53°30'56"W)	(112.25')
L6	(N36°29'04"E)	(89.44')
L7	(N09°23'56"E)	(75.54')
L8	(N02°38'07"E)	(84.66')
L9	(N07°46'56"W)	(84.66')
L10	(N15°59'10"W)	(56.59')
L11	(N69°34'59"E)	(93.28')
L12	(N70°37'13"E)	(73.06')
L13	(N87°41'50"E)	(72.95')
L14	(N87°17'13"E)(R)	(25.00')
L15	(N89°13'45"W)(R)	(25.00')
L16	(N46°45'37"E)	(25.89')
L17	(N87°15'00"W)	(92.06')
L18	(N37°55'40"W)	(16.07')
L19	(N89°06'56"W)	(42.33')
L20	(N65°02'49"W)(R)	52.00'
L21	(N20°05'22"W)	14.00'
L22	(N23°55'21"W)	101.25'
L23	(N10°36'58"W)	35.44'
L24	(N44°38'49"E)	61.28'
L25	(N51°21'20"E)	50.01'
L26	(N32°07'09"E)	63.34'
L27	(N30°04'05"E)	141.92'
L28	(N42°26'39"W)	109.65'
L29	(N04°40'45"W)	21.67'
L30	(N42°33'21"E)	93.60'
L31	(N47°26'39"W)	94.93'
L32	(N35°27'05"W)	56.30'
L33	(N45°58'15"W)	50.02'
L34	(N50°58'05"W)	47.07'
L35	(N64°00'50"W)	47.62'
L36	(N74°09'39"W)	47.92'
L37	(N69°23'40"W)	99.97'
L38	(N86°09'01"W)	65.18'
L39	(N86°09'01"W)	100.00'
L40	(N03°50'59"E)	50.00'
L41	(N38°28'08"W)	12.48'
L42	(N03°50'59"E)	46.97'

LINE TABLE	
NO.	LENGTH
L43	11.99'
L44	50.62'
L45	11.06'
L46	50.10'
L47	102.41'
L48	40.74'
L49	60.48'
L50	26.78'
L51	36.38'
L52	50.44'
L53	50.33'
L54	50.06'
L55	50.00'
L56	150.06'
L57	50.03'
L58	56.07'
L59	60.55'
L60	58.87'
L61	148.84'
L62	122.53'
L63	114.72'
L64	66.07'
L65	110.02'
L66	157.71'
L67	66.07'
L68	122.53'
L69	183.03'
L70	48.51'
L71	150.95'
L72	162.82'
L73	52.69'
L74	52.29'
L75	52.29'
L76	52.29'
L77	52.29'
L78	52.45'
L79	36.22'
L80	16.76'
L81	123.07'
L82	102.50'
L83	56.83'
L84	58.40'

LINE TABLE		
NO.	BEARING	LENGTH
L85	(N18°47'38"W)	66.09'
L86	(N39°19'13"E)	12.52'
L87	(N35°32'30"E)	9.17'
L88	(N12°24'25"W)	75.84'
L89	(N26°38'50"E)	8.85'
L90	(N09°57'13"W)	11.50'
L91	(N18°08'51"W)	57.41'
L92	(N09°57'13"W)	115.32'
L93	(N35°35'08"W)	13.38'
L94	(N48°42'22"W)	64.14'
L95	(N80°02'47"E)	97.73'
L96	(N84°08'44"E)	48.51'
L97	(N59°10'50"W)	24.35'
L98	(N59°10'50"W)	24.35'
L99	(N03°50'59"E)	6.05'
L100	(N03°50'59"E)	60.02'
L101	(N17°53'44"W)	55.84'
L102	(N34°25'28"E)	11.05'
L103	(N16°20'01"W)	58.39'
L104	(N31°30'11"W)	91.37'
L105	(N34°14'27"E)	52.21'
L106	(N02°36'37"E)	9.67'
L107	(N50°16'38"W)	17.38'
L108	(N11°58'14"W)	27.15'
L109	(N14°31'49"E)	20.68'
L110	(N64°05'34"E)	40.09'
L111	(N16°20'04"E)	32.12'
L112	(N19°08'47"W)	55.87'
L113	(N89°08'38"W)	30.08'
L114	(N20°05'18"E)(R)	20.98'
L115	(N36°39'20"E)	17.53'
L116	(N14°02'56"W)	22.06'
L117	(N48°32'07"E)	86.53'
L118	(N28°22'35"E)	36.55'
L119	(N35°08'52"E)	64.48'
L120	(N41°55'08"E)	64.48'
L121	(N46°50'37"E)	64.65'
L122	(N46°50'53"E)	66.07'
L123	(N31°09'05"W)	58.81'
L124	(N75°05'54"E)	9.14'
L125	(N82°38'10"W)	47.03'
L126	(N58°36'41"W)	38.93'
L127	(N58°58'39"E)	38.87'
L128	(N39°34'24"E)	35.45'



SEE SHEET 7

SEE SHEET 6

EASEMENT DEDICATION NOTES

SEE SHEET 2

EASEMENT NOTES

SEE SHEET 2

BASIS OF BEARINGS

SEE SHEET 2

SURVEYOR'S NOTES

SEE SHEET 2

ARC TABLE				ARC TABLE			
NO.	DELTA	RADIUS	LENGTH	NO.	DELTA	RADIUS	LENGTH
C1	Δ=19°27'28"	633.00	214.97	C11	Δ=23°48'59"	325.00	135.09
C2	Δ=19°27'28"	600.00	203.76	C12	Δ=06°57'54"	275.00	33.43
C3	Δ=04°30'47"	1025.00	80.74	C13	Δ=03°01'36"	275.00	14.53
C4	Δ=03°01'36"	325.00	17.17	C14	Δ=03°55'40"	1175.00	80.55
C5	Δ=06°57'54"	325.00	39.51	C15	Δ=04°30'47"	975.00	76.80
C6	Δ=36°35'46"	275.00	175.65	C16	Δ=27°13'04"	316.00	150.11
C7	Δ=36°35'46"	325.00	207.58	C17	Δ=30°28'57"	296.00	157.48
C8	Δ=31°42'25"	275.00	152.18	C18	Δ=19°27'28"	567.00	192.55
C9	Δ=42°52'29"	325.00	243.20	C19	Δ=02°07'33"	567.00	21.04
C10	Δ=42°52'29"	275.00	205.78	C20	Δ=03°57'32"	1462.00	101.02

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

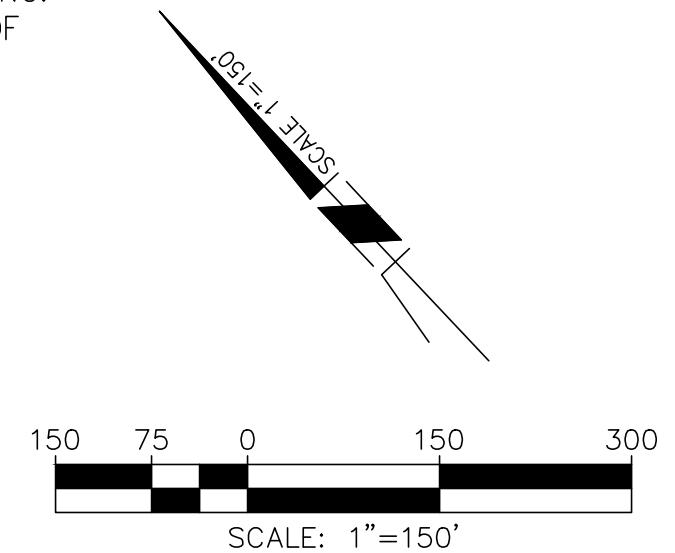
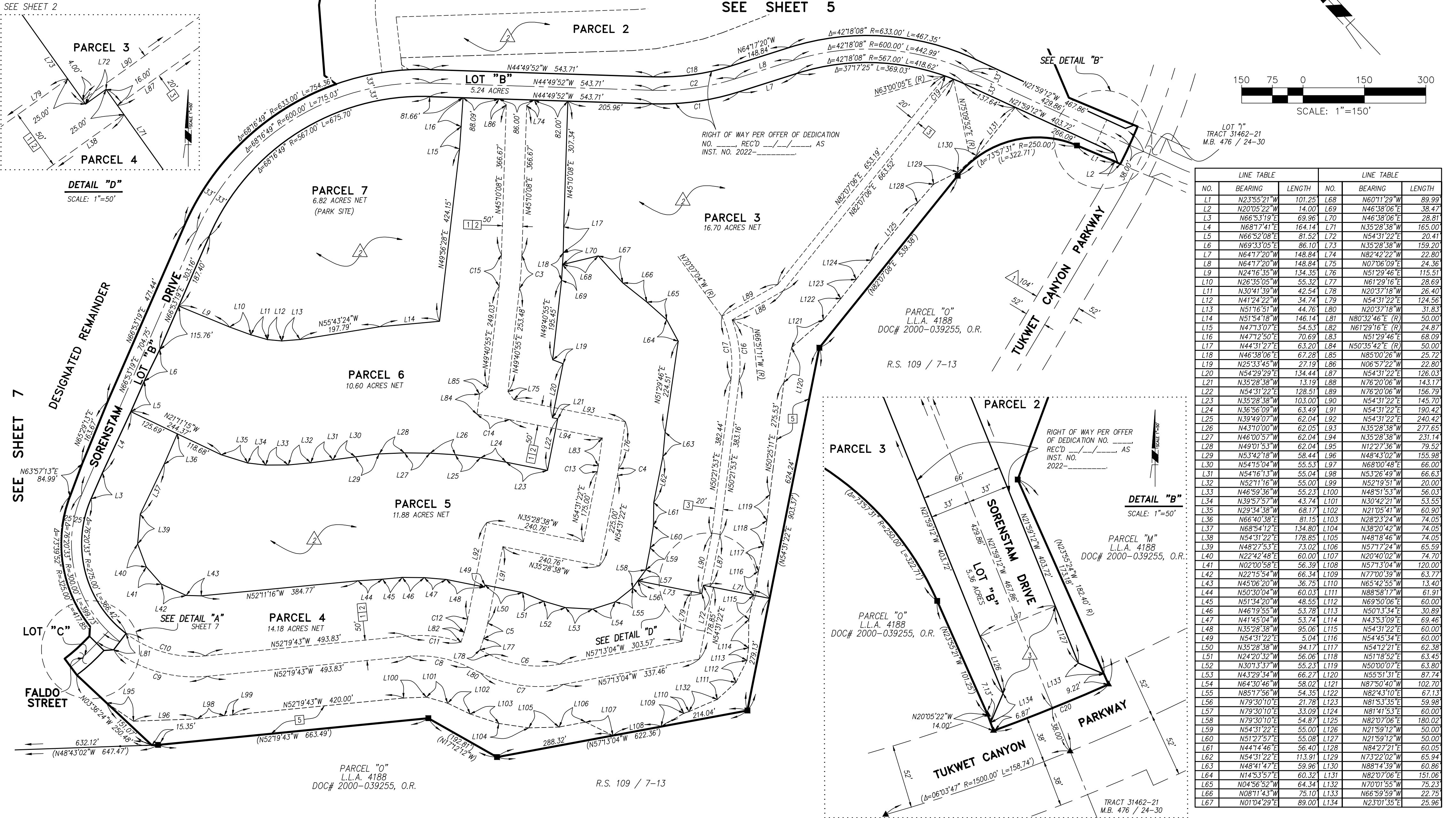
SHEET 6 OF 7 SHEETS

# PARCEL MAP NO. 38090

BEING A DIVISION OF A PORTION OF PARCEL 4 AND LOT "D" OF PARCEL MAP NO. 32775, RECORDED IN BOOK 237 OF PARCEL MAPS, PAGES 79 THROUGH 84, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, AND LOT 176 OF TRACT MAP NO. 31462-21, RECORDED IN BOOK 476, PAGES 24 THROUGH 30, OF MAPS RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 35 AND 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN.

PROACTIVE ENGINEERING CONSULTANTS

JULY, 2021



LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N23°55'21"W	101.25	L68	N60°11'29"W	89.99
L2	N20°05'22"W	14.00	L69	N46°38'06"E	38.47
L3	N66°53'19"E	69.96	L70	N46°38'06"E	28.81
L4	N68°17'41"E	164.14	L71	N35°28'38"W	165.00
L5	N66°52'08"E	81.52	L72	N54°31'22"E	20.41
L6	N69°33'05"E	86.10	L73	N35°28'38"W	159.20
L7	N64°17'20"W	148.84	L74	N82°42'22"W	22.80
L8	N64°17'20"W	148.84	L75	N07°06'09"E	24.36
L9	N24°16'35"W	134.35	L76	N51°29'46"E	115.51
L10	N26°35'05"W	55.32	L77	N61°29'16"E	28.69
L11	N30°41'39"W	42.54	L78	N20°37'18"W	26.40
L12	N41°24'22"W	34.74	L79	N54°31'22"E	124.56
L13	N51°16'51"W	44.76	L80	N20°37'18"W	31.83
L14	N51°54'18"W	146.14	L81	N80°32'46"E (R)	50.00
L15	N47°13'07"E	54.53	L82	N61°29'16"E (R)	24.87
L16	N47°12'50"E	70.69	L83	N51°29'46"E	68.09
L17	N44°31'27"E	63.20	L84	N50°35'42"E (R)	50.00
L18	N46°38'06"E	67.28	L85	N85°00'26"W	25.72
L19	N25°33'45"W	27.19	L86	N06°57'22"W	22.80
L20	N54°29'29"E	134.44	L87	N54°31'22"E	126.03
L21	N35°28'38"W	13.19	L88	N76°20'06"W	143.17
L22	N54°31'22"E	128.51	L89	N76°20'06"W	156.79
L23	N35°28'38"W	103.00	L90	N54°31'22"E	145.70
L24	N36°56'09"W	63.49	L91	N54°31'22"E	190.42
L25	N39°49'07"W	62.04	L92	N54°31'22"E	240.42
L26	N43°10'00"W	62.05	L93	N35°28'38"W	277.65
L27	N46°00'57"W	62.04	L94	N35°28'38"W	231.14
L28	N49°01'53"W	62.04	L95	N12°27'36"W	79.52
L29	N53°42'18"W	58.44	L96	N48°43'02"W	155.98
L30	N54°15'04"W	55.53	L97	N68°00'48"E	66.00
L31	N54°16'13"W	55.04	L98	N53°26'49"W	66.63
L32	N52°11'16"W	55.00	L99	N52°19'51"W	20.00
L33	N46°59'36"W	55.23	L100	N48°51'53"W	56.03
L34	N39°57'57"W	43.74	L101	N30°42'21"W	53.55
L35	N29°34'38"W	68.17	L102	N21°05'41"W	60.90
L36	N66°40'38"E	81.15	L103	N28°23'24"W	74.05
L37	N68°54'12"E	134.80	L104	N38°20'42"W	74.05
L38	N54°31'22"E	178.85	L105	N48°18'46"W	74.05
L39	N48°27'53"E	73.02	L106	N57°17'24"W	65.59
L40	N22°42'48"E	60.00	L107	N20°40'02"W	74.70
L41	N02°00'58"E	56.39	L108	N57°13'04"W	120.00
L42	N22°15'54"W	66.34	L109	N77°00'39"W	63.77
L43	N45°06'20"W	36.75	L110	N65°42'55"W	13.40
L44	N50°30'04"W	60.03	L111	N88°58'17"W	61.91
L45	N51°34'20"W	48.55	L112	N69°50'06"E	60.00
L46	N46°19'55"W	53.78	L113	N50°13'34"E	30.89
L47	N41°45'04"W	53.74	L114	N43°53'09"E	69.46
L48	N35°28'38"W	95.06	L115	N54°31'22"E	60.00
L49	N54°31'22"E	5.04	L116	N54°45'34"E	60.00
L50	N35°28'38"W	94.17	L117	N54°12'21"E	62.38
L51	N24°20'32"E	56.06	L118	N51°18'52"E	63.45
L52	N30°13'37"W	55.23	L119	N50°00'07"E	63.80
L53	N43°29'34"W	66.27	L120	N55°51'31"E	87.74
L54	N64°30'46"W	58.02	L121	N87°50'40"W	102.70
L55	N85°17'56"W	54.35	L122	N82°43'10"E	67.13
L56	N79°30'10"E	21.78	L123	N81°53'35"E	59.98
L57	N79°30'10"E	33.09	L124	N81°41'53"E	60.00
L58	N79°30'10"E	54.87	L125	N82°07'06"E	180.02
L59	N54°31'22"E	55.00	L126	N21°59'12"W	50.00
L60	N51°27'57"E	55.08	L127	N21°59'12"W	50.00
L61	N44°14'46"E	56.40	L128	N84°27'21"E	60.05
L62	N54°31'22"E	113.91	L129	N73°22'02"W	65.94
L63	N48°41'47"E	59.96	L130	N88°14'39"W	60.86
L64	N14°53'57"E	60.32	L131	N82°07'06"E	151.06
L65	N04°56'52"W	64.34	L132	N70°01'55"W	75.23
L66	N08°11'43"W	75.10	L133	N66°59'59"W	22.75
L67	N01°04'29"E	89.00	L134	N23°01'35"E	25.96



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

SHEET 7 OF 7 SHEETS

# PARCEL MAP NO. 38090

BEING A DIVISION OF A PORTION OF PARCEL 4 AND LOT "D" OF PARCEL MAP NO. 32775, RECORDED IN BOOK 237 OF PARCEL MAPS, PAGES 79 THROUGH 84, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, AND LOT 176 OF TRACT MAP NO. 31462-21, RECORDED IN BOOK 476, PAGES 24 THROUGH 30, OF MAPS RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 35 AND 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN.

PROACTIVE ENGINEERING CONSULTANTS

JULY, 2021

## EASEMENT DEDICATION NOTES

SEE SHEET 2

## EASEMENT NOTES

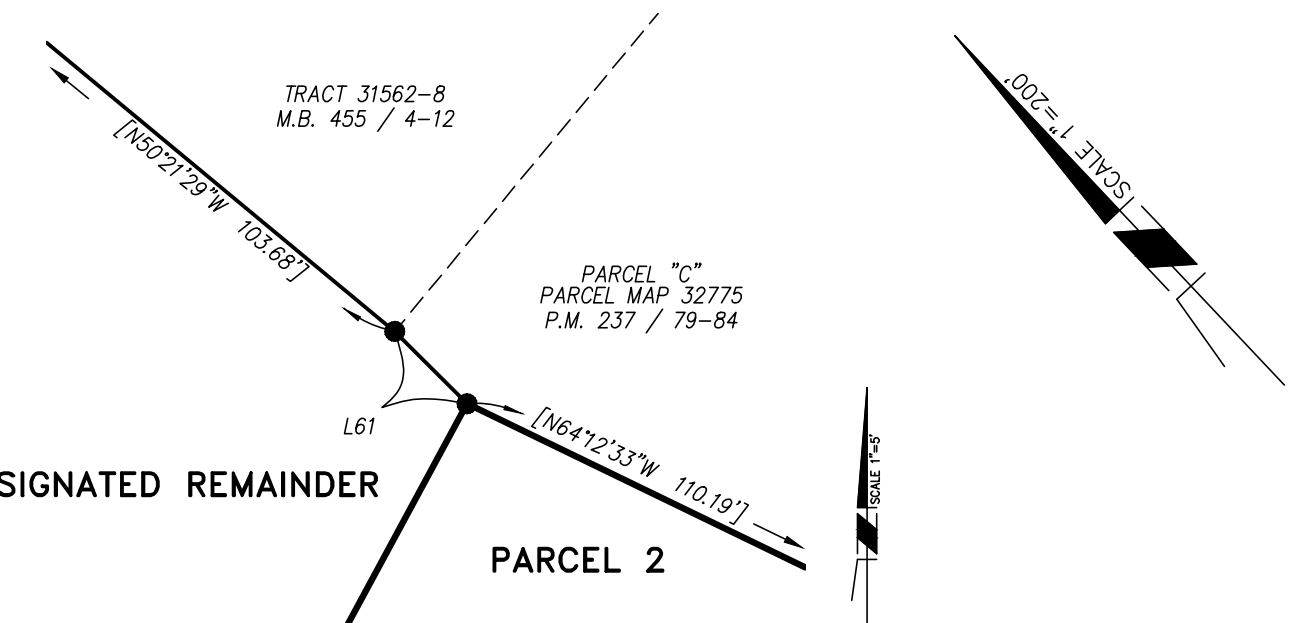
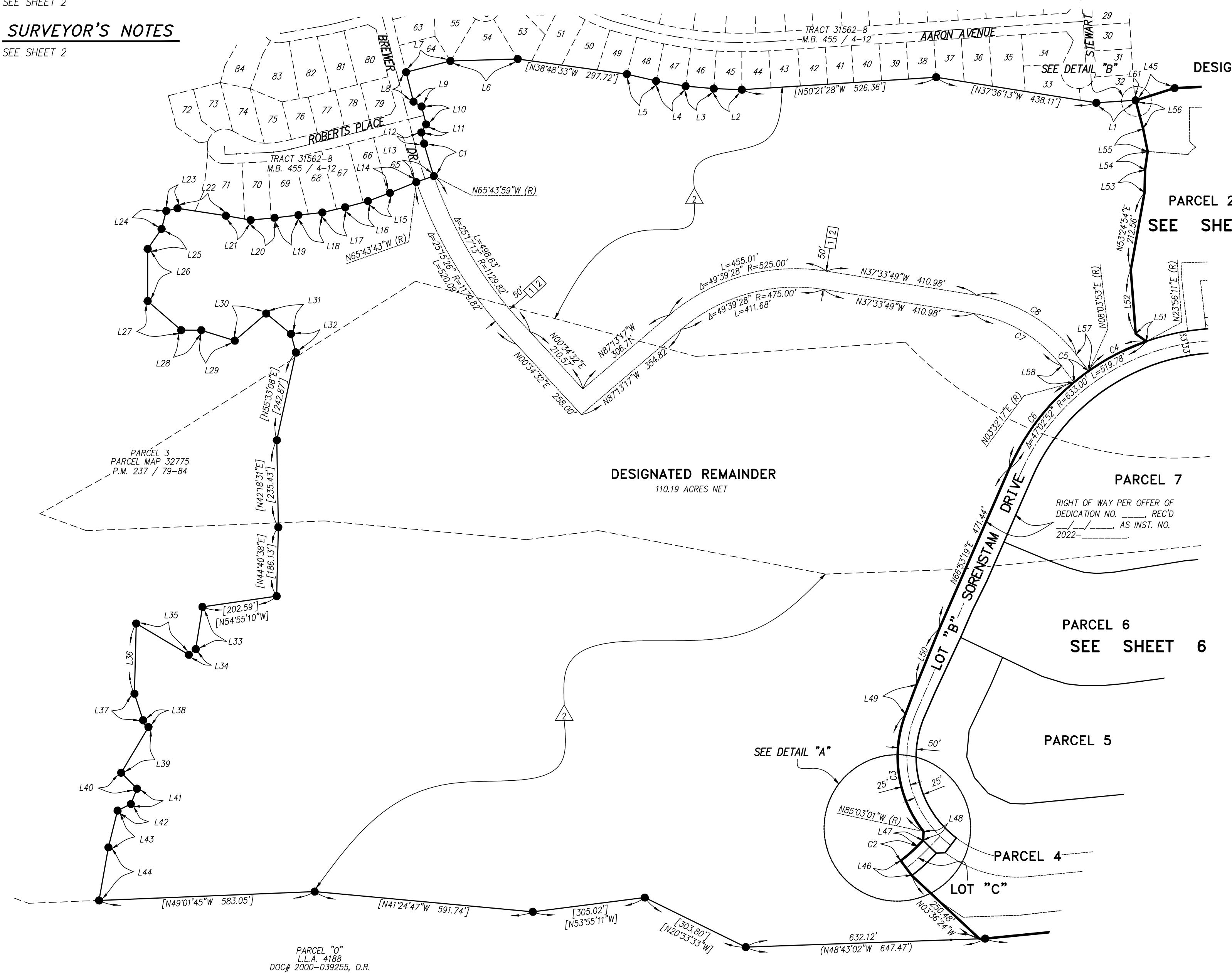
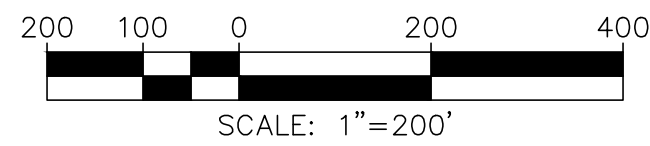
SEE SHEET 2

## BASIS OF BEARINGS

SEE SHEET 2

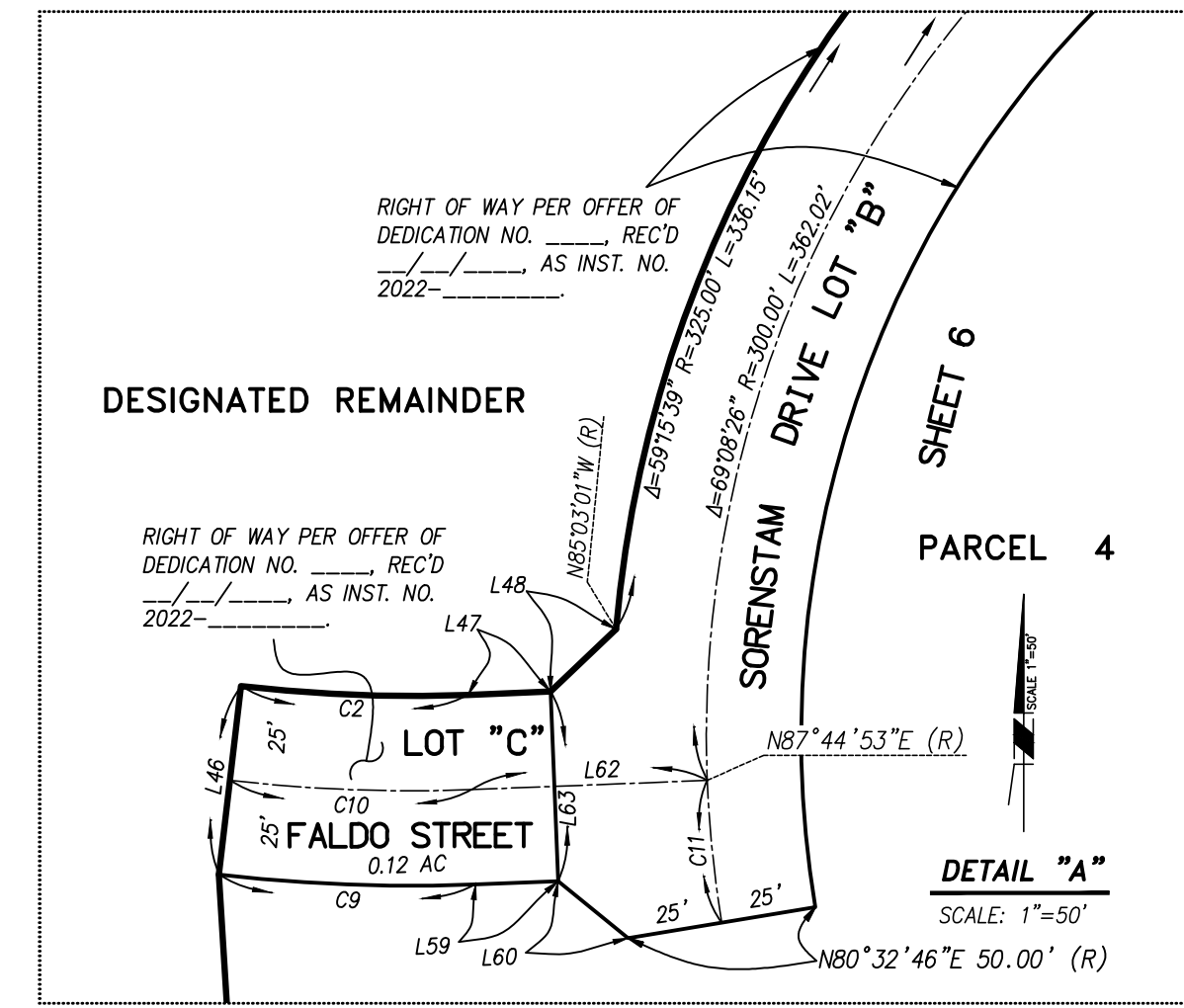
## SURVEYOR'S NOTES

SEE SHEET 2



NO.	DELTA	RADIUS	LENGTH
C1	Δ=04°42'09"	1115.00'	91.51'
C2	Δ=08°55'31"	385.00'	59.97'
C3	Δ=59°15'39"	325.00'	336.15'
C4	Δ=15°52'18"	633.00'	175.35'
C5	Δ=04°31'36"	633.00'	50.01'
C6	Δ=26°38'58"	633.00'	294.42'
C7	Δ=43°21'54"	375.00'	283.82'
C8	Δ=43°21'54"	425.00'	321.67'
C9	Δ=08°55'31"	435.00'	67.76'
C10	Δ=08°55'31"	410.00'	63.87'
C11	Δ=07°12'07"	300.00'	37.71'

LINE TABLE		LINE TABLE		LINE TABLE				
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH			
L1	[N50°21'29"W]	103.68'	L21	[N36°36'40"W]	167.73'	L41	[N65°09'28"E]	44.76'
L2	[N44°31'05"W]	75.97'	L22	[N38°00'05"W]	132.26'	L42	[N72°54'02"W]	39.90'
L3	[N41°45'31"W]	76.32'	L23	[N59°26'14"W]	31.13'	L43	[N57°12'04"E]	102.52'
L4	[N36°44'59"W]	80.78'	L24	[N58°00'11"E]	50.43'	L44	[N53°20'19"E]	145.59'
L5	[N33°27'59"W]	81.46'	L25	[N78°08'22"E]	65.77'	L45	[N64°12'33"W]	110.19'
L6	[N48°22'31"W]	181.62'	L26	[N43°19'17"E]	140.87'	L46	[N06°40'24"E (R)]	50.00'
L7	[N60°55'38"W]	123.86'	L27	[N05°41'03"W]	120.23'	L47	[N87°44'53"E]	21.75'
L8	[N29°04'22"E]	82.00'	L28	[N46°33'26"W]	54.20'	L48	[N46°20'56"E]	23.81'
L9	[N15°55'38"W]	25.46'	L29	[N29°23'50"W]	94.72'	L49	[N63°57'13"E]	84.99'
L10	[N29°04'22"E]	50.00'	L30	[N87°26'55"W]	112.30'	L50	[N65°29'13"E]	163.67'
L11	[N74°04'22"E]	25.46'	L31	[N07°05'24"W]	186.88'	L51	[N10°36'58"W]	35.44'
L12	[N29°04'22"E]	31.00'	L32	[N28°31'48"E]	51.40'	L52	[N38°53'59"E]	172.98'
L13	[N65°37'47"W (R)]	50.00'	L33	[N52°21'48"E]	115.22'	L53	[N44°38'49"E]	61.28'
L14	[N68°59'05"W]	77.35'	L34	[N86°28'55"W]	24.47'	L54	[N51°21'20"E]	50.01'
L15	[N67°16'05"W]	63.33'	L35	[N15°56'43"W]	165.33'	L55	[N32°07'09"E]	63.34'
L16	[N61°51'45"W]	63.33'	L36	[N44°44'55"E]	189.76'	L56	[N28°25'10"E]	78.66'
L17	[N59°33'05"W]	63.59'	L37	[N25°15'33"E]	88.37'	L57	[N05°48'05"E]	55.75'
L18	[N52°56'21"W]	64.81'	L38	[N15°50'45"W]	112.17'	L58	[N05°48'05"E]	55.75'
L19	[N53°00'30"W]	65.00'	L39	[N74°09'15"E]	143.64'	L59	[N87°44'53"E]	21.75'
L20	[N52°16'15"W]	65.00'	L40	[N01°20'13"W]	60.65'	L60	[N50°51'10"W]	23.81'
						L61	[N45°00'56"W]	12.66'
						L62	[N87°44'53"E (R)]	62.04'
						L63	[N02°15'07"W]	50.00'



PARCEL "D"  
L.L.A. 4188  
DOC# 2000-039255, O.R.

<p>RECORDING REQUESTED BY: CITY CLERK</p> <p>WHEN RECORDED RETURN TO:</p> <p>City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223</p>	
SPACE ABOVE THIS LINE FOR RECORDER'S USE	

**CITY OF BEAUMONT  
SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT NO. PM 38090**

DATE OF AGREEMENT: <u>May 24, 2022</u>		
NAME OF SUBDIVIDER: <u>Meritage Homes of California, Inc., a California Corporation</u> . (hereinafter referred to as "Subdivider").		
NAME/NUMBER OF DEVELOPMENT: <u>PM 38090</u> subdivision consisting of _____ residential lots, _____, originally approved on _____, and Tentative Tract <u>31462</u> ("Tract" or "Tentative Tract Map") , originally approved on <u>September 8th, 2016</u> .		
FINAL TRACT MAP _____ APPROVED ON _____ RECORDED ON _____ AS INSTRUMENT NUMBER: _____ ("Final Tract Map").		
PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").		
EST. TOTAL COST OF PUBLIC IMPROVEMENTS: \$ _____ (see Exhibit "B")	EST. TOTAL COST OF PRIVATE IMPROVEMENTS: \$ _____ (see Exhibit "B")	EST. TOTAL COST OF MONUMENTATION: \$ <u>13,000.00</u> (see Exhibit "B")
BOND NUMBERS: <u>Cash Bond - PW2021-0736</u>		
LETTER OF CREDIT NUMBERS: _____		

FINANCIAL INSTITUTION: \_\_\_\_\_

**THIS SUBDIVISION IMPROVEMENT AGREEMENT** ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and Meritage Homes of California, Inc., a California Corporation, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

#### RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit "A" attached hereto and incorporated and made part of this Agreement by this reference (the "Property").

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the "Plans") for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works ("City Engineer"). The City has adopted standards (hereinafter "Standards") for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and

made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

**NOW, THEREFORE**, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

**1. Subdivider's Obligation to Construct Improvements.**

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all right-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as

specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

**2. Improvement Securities.**

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) \_\_\_\_\_ and 00/100 DOLLARS (\$XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) \_\_\_\_\_ and 00/100 DOLLARS (\$XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) \_\_\_\_\_ and 00/100 DOLLARS (\$ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) \$13,000 \_\_\_\_\_ and 00/100 Dollars (\$X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of

Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

### **3. Alterations to Improvement Plans; Modification of City Standards.**

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

**4. Modification of Drainage Plan.** Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that

revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

**5. Reserved.**

**6. Inspections; Final Acceptance and Certification of Improvements.**

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

**7. Release of Improvement Securities.**

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be

permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred- percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.



(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

**8. Injury to Public Improvements, Public Property or Public Utilities Facilities.**

Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

**9. Permits.** Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

**10. Notice of Breach/Default of Subdivider.**

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement

Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

#### **11. Warranty.**

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

**12. Subdivider Not Agent of City.** Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

**13. Injury to Improvement Work; Risk of Loss.** Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

**14. Other Agreements.** Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

**15. Subdivider's Obligation to Warn Public During Construction.** Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

**16. Vesting of Ownership.** Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

**17. Indemnity/Hold Harmless.**

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort

negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

**18. Sale or Disposition of Subdivision; Assignment.**

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

**19. Time of the Essence.** Time is of the essence in this Agreement.

**20. Time for Completion of Improvements; Extensions.**

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

**21. Notice.** All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

- Notice to City: City of Beaumont  
550 E. 6th Street  
Beaumont, CA 92223  
Attn: City Manager
- With a Copy to: John Pinkney, Esq.  
SBEMP  
1800 East Tahquitz Canyon Way  
Palm Springs, CA 92262
- Notice to Subdivider: Meritage Homes of California, Inc.  
5 Peters Canyon Rd, Suite 310  
Irvine, CA 92606  
Attn: Efrem Joelson

**22. Severability.** The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

**23. Captions.** The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

**24. Insurance.**

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage

(Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor or subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.



(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) **Commencement of Work.** Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) **Higher Limits.** If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**25. Attorneys' Fees.** In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

**26. Incorporation of Recitals.** The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

**27. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

**28. Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

**29. Runs with the Land; Recordation.**

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

**30. Authority of Executing Parties.** Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

**IN WITNESS WHEREOF**, this Agreement is executed by the Parties hereto on the date above first written.

**Subdivider:**

**City:**

**CITY OF BEAUMONT**  
a Municipal Corporation

By: 

By: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jeff Hart, Dir. Of Engineering/Public Works

Attachments: Exhibit A      Legal description of Property  
                  Exhibit B      Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**



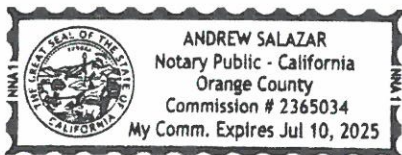
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Orange }

On May 26, 2022 before me, Andrew Salazar, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Aaron Talarico  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_





June 1, 2022

Parcel Map 38090 – Meritage Homes of California, Inc.

Monumentation - Cash Surety Deposit

The City of Beaumont received a **Cash Surety** for the above Parcel Map Monumentation. The payment was made on the **26<sup>th</sup> of May, 2022** by authority of Nick Harris, Forward Planning Analyst for Meritage Homes. Payment was collected on behalf of the City of Beaumont by Romelia Coff, Customer Service Coordinator. Payment amount included \$306.69 of Visa Credit Card fees under the receipt number of **R01241230**. The Cash Surety amount is as follows:

Submittal Name	Amount
PM 38090 – Cash Surety	\$13,000.00

Please let me know if you have any questions.

Thank you,

Richard Godsey  
Public Works

P  
550 E 6TH ST  
BEAUMONT, CA 92223  
(951) 769-8520

-----  
DATE : 5/26/2022 11:13 AM  
OPER : RCC  
TKBY : RCC  
TERM : 19  
REC# : R01241230  
=====

131.0000 CUSTOMER 13306.69  
DEPOSITS - PUBLIC WORKS  
PW2021-0736 13306.69

Paid By:PW2021-0736  
4-Credit Card 13306.69AUTH:054355

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APPLIED 13306.69  
TENDERED 13306.69  
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CHANGE 0.00  
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Cardmember acknowledges receipt of goods  
and/or services in the amount of the  
total shown hereon and agrees to perform  
the obligations set forth by the  
cardmember's agreement with the user.

X\_\_\_\_\_

XXXXXXXXXXXX7669  
Entry Mode: MANUAL  
CVM:

**RE: PW2021-0736 Parcel Map No. 38090 - Mylar PDF for Dept. Approval**

Sara Retmier &lt;sretmier@beaumontca.gov&gt;

Wed 6/1/2022 8:52 AM

To: Richard Godsey &lt;rgodsey@beaumontca.gov&gt;

I have no objections.

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**From:** Richard Godsey <rgodsey@beaumontca.gov>**Sent:** Wednesday, June 01, 2022 8:00 AM**To:** Sara Retmier <sretmier@beaumontca.gov>; Kylie Tillema <ktillema@beaumontca.gov>; Carole Kendrick <CKendrick@beaumontca.gov>; Christina Taylor <Ctaylor@beaumontca.gov>**Cc:** Suzanne Foxworth <SFoxworth@beaumontca.gov>**Subject:** PW2021-0736 Parcel Map No. 38090 - Mylar PDF for Dept. Approval

Good morning all,

Please see the attached mylar pdf for the subject Parcel Map. Please provide respective department approvals/denials in email response.

Thank you,

*Richard Godsey**Public Works Permit Technician*

City of Beaumont

550 E. 6th Street, Beaumont, Ca 92223

Desk (951) 769-8520 | Fax (951) 769-8526

[BeaumontCa.gov](http://BeaumontCa.gov)[Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



**RE: PW2021-0736 Parcel Map No. 38090 - Mylar PDF for Dept. Approval**

Carole Kendrick &lt;CKendrick@beaumontca.gov&gt;

Fri 6/3/2022 10:38 AM

To: Richard Godsey &lt;rgodsey@beaumontca.gov&gt;; Sara Retmier &lt;sretmier@beaumontca.gov&gt;; Kylie Tillema &lt;ktillema@beaumontca.gov&gt;; Christina Taylor &lt;Ctaylor@beaumontca.gov&gt;

Cc: Suzanne Foxworth &lt;SFoxworth@beaumontca.gov&gt;

Planning approved.

---

**From:** Richard Godsey <rgodsey@beaumontca.gov>**Sent:** Wednesday, June 01, 2022 8:00 AM**To:** Sara Retmier <sretmier@beaumontca.gov>; Kylie Tillema <ktillema@beaumontca.gov>; Carole Kendrick <CKendrick@beaumontca.gov>; Christina Taylor <Ctaylor@beaumontca.gov>**Cc:** Suzanne Foxworth <SFoxworth@beaumontca.gov>**Subject:** PW2021-0736 Parcel Map No. 38090 - Mylar PDF for Dept. Approval

Good morning all,

Please see the attached mylar pdf for the subject Parcel Map. Please provide respective department approvals/denials in email response.

Thank you,

*Richard Godsey**Public Works Permit Technician*

City of Beaumont

550 E. 6th Street, Beaumont, Ca 92223

Desk (951) 769-8520 | Fax (951) 769-8526

[BeaumontCa.gov](http://BeaumontCa.gov)[Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

#ACITYELEVATED

**RE: PW2021-0736 Parcel Map No. 38090 - Mylar PDF for Dept. Approval**

Kylie Tillema &lt;ktillema@beaumontca.gov&gt;

Wed 6/1/2022 9:30 AM

To: Richard Godsey &lt;rgodsey@beaumontca.gov&gt;; Sara Retmier &lt;sretmier@beaumontca.gov&gt;; Carole Kendrick &lt;CKendrick@beaumontca.gov&gt;; Christina Taylor &lt;Ctaylor@beaumontca.gov&gt;

Cc: Suzanne Foxworth &lt;SFoxworth@beaumontca.gov&gt;

Approved.

**Kylie Tillema**

Fire Safety Specialist/Office of the Fire Marshal

CAL FIRE/Riverside County Fire Department

*Proudly Serving the City of Beaumont*

Desk: 951-572-3225 | Main: 951-769-8529

550 E. 6th Street, Beaumont, CA 92223

[ktillema@BeaumontCA.gov](mailto:ktillema@BeaumontCA.gov) | [www.BeaumontCA.gov](http://www.BeaumontCA.gov)

---

**From:** Richard Godsey <rgodsey@beaumontca.gov>**Sent:** Wednesday, June 1, 2022 8:00 AM**To:** Sara Retmier <sretmier@beaumontca.gov>; Kylie Tillema <ktillema@beaumontca.gov>; Carole Kendrick <CKendrick@beaumontca.gov>; Christina Taylor <Ctaylor@beaumontca.gov>**Cc:** Suzanne Foxworth <SFoxworth@beaumontca.gov>**Subject:** PW2021-0736 Parcel Map No. 38090 - Mylar PDF for Dept. Approval

Good morning all,

Please see the attached mylar pdf for the subject Parcel Map. Please provide respective department approvals/denials in email response.

Thank you,

*Richard Godsey**Public Works Permit Technician*

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## Staff Report

**TO:** City Council  
**FROM:** Sean Thuilliez, Chief of Police  
**DATE:** July 19, 2022  
**SUBJECT:** Beaumont Unified School District Fingerprinting Agreement

---

### Background and Analysis:

The City of Beaumont Police Department (City) has been providing the Beaumont Unified School District (District) with livescan fingerprinting services since 2013. The current annual agreement expires June 30, 2022. The District has requested the approval of an agreement to continue these services through June 30, 2023.

### Fiscal Impact:

The District agrees to compensate the City for services rendered in an amount not to exceed \$16.00 per livescan for Beaumont residents and \$25.00 per livescan for non-residents. The District has their own billing number for any additional fees that the Department of Justice charges. The Police Department invoices the District on a monthly basis for livescans performed. Livescan fingerprinting for the District and the public has brought a revenue source to the City of approximately \$20,000 for the current and past fiscal years.

### Recommended Action:

Approve the Agreement with the Beaumont Unified School District for livescan services.

### Attachments:

- A. Beaumont Unified School District Agreement



## Beaumont Unified School District Agreement for Live Scan Services

**ORIGINATING DEPARTMENT:** HUMAN RESOURCES

**ACCOUNTING CODE:** 03-500-0000-0-0000-7401-5831

This Agreement was made and entered into on the **1st day of July 2022**, by and between the **BEAUMONT UNIFIED SCHOOL DISTRICT** (“DISTRICT”) and the **CITY OF BEAUMONT** (“CITY”).

1. CITY agrees to render the following services in accordance with directions stipulated by DISTRICT or a person so delegated:

CITY will provide Live Scan fingerprint service at a rate not to exceed rate set by City Council Resolution, as adopted from time to time. CITY will follow all standards of the industry and maintain strict confidentiality of all Live Scan results. With respect to Live Scan fingerprint services, CITY agrees to abide by all applicable California law and regulations on behalf of the DISTRICT.

2. DISTRICT agrees to compensate CITY for services rendered in an amount not to exceed **\$16.00** per Live Scan for residents and **\$25.00** per Live Scan for non-residents until such rates are changed by Resolution of City Council. The amount due to CITY shall be paid within a reasonable time not to exceed 60 days after the performance of services by CITY and an itemized monthly bill is rendered to DISTRICT. CITY shall reference DISTRICT Purchase Order numbers on all billings submitted to DISTRICT.

3. **Suspension of Live Scan Services**

The Parties acknowledge that on March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency to exist in the State of California as a result of COVID-19 and on March 19 2020, Governor Newsom signed Executive Order 33-20 (commonly known as the "Safer at Home, Stay at Home" order) to preserve public health and safety throughout the entire State of California during the COVID-19 pandemic. The Parties agree and acknowledge that in the interest of public health and safety, CITY, in its sole and absolute discretion and from time to time, may suspend Live Scan services set forth in this Agreement. In the event CITY suspends services under this Agreement, CITY shall promptly notify DISTRICT of said suspension.

4. **Mutual Indemnification and Hold Harmless**

CITY shall indemnify and hold harmless DISTRICT, its officers, employees, representatives, agents and volunteers from and against any and all liabilities, losses, claims, demands, suits, damages, causes of action, costs and expenses, including

reasonable attorney’s fees, for personal or bodily injuries or property damage arising from the sole negligence or willful misconduct of CITY’s officers, employees, representatives, agents or volunteers in carrying out CITY’s duties under this Agreement.

DISTRICT shall indemnify and hold harmless CITY, its officers, employees, representatives, agents and volunteers from and against any and all liabilities, losses, claims, demands, suits, damages, causes of action, costs and expenses, including reasonable attorney’s fees, for personal or bodily injuries or property damage arising from the sole negligence or willful misconduct of DISTRICT’s officers, employees, representatives, agents or volunteers in carrying out DISTRICT’s duties under this Agreement.

- 5. It is agreed that CITY is acting as an independent contractor and not as an agent or employee of DISTRICT.
- 6. Unless terminated earlier as provided for herein, the term of this Agreement shall be from **July 1, 2022 through June 30, 2023.**
- 7. Contact information for the parties is:

DISTRICT:

CITY:

Beaumont Unified School District  
 Attn: Assistant Superintendent Business Services  
 350 W. Brookside Avenue  
 Beaumont, CA 92223  
 Office: (951) 845-1631, x5360  
 Fax: (951) 845-4561

City of Beaumont  
 Attn: Chief of Police  
 550 E. Sixth Street  
 Beaumont, CA 92223  
 Office: (951) 769-8520  
 Fax: (951) 769-8526

- 8. This Agreement may be amended by the mutual consent of the parties hereto as indicated (both parties must initial):



\_\_\_\_\_  
BUSD INITIAL

\_\_\_\_\_  
CITY INITIAL

SIGNATURES ON THE FOLLOWING PAGE

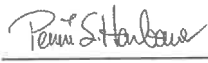
SIGNATURE PAGE TO  
BEAUMONT UNIFIED SCHOOL DISTRICT  
AGREEMENT FOR LIVE SCAN SERVICES  
(CITY OF BEAUMONT)

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

**BEAUMONT UNIFIED SCHOOL DISTRICT**

**CITY OF BEAUMONT**

Print Name: Penni S. Harbauer

Signature:   
Assistant Superintendent of Business Services

\_\_\_\_\_  
Mike Lara, Mayor

Date: Jun 10, 2022

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Steven Mehlman, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
John O. Pinkney, City Attorney






# 2021-22-D733 City of Beaumont (Livescan) 06-07-22

Final Audit Report

2022-06-10

Created:	2022-06-10
By:	Terri Livingston (tlivingston@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9L5Zsyi-xwxut49xX4hdBVjpXA3ADMOb

## "2021-22-D733 City of Beaumont (Livescan) 06-07-22" History

-  Document created by Terri Livingston (tlivingston@beaumontusd.k12.ca.us)  
2022-06-10 - 9:40:09 PM GMT- IP address: 76.81.135.98
-  Document emailed to Penni Harbauer (pharbauer@beaumontusd.k12.ca.us) for signature  
2022-06-10 - 9:41:05 PM GMT
-  Email viewed by Penni Harbauer (pharbauer@beaumontusd.k12.ca.us)  
2022-06-10 - 10:03:09 PM GMT- IP address: 66.249.84.231
-  Document e-signed by Penni Harbauer (pharbauer@beaumontusd.k12.ca.us)  
Signature Date: 2022-06-10 - 10:03:22 PM GMT - Time Source: server- IP address: 76.81.135.98
-  Agreement completed.  
2022-06-10 - 10:03:22 PM GMT







## 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.**

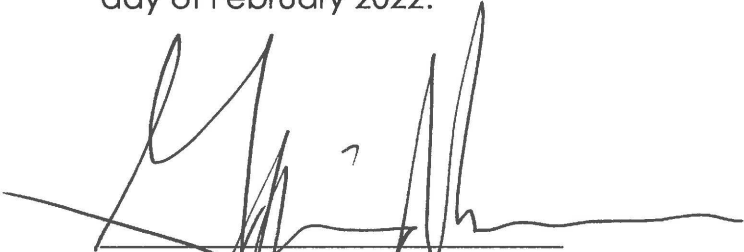
- 17) Executive Order N-38-20:
- a. Paragraph 1;
  - b. Paragraph 2;
  - c. Paragraph 3;
  - d. Paragraph 4; and
  - e. Paragraph 5.

- 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;

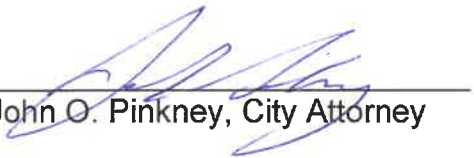
(D) To requisition necessary personnel or material to any City department or agency; and

(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:** Nicole Wheelwright, Deputy City Clerk  
**DATE:** July 19, 2022  
**SUBJECT:** **Consideration of Re-Ratification of Local Emergency and Re-Authorizing the Use of Teleconferencing to Conduct Public Meetings**

### Background and Analysis:

On June 21, 2022, City Council adopted a resolution re-ratifying that certain conditions exist that necessitate the need to implement the Ralph M. Brown Act provisions provided by Government Code Section 54953. The recent amendment to Section 54953 allows the use of teleconferencing to conduct meetings of Beaumont’s legislative bodies with exemptions to the process and procedure. These provisions are listed in full detail in the table below.

Assembly Bill 361 (AB361) was signed by Governor Newsom with an effective date of October 1, 2021, which provides exemptions to the procedures of conducting public meetings with the use of teleconferencing. Prior to AB361, the City of Beaumont conducted teleconferenced and hybrid public meetings in accordance with Executive Order N-08-21. That order held an expiration date of September 30, 2021.

AB361 amends Government Code Section 54953 to provide provisions to facilitate teleconferenced meetings during a declared state of emergency. These provisions can only be used in an active gubernatorial state of emergency. The provisions from this amendment are listed in the table below.

<b>Brown Act Requirements</b>	<b>Provisions in AB361 Amendment</b>
If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the	Agendas not required to be posted at all teleconference locations.  Meeting must still be conducted in a manner that protects the statutory and constitutional rights of the parties or the

<p>parties or the public appearing before the legislative body of a local agency.</p>	<p>public appearing before the legislative body of a local agency.</p>
<p>If the legislative body of a local agency elects to use teleconferencing, each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public.</p>	<p>Agendas are not required to identify each teleconference location in the meeting notice/agenda. Local agencies are not required to make each teleconference location accessible to the public.</p>
<p>If the legislative body of a local agency elects to use teleconferencing, during the teleconferenced meeting, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction.</p>	<p>No requirement to have a quorum of board members participate from within the territorial bounds of the local agency's jurisdiction.</p>
<p>If the legislative body of a local agency elects to use teleconferencing, the agenda shall provide an opportunity for members of the public to address the legislative body directly at each teleconference location.</p>	<p>In each instance in which notice of the time of the teleconferenced meeting is given or the agenda for the meeting is posted, the legislative body shall also give notice of the manner by which members of the public may access the meeting and offer public comment.</p> <p>The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option.</p> <p>The legislative body shall allow members of the public to access the meeting, and the agenda shall include an opportunity for members of the public to address the legislative body directly.</p> <p>In the event of a disruption which prevents the local agency from broadcasting the meeting to members of the public using the call-in option or</p>

	<p>internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored.</p> <p>Written/remote public comment must be accepted until the point at which the public comment period is formally closed; registration/sign-up to provide/be recognized to provide public comment can only be closed when the public comment period is formally closed.</p>
<p>A member of the public shall not be required, as a condition to attendance at a meeting of a legislative body of a local agency, to register his or her name, to provide other information, to complete a questionnaire, or otherwise to fulfill any condition precedent to his or her attendance. If an attendance list, register, questionnaire, or other similar document is posted at or near the entrance to the room where the meeting is to be held or is circulated to the persons present during the meeting, it shall state clearly that the signing, registering, or completion of the document is voluntary, and that all persons may attend the meeting regardless of whether a person signs, registers, or completes the document.</p>	<p>An individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body that requires registration to log in to a teleconference, may be required to register as required by the third-party internet website or online platform to participate.</p>

In order for a local agency to use the provisions provided by AB361, the agency must determine by majority vote that meeting in-person would present imminent risks to

health or safety of attendees and adopt a resolution stating such with a maximum period of thirty days. Thereafter, on a thirty-day basis, City Council could then consider the continuance of teleconferenced public meetings by way of resolution after a re-evaluation of the state of emergency circumstances. In order to continue to facilitate meetings of the City's legislative bodies, City Council would affirm the following findings:

- (A) The legislative body has reconsidered the circumstances of the state of emergency.
- (B) Any of the following circumstances exist:
  - (i) The state of emergency continues to directly impact the ability of the members to meet safely in person.
  - (ii) State or local officials continue to impose or recommend measures to promote social distancing.

**Fiscal Impact:**

City staff estimates the cost to prepare this staff report to be \$110.

**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 July 19, 2022, through August 16, 2022, Pursuant to Provisions of the Ralph M. Brown Act."

**Attachments:**

- A. Resolution

**RESOLUTION 2022-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, 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 JULY 19, 2022 – AUGUST 16, 2022, PURSUANT TO PROVISIONS OF THE RALPH M. BROWN ACT**

**WHEREAS**, the City of Beaumont (the “City”) is committed to preserving and nurturing public access and participation in meetings of the City Council; and

**WHEREAS**, all meetings of the City’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code §§ 54950 – 54963) (the “Brown Act”), so that any member of the public may attend, participate, and watch the City’s legislative bodies conduct their business; and

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

**WHEREAS**, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the City’s boundaries, caused by natural, technological, or human-caused disasters; and

**WHEREAS**, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS**, the City Council previously adopted Resolution 2021-53 on October 5, 2021, finding that the requisite conditions exist for the legislative bodies of the City to conduct remote teleconference meetings without compliance with Government Code section 54953(b)(3); and

**WHEREAS**, as a condition of extending the use of the provisions found in Government Code section 54953(e), the City Council must reconsider the circumstances of the state of emergency that exists in the City, and the City Council has done so; and

**WHEREAS**, emergency conditions persist in the City, specifically, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency to exist in California as a



result of the threat of COVID-19; despite sustained efforts the virus continues to spread and is impacting nearly all sectors of California; and

**WHEREAS**, on June 9, 2021, the California Department of Public Health issued updated public health directives related to physical distancing and face coverings effective June 15, 2021, based on guidelines issued by the Centers for Disease Control and Prevention; and

**WHEREAS**, on or about July 28, 2021, Riverside County Public Health stated that “in light of the recent increase in local COVID-19 cases, Riverside County Public Health recommends residents follow the new state and federal guidance for face coverings. The current state and federal masking guidance recommend that vaccinated individuals wear face masks in public indoor settings. The state still requires unvaccinated individuals to wear masks indoors;” this remains the guidance of Riverside County Public Health; and

**WHEREAS**, the City Council does hereby find that the ongoing risk posed by the highly transmissible COVID-19 virus will continue to cause conditions of peril to the safety of persons within the City which are likely to be beyond the control of services, personnel, equipment, and facilities of the City, and the City Council desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

**WHEREAS**, as a consequence of the local emergency persisting, the City Council does hereby find that the legislative bodies of the City shall continue to conduct their meetings without compliance with Government Code section 54953(b)(3), as authorized by Government Code section 54953(e), and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in Government Code section 54953(e)(2); and

**WHEREAS**, all meeting agendas stating meeting dates, times and the manner in which the public may attend and offer public comment by call-in option or internet-based service option shall be posted, at a minimum, on the City’s website and at the City’s main office.

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

**Section 1. Recitals.**

The recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**Section 2. Affirmation that Local Emergency Persists.**

The City Council hereby considers the conditions of the state of emergency in the City and proclaims that a local emergency persists throughout the City, and the ongoing risk posed by the highly transmissible COVID-19 virus has caused, and will continue to cause, conditions of peril to the safety of persons within the City; furthermore, the guidance of Riverside County Public Health recommends physical distancing and face coverings.

**Section 3. Re-ratification of Governor’s Proclamation of a State of Emergency.**

The City Council hereby ratifies the Governor of the State of California’s Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

**Section 4. Remote Teleconference Meetings.**

The Mayor, the City Manager, and legislative bodies of the City are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

**Section 5. Effective Date.**

This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) August 16, 2022, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City may continue to teleconference without compliance with Government Code section 54953(b)(3).

**Section 6. Certification.**

The Clerk of the City Council shall certify as to the adoption of this Resolution and shall cause the same to be processed in the manner required by law.

PASSED, ADOPTED, AND APPROVED, this 19<sup>th</sup> day of July 2022, by the following vote:

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

\_\_\_\_\_  
Lloyd White, Mayor

ATTEST:

\_\_\_\_\_  
Nicole Wheelwright, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
John O. Pinkney, City Attorney



## Staff Report

**TO:** City Council  
**FROM:** Sean Thuilliez, Chief of Police  
**DATE** July 19, 2022  
**SUBJECT: July 4, 2022, Fireworks Enforcement**

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### Background and Analysis:

The Freedom Festival was held at Stewart Park on July 4, 2022. This event was free to the public and included live entertainment, vendors, and a fireworks show. There were approximately 2,500 in attendance.

The Beaumont Police Department staffed this event with seven (7) police officers and one (1) police sergeant from 3 pm to 10 pm. Their primary responsibilities were to provide safety at the event, as well as traffic control for street closures around the venue. Sworn staff was comprised exclusively of overtime personnel, as all regularly scheduled staff were dedicated to patrol operations.

Additionally, seven (7) police officers and one (1) sergeant were brought in on overtime to supplement the patrol division and specifically work fireworks related calls from 6 p.m. to midnight.

In the days prior to and on July 4, the Police Department experiences an increase in illegal fireworks. Previous efforts to combat these safety concerns from using illegal fireworks were by use of traditional criminal enforcement, where a violator is cited, and the case filed with the Riverside County District Attorney's Office. This method was ineffective due to the district attorney's office electing not to file any fireworks cases.

In response, the City of Beaumont took proactive measures and enhanced the local Municipal Code 9.41.020, increasing the imposed fines to the following:

**\$1,000 for the 1st violation**

**\$2,500 for the 2nd violation**

**\$5,000 for the 3rd and all subsequent violations**

On July 4, officers handled approximately 68 calls for service related to fireworks. A total of 12 violators were cited. All citations were for the violator’s first violation, with a \$1,000 fine. The enforcement effort was successful, as there were no incidents of a second violation. Those violators who received a citation will be billed through the City’s contracted citation tracking management provider, Turbo System Data Systems, Inc.

During the week of June 27 through July 3, the Beaumont Police Department had an additional 16 calls for service related to fireworks.

**Fiscal Impact:**

Freedom festival staffing:

- Monday, July 4, 2022, 3 pm – 10 pm:
  - (1) Police Sergeant – Supervisor
  - (7) Police Officers
  - Total Overtime Hours = 57
  - Total Overtime Cost = \$4,632.21

Fireworks enforcement detail:

- Monday, July 4, 2022, 6 pm - Midnight:
  - (1) Police Sergeant – Supervisor
  - (7) Police Officers/Corporals
  - (1) Public Safety Dispatcher
  - Total Overtime Hours = 52
  - Total Overtime Cost = \$4,148.94

Total Cost for Freedom Festival	\$4,632.21
Total Cost for Fireworks Enforcement	\$4,148.94
Combined total:	\$8,781.15

**Recommended Action:**

Receive and file.



## Staff Report

**TO:** City Council

**FROM:** Kyle Warsinski, Economic Development Manager

**DATE:** July 19, 2022

**SUBJECT:** **Resolution: Approving the Closing of a Purchase and Sale Agreement for Certain Land Exempt from the Surplus Land Act (APNs: Portions of 418-190-004 and 418-190-005) with Orum Capital**

### Background and Analysis:

On August 3, 2021, City Council approved a Purchase and Sale Agreement with Orum Capital for portions of certain properties as described therein, for the sum of \$81,457.20. Upon execution of the agreement, staff initiated work to complete a lot line adjustment to reconfigure the City owned lots in order to meet the terms of the agreement. The lot line adjustment is being presented for City Council approval.

With the process nearing completion, the close of escrow on the property is quickly approaching. The attached resolution authorizes the City Manager or her designee to take any and all actions and execute any and all documents needed to consummate the transactions contemplated by the Purchase and Sale Agreement, including, but not limited to, executing the grant deed as contemplated by the Purchase and Sale Agreement and closing the escrow contemplated by the Purchase and Sale Agreement.

### Fiscal Impact:

The proposed purchase and sale agreements would generate \$81,457.20 in unobligated revenue to the general fund. Staff estimates annual general fund revenues from the property to be \$10,000 to \$20,000, which includes revenue from property tax, in-lieu Vehicle License Fees (VLF), and sales and use taxes.

### Recommended Action:

Waive the full reading and adopt by Title only "A Resolution of the City Council of the City of Beaumont, California, Approving the Closing of a Purchase and Sale Agreement for Certain Land Exempt from the Surplus Land Act."

**Attachments:**

- A. Resolution: Approving the Closing of a Purchase and Sale Agreement for certain land exempt from the Surplus Land Act.
- B. Purchase and Sale Agreement

**RESOLUTION 2022-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BEAUMONT, CALIFORNIA, APPROVING THE CLOSING OF A  
PURCHASE AND SALE AGREEMENT FOR CERTAIN LAND  
EXEMPT FROM THE SURPLUS LAND ACT**

**WHEREAS**, City is a general law city and a municipal corporation of the State of California; and;

**WHEREAS**, on August 3, 2021 the City authorized staff to enter into a Purchase and Sale Agreement a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference with Orum Capital for certain real property as described therein for the sum of Eighty One Thousand Four Hundred and Fifty Seven Dollars and twenty cents (\$81,457.20); and

**WHEREAS**, the Real Property was offered for sale pursuant to an exemption for landlocked land unsuitable for residential development under the Surplus Land Act (Government Code Section 54220 et seq.);

**WHEREAS**, the staff caused a Lot Line Adjustment to be recorded allowing the conveyance of the Real Property separate and apart from adjacent land; and

**WHEREAS**, the City Council now intends to authorize staff to consummate the transactions contemplated by the Purchase and Sale Agreement.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF  
BEAUMONT DOES RESOLVE, DECLARE AND DETERMINE AS FOLLOWS:**

**SECTION 1.** The City Council hereby ratifies the Purchase and Sale Agreement between the City of Beaumont and Orum Capital, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by this reference, subject to the terms and conditions stated therein.

**SECTION 2.** The City Council hereby authorizes and directs the City Manager, or her designee to take any and all actions and execute any and all documents needed to consummate the transactions contemplated by the Purchase and Sale Agreement, including, but not limited to, executing the Grant Deed as contemplated by the Purchase and Sale Agreement and closing the escrow contemplated by the Purchase and Sale Agreement.

**SECTION 3.** That this Resolution shall take effect immediately upon adoption by the City Council.

**PASSED, APPROVED AND ADOPTED** at the regular meeting of the City Council of the City of Beaumont, California, held on the \_\_\_\_ day of \_\_\_\_\_, 2021, by the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

CITY OF BEAUMONT CITY COUNCIL

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Lloyd White, Mayor

**ATTEST:**

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Nicole Wheelwright, City Clerk



**EXHIBIT "A"**

## PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This AGREEMENT is entered into effective as of August 3, 2021, by and between The City of Beaumont (“*Seller*”), and Orum Capital, a California corporation (“*Buyer*”), for acquisition by Buyer of certain real property hereinafter described.

### RECITALS

WHEREAS, Buyer is currently in escrow to acquire that certain real property identified as Assessor’s Parcel Number 418-190-003 (the “Adjacent Property”)

WHEREAS, Buyer desires to acquire all of Seller’s right, interest, and title in and to the real property (“*Property*”) located in the City of Beaumont, California, and is further identified in **Exhibit “A”** attached hereto and by this reference incorporated herein which is contiguous with the Adjacent Property; and

WHEREAS, the Property is not currently a legal parcel under the Subdivision Map Act and this Agreement calls for Property to be made a part of the Adjacent Property by means of a Lot Line Adjustment, after the Due Diligence and prior to Closing, as provided herein;

WHEREAS, the sale will be on an “as-is where-is” basis; and

WHEREAS, Seller desires to sell to Buyer and Buyer desires to buy said Property subject to the conditions and covenants set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows.

### SECTION 1 PURCHASE AND SALE

1.1 Property; Agreement to Purchase Property. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller that certain Property in accordance with the terms, covenants and conditions set forth in this Agreement and subject to the Recitals which are incorporated herein by this reference.

1.2 Purchase Price. The purchase price of the Property (“*Purchase Price*”) shall be the amount of Eleven Dollars per square foot based on the actual square footage as determined by the Lot Line Adjustment, referred to below, and which is estimated to be approximately Eighty One Thousand Four Hundred Fifty Seven Dollars and twenty cents (\$81,457.20).

1.3 Payment. The Purchase Price will be paid by federal wire transfer to Escrow Agent in immediately available funds in accordance with an estimated closing statement consistent with this Agreement, prepared by “*Escrow Agent*”, identified in **Section 9.7.1** below, and executed by Buyer and Seller (“*Closing Statement*”).

1.4 Amount and Deposit of Earnest Money. No later than 48 hours after both Buyer and Seller

have executed this agreement (“Effective Date”) , Buyer shall deposit with Escrow, an earnest money deposit in the amount of Eight Thousand Two Hundred Dollars (\$8,200.00) (hereinafter the “*Earnest Money*”). The Earnest Money shall be deposited in Escrow Agent’s non-interest bearing escrow/trust account pending disbursement pursuant to this Agreement. The sum of one hundred dollars (\$100.00) from the Earnest Money shall be nonrefundable and shall be paid to Seller in the event that Buyer cancels this Agreement in accordance with **Section 4**.

**SECTION 2  
ESCROW**

2.1 Establishment of the Escrow. An escrow for this transaction (“*Escrow*”) shall be established with Escrow Agent, and Escrow Agent shall be engaged to administer the Escrow. The Escrow shall continue in effect until the earlier of the date that (a) Buyer has purchased the Property or (b) this Agreement terminates.

2.2 Opening and Closing of Escrow. Immediately after the execution of this Agreement by both Buyer and Seller, Seller will deliver a fully executed copy of this Agreement to Escrow Agent. The Closing of Escrow shall take place on the date Escrow Agent (i) is irrevocably committed to issue the Title Policy to Buyer pursuant to **Section 5.3**, and (ii) disburses proceeds of the sale to Seller in accordance with the approved Closing Statement. The date for the Closing (“*Closing Date*”) shall be on the date ten (10) days after Buyer has obtained approval from the City of Beaumont of a conditional use permit and plot plan for a drive through restaurant with a building area of approximately 2,000 square feet (“Buyer’s Entitlements”) and building permit on the Adjacent Property currently under escrow by Buyer but no later than 180 days after the Buyer’s approval of the Due Diligence as such one hundred and eighty (180) days may be extended under Section 2.3.

2.3 Buyer’s Entitlements. Buyer will submit to the City of Beaumont complete applications on City’s application forms along with all required applications fees and other amounts for Buyer’s Entitlements no later than the expiration of the Due Diligence Period. The Buyer shall comply with all laws applicable to the development of the Property for Buyer’s Project, including, without limitation, the City’s Municipal Code. Buyer will pay when due all fees pertaining to the review and approval of Buyer’s Entitlements. The City shall not be responsible to build and infrastructure improvements related to the Property and Buyer’s Entitlements. If Buyer fails to so apply for Buyer’s Entitlements by the expiration of the Due Diligence Period, this Agreement shall automatically terminate and Buyers Earnest Money will be returned to Buyer. If Buyer submits the completed applications for Buyer’s Entitlements as aforesaid but has not obtained Buyer’s Entitlements and related environmental review within one hundred and eighty (180) days after expiration of the Due Diligence Period, subject to any extension granted by City, Buyer or Seller may terminate this Agreement instruct Escrow to return Buyers’ Earnest Money to Buyer, and the parties shall have no further obligations to one another. However, if after such one hundred and eighty (180) days from the expiration of Due Diligence Buyer has not obtained Buyer’s Entitlements and if Buyer has been and continues to diligently and continuously seek Buyer’s Entitlements in good faith at all times, then upon the written request of Buyer, Seller may extend the time within which the Closing may occur by thirty (30) days on up to six separate occasions for a maximum total of 180 days. If Buyer does not request any such extension, this Agreement shall terminate and Buyer and Seller shall have no further

obligations to one another. Seller shall have no obligation to approve Buyer’s Entitlements, but shall review the same in accordance with applicable laws, the Beaumont Municipal Code and city policies in the same manner and subject to the same requirements as other applicants. Seller will have no liability to Buyer if Buyer fails to obtain Buyer’s Entitlements. The forgoing provisions of this Section 2.3 shall only apply to the Buyer Entitlements as defined above. If Buyer wishes to seek entitlements that are different from the Buyer Entitlements at any time, Buyer must obtain the advanced written consent otherwise this Agreement will terminate.

2.4 Acceptance of Escrow; Execution Date. By accepting this Escrow, Escrow Agent agrees to the terms of this Agreement solely as they relate to the duties of Escrow Agent. As soon as practical after the receipt of this Agreement, Escrow Holder shall ascertain the Execution Date and advise the Parties and Brokers, in writing, of the date ascertained.

2.5 Escrow Instructions. This Agreement constitutes escrow instructions to Escrow Agent. If Escrow Agent requires the execution of its standard form printed escrow instructions, Buyer and Seller agree to execute those instructions; however, those instructions will be construed as applying only to Escrow Agent’s engagement. If there are conflicts between the terms of this Agreement and the terms of the Escrow Agent’s standard form printed escrow instructions, the terms of this Agreement will control.

2.6 Escrow Cancellation Charges. If Escrow fails to close because of Seller’s default, Seller will pay all customary escrow cancellation charges. If Escrow fails to close because of Buyer’s default, or for any other reason, Buyer shall pay all customary escrow cancellation charges.

**SECTION 3  
INFORMATION SECURED BY BUYER**

3.1 Seller Deliverables. Within Two (2) days of the Effective Date, Buyer shall obtain, or cause to be obtained and provided to Seller, the following:

3.1.1 Preliminary Title Report. A current preliminary title report (the “*Title Report*”) for the Property prepared by Escrow Agent along with copies of all documents referenced therein. The Title Report will be updated after the recordation of the LLA.

3.1.2 Buyer is advised that Seller does cannot locate an environmental report or survey for the Property.

**SECTION 4  
MATTERS RELATING TO THE ESCROW PERIOD**

4.1 Title and Survey Review.

4.1.1 Survey and Lot Line Adjustment. Seller shall cause the recordation of a Lot Line Adjustment (“LLA”) at the Closing whereby the Property is made part of the Adjacent Property with such efforts to commence no later than within fifteen (15) days after the Buyer approves the Title and Due Diligence under Section 4.1.3 and 4.3. Upon demand Buyer shall pay or deposit with Seller one half of the surveying and fees for creating such separate legal parcel as determined by the Seller as a condition precedent to the Closing. Buyer’s cost shall not exceed

\$5,000.00. Should the Buyer fail to pay or deposit such amount or amounts upon demand by Seller, Seller shall have the right to terminate this agreement and retain Buyer’s Deposit provided that it gives Buyer at least ten (10) days written notice and Buyer fails to cure such default prior to the expiration of the ten day period.

4.1.2 Buyer and Seller agree that if Buyer approves title to the Property and its Due Diligence, Buyer may obtain an ALTA survey of the Property (or cause the survey for the LLA to be sufficiently revised at its sole cost) (the “*Survey*”) at no cost to Seller provided that doing so does not delay the Closing. In the event Buyer obtains an ALTA survey, Buyer shall deliver a copy of the Survey to Seller and Escrow Agent promptly following its receipt of the same. In the event that escrow fails to close for any reason not due to the default of Seller, Buyer will assign and deliver the ALTA survey and any other documents produced in connection with its due diligence to Seller simultaneously with the termination of the Escrow.

4.1.3 Title Review; Cure. Buyer will have thirty (30) days from the Effective Date (the “*Title Review Period*”) to approve or disapprove any title matters disclosed by the Title Report. If Buyer is dissatisfied with any exception to title as disclosed in the Title Report, in Buyer’s sole and arbitrary discretion, then Buyer may, by giving notice to Seller and Escrow Agent within the Title Review Period (“*Buyer’s Objection Notice*”), either:

(a) Terminate this Agreement, in which case the Earnest Money shall be returned to Buyer; or

(b) Provisionally accept title subject to Seller’s removal of any disapproved matters, exceptions or objections (the “*Disapproved Items*”), in which case Seller may, within five (5) days following receipt of Buyer’s Objection Notice (the “*Title Cure Period*”), agree to remove some or all of the Disapproved Items prior to Closing or obtain endorsements to the Title Policy in form satisfactory to Buyer insuring against the Disapproved Items, by giving Buyer written notice (“*Seller’s Cure Notice*”) of the specific Disapproved Items which Seller agrees to so remove or endorse over (the “*Cure Items*”). If, during the Title Cure Period, Seller does not timely agree to remove or endorse over all of the Disapproved Items, then, at Buyer’s election by written notice given within five (5) days following expiration of the Title Cure Period (i) this Agreement will be terminated and the Earnest Money refunded to Buyer, or (ii) Buyer may waive the Disapproved Items that Seller elected not to agree to remove or endorse over, and such matters shall be deemed Approved Title Exceptions, as defined in **Section 4.1.3(d) below**. If, within such 5-day period, Buyer fails to waive in writing the Disapproved Items that Seller elected not to agree to remove or endorse over, Buyer will be deemed to have elected to terminate this Agreement.

(c) Title to the Property will be conveyed to Buyer at the Closing subject only to the Approved Title Exceptions as defined below. Notwithstanding anything in this Agreement to the contrary, Seller agrees that title to the Property shall, at Closing, be free and clear of all monetary liens and encumbrances (other than the lien for current real property taxes and assessments not yet due and payable), including, but not limited to, any deeds of trust or mechanics liens, and all of such liens and encumbrances are hereby deemed to be Cure Items for the purposes of this **Section 4.1**, and Buyer need not give any Buyer’s Objection Notice as to those items. Seller agrees that all such monetary liens and encumbrances, regardless of the amount, will be released from the Property by Seller at Seller’s sole expense on or before the Closing.

(d) If Buyer does not (1) accept in writing the condition of title in whole, or (2) accept title provisionally as set forth in in **Section 4.1.3(b)**, as disclosed by the Title Report within the Title Review Period, the Title Report shall be deemed disapproved by Buyer and this Agreement shall automatically terminate, and upon such termination, the Earnest Money shall be returned to Buyer. For purposes of this Agreement “*Approved Title Exceptions*” means:

(i) non-delinquent real property taxes and assessments due and payable in the fiscal tax year in which the Closing occurs (which shall be prorated at Closing pursuant to **Section 6.2.4 below**);

(ii) those matters approved or deemed approved by Buyer in accordance with this **Section 4.1** which are disclosed in the Title Report (other than the “standard exceptions”) and the Survey, if obtained by Buyer; and

(iii) any other matters approved by Buyer in writing.

(e) Any requirements specified in the Title Report for the issuance of the Title Policy, together with any other requirements imposed by Escrow Agent on either or both Buyer or Seller for the issuance of the Title Policy, to the extent they are reasonable and customary in Riverside County, California, are referred to herein as the “*Title Requirements*”.

**4.2 Buyer’s Right to Enter and Inspect the Property.** From time to time following the Effective Date, Buyer and/or Buyer’s representatives, contractors, and agents may enter the Property to examine the Property, to conduct non-invasive tests, inspections, studies.

**4.2.1 Buyer Restoration and Indemnity.** Buyer will restore any material physical damage to the Property caused by Buyer, and will indemnify, defend and hold harmless Seller and Seller’s public officials, Council Members and employees (“Related Parties”) from, and against any Claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including reasonable attorneys’ fees and court costs caused by Buyer (unless resulting from Seller’s or its Related Parties’ negligent acts or omissions or willful misconduct) and this indemnity will survive the Closing or the termination of this Agreement. In addition, in the event Buyer and/or Buyer’s representatives enter the Property they will maintain comprehensive general liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and provide a certificate of insurance showing Seller as an additional insured thereon prior to entering the Property.

**4.3 Investigation Contingency.** Buyer shall have until expiration of the Title Review Period to complete the Buyer’s inspections and approve or disapprove any and all aspects of the Property (“Due Diligence Period”). Buyer’s failure to timely approve or disapprove shall be deemed disapproval of all aspects of the Property. If Buyer disapproves the Property prior to the expiration of the Due Diligence Period, this Agreement shall terminate, and upon such termination the Earnest Money shall be returned to Buyer.

## SECTION 5 CLOSING DOCUMENTS; TITLE POLICY

5.1 Seller's Closing Documents. No later than 48 hours before the Closing Date, Seller will deposit the following documents into the Escrow for delivery at the Closing, each of which will have been duly executed, endorsed and, where appropriate, acknowledged, and will be in form and substance reasonably satisfactory to Buyer, Buyer's legal counsel and Escrow Agent:

5.1.1 Closing Statement. Approval of the estimated Closing Statement.

5.1.2 FIRPTA Affidavit. An affidavit, signed and acknowledged by Seller under penalty of perjury, certifying that Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of Section 1445 and 7701 of the Internal Revenue Code of 1986 and the associated Treasury Regulations.

5.1.3 California Withholding Certificate. A duly executed California Franchise Tax Board ("*FTB*") Form 593-C Withholding Certificate and such other documents if required by Escrow Agent in order to comply with California withholding requirements.

5.1.4 Additional Documents. Such other documents as may be necessary, appropriate or reasonably required by Escrow Agent to transfer and convey the Property to Buyer and to otherwise close this transaction and issue the Title Policy to Buyer in accordance with the terms of this Agreement.

5.2 Buyer's Closing Deliveries. No later than 24 hours before the Closing Date, Buyer will deposit into the Escrow the following funds and documents for delivery to Seller at the Closing, each of which, where appropriate, will have been duly executed and acknowledged and will be in form and substance satisfactory to Seller and Seller's legal counsel and Escrow Agent:

5.2.1 Closing Statement. Approval of the estimated Closing Statement.

5.2.2 Preliminary Change of Ownership Report. A Preliminary Change of Ownership Report as required by law.

5.2.3 Additional Documents. Such other documents as may be necessary, appropriate or reasonably required by Escrow Agent to close this transaction in accordance with the terms of this Agreement.

5.2.4 Buyer's Closing Funds. The cash portion of the Purchase Price, less the Earnest Money, plus Buyer's Closing costs in accordance with the approved Closing Statement, will be paid at Closing by federal wire transfer to Escrow Agent in immediately available funds.

5.3 Title Policy. Closing is contingent upon Escrow Agent's issuance of the Title Policy. Seller, at Seller's expense, will satisfy all of Escrow Agent's Title Requirements (as defined in 4.1.3(e) above) for issuance of the Title Policy other than those, if any, within Buyer's control or those which Buyer is obligated to satisfy under this Agreement. Buyer, at Buyer's expense, will satisfy all of Escrow Agent's Title Requirements for issuance of the Title Policy other than

those, if any, which Seller is obligated to satisfy under this Agreement. If the Title Policy is issued against any portion of the Adjacent Property, Buyer shall be responsible for the cost of and any exceptions to coverage the Title Policy attributable to the Adjacent Property. Seller will only be responsible for assuring there are no monetary liens or encumbrances on the Property, and shall not be responsible for any exception to coverage related to the Adjacent Property.

**SECTION 6  
CLOSING THE TRANSACTION**

6.1 Closing Deadline. The Closing shall occur on or before the Closing Date.

6.2 Closing Costs and Prorations.

6.2.1 Escrow Fees. Seller and Buyer will each pay one-half (1/2) of the Escrow fees.

6.2.2 Title Insurance Fees. Seller will pay the premium for a ALTA standard coverage owner’s Title Policy and Buyer shall pay the portion of the Title Policy premium attributable to upgrading to ALTA extended coverage, the cost of any endorsements, if requested by Buyer.

6.2.3 Recording Fees. Seller will pay the recording fees for recording the Grant Deed, the documentary transfer tax.

6.2.4 Prorations. Seller is responsible for paying all taxes, assessments, fees, and other charges for years prior to the year of Closing and any supplemental taxes attributable to periods prior to Closing, if any. All such items due and payable in the year of the Closing will be prorated in Escrow as of Closing, based upon the most current information then available to Escrow Agent.

6.2.5 Miscellaneous Closing Costs. Any other closing costs not otherwise expressly provided for in this Agreement will be paid by Buyer and Seller as they shall mutually agree or, in the absence of such agreement, according to the usual and customary practice in Riverside County, California.

6.3 Seller’s Obligation to Deposit Additional Funds. Seller hereby authorizes Escrow Agent to use so much of the proceeds otherwise payable to Seller at Closing as is necessary to pay all costs and other amounts payable by or otherwise chargeable to Seller pursuant to this Agreement.

6.4 Buyer’s Obligation to Deposit Additional Funds. On or before the Closing Date, Buyer will deposit with Escrow Agent cash in an amount sufficient to pay all costs and other amounts payable by or otherwise chargeable to Buyer pursuant to this Agreement.

**SECTION 7  
ADDITIONAL COVENANTS**

7.1 Possession. At the Closing, Seller shall deliver possession of the Property to Buyer.

7.2 Risk of Loss. Except as to any matter caused by the act, omission, negligence or willful



misconduct of a party hereunder, in which cases such party shall be responsible; except as provided in **Section 4.2** and **Section Error! Reference source not found.**; and subject to the express indemnities contained in this Agreement with respect to the Property, the risk of loss or damage to the Property and all liability to a Third Party will be with the party that owns fee simple title to the Property at the time the loss, damage or liability is suffered or incurred. In the event of loss or damage to the Property prior to the Closing, the parties agree that if such loss is greater than ten percent (10%) of the Purchase Price, Buyer shall have the right, but not the obligation, to terminate this Agreement in which event Buyer shall be entitled to a return of its Earnest Money. Alternatively, Buyer may proceed to the Closing with no reduction in the Purchase Price and accept the Property in its then current condition subject to such loss or damage. In the event the loss or damage to Property is less than ten percent (10%) of the Purchase Price, Seller may repair the damage prior to the Closing. In the event Seller does not make the repairs to Buyer's reasonable satisfaction, Buyer shall be entitled to a reduction in the purchase price or an assignment of insurance proceeds, if any, in an amount equal to the loss or damage.

**7.3 Condemnation.** If all or any portion of the Property is condemned (or sold and conveyed in lieu of condemnation) prior to the Closing or if such a condemnation proceeding is commenced or threatened prior to Closing, Seller shall notify Buyer in writing (a "**Condemnation Notice**") and Buyer may terminate this Agreement by giving written notice of termination to Seller within ten (10) days following receipt of a Condemnation Notice. If Buyer elects to terminate pursuant to this **Section 7.3** the Earnest Money will be returned to Buyer and the Agreement will be canceled. If Buyer does not elect to terminate pursuant to this Section then (i) this Agreement shall continue in effect, (ii) Seller shall not settle or compromise any condemnation or convey any portion of the Property in lieu of condemnation without Buyer's prior written consent, (iii) if Closing occurs Buyer will receive all awards or payments made by the condemning authority to which Seller would otherwise be entitled and (iv) to the extent Seller receives an award with respect to the Property prior to Closing, Seller shall pay the entire award to Escrow Agent to be held in Escrow pending (i) the Closing, in which case the award shall be applied to the Purchase Price due at Closing and paid to Seller, or (ii) in the event of termination of this Agreement the award shall be disbursed to Seller. Seller shall notify Buyer of any notice it receives pertaining to eminent domain, taking, condemnation of the Property.

**7.4 Brokerage.** Buyer and Seller each represent and warrant that they have not engaged the services of any broker, agent or other Person entitled to receive a commission, finder's fee or other such compensation in connection with the execution of this Agreement or the consummation of the transactions contemplated by this Agreement. If any other Person asserts a claim to a finder's fee, brokerage commission or other compensation on account of alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming will indemnify, defend and hold the other party and the other party's Related Parties harmless for, from, and against any Claims related thereto. This indemnity will survive the Closing or the termination of this Agreement.

**7.5 Property Sold "As Is".**

**7.5.1 Limitation of Seller Representations and Warranties.** Except for Seller's express representations and warranties set forth in this Agreement, Seller hereby specifically disclaims

any warranty (oral or written) or obligation to disclose information concerning: (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses that Buyer elects to conduct thereon; (ii) the manner, construction, condition and state of repair or lack of repair of any improvements on the Property; (iii) the compliance of the Property with any laws, rules, ordinances or regulations of any government or other body; and (iv) the content or accuracy of any documents or materials delivered by Seller to Buyer. Buyer is relying solely upon, and will have conducted, its own, independent inspection, investigation and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller, including, without limitation, an analysis of any and all matters concerning the condition of the Property and its suitability for Buyer's intended purposes, and a review of all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, taxes, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property. If the Buyer discovers any material information regarding the Property that is different than what has been represented by Seller or that was not disclosed by Seller, Buyer as its sole and only remedy shall have the right terminate this Agreement and recover its Earnest Money. *Except for Seller's express representations and warranties set forth in this Agreement* (i) the sale of the Property is made on a strictly "AS IS", "WHERE IS", "WITH ALL FAULTS" basis as of the date of Closing, and (ii) Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of quantity, quality, condition, habitability, merchantability, suitability or fitness for a particular purpose of the Property, any improvements located thereon or any soil or environmental conditions related thereto.

**7.5.2 Buyer Waiver and Release.** Buyer specifically acknowledges that Buyer is not relying on (and Seller hereby disclaims and renounces) any representations or warranties made by or on behalf of Seller of any kind or nature whatsoever, except for those particular representations and warranties expressly provided in this Agreement. Except for Claims related to breach of Seller's express representations and warranties in this Agreement, Buyer, for Buyer and Buyer's successors and assigns, hereby releases Seller from, and waives any and all Claims and liabilities against Seller for, related to, or in connection with, any environmental or physical condition at the Property (or the presence of any matter or substance relating to the environmental condition of the Property), including, but not limited to, Claims and/or liabilities relating to (in any manner whatsoever) any Hazardous Substances, toxic or dangerous materials or substances located in, at, about or under the Property, or for any and all Claims or causes of action (actual or threatened) based upon, in connection with, or arising out of any Environmental Law, or any other claim or cause of action including any federal or state based statutory, regulatory or common law cause of action related to environmental matters or liability with respect to, or affecting, the Property. Buyer represents to Seller that Buyer has conducted, or will conduct prior to Closing, such investigations of the Property, including but not limited to, the physical and environmental conditions thereof, as Buyer deems necessary to satisfy itself as to the condition of the Property and the existence or nonexistence of, or curative action to be taken with respect to, any Hazardous Substances or toxic substances on or discharged from the Property, and will rely solely upon same and not upon any information provided by, or on behalf of, Seller, its agents and employees with respect thereto. Hazardous Substance means any chemical, substance, medical or other waste, living organism or combination thereof which is or may be hazardous to the environment or human or animal health or safety due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties

or effects. For purposes of this Agreement “Hazardous Substance” shall include, but not be limited to, petroleum hydrocarbons, including crude oil or any fraction thereof, asbestos, radon, polychlorinated biphenyls (PCBs), methane and all substances which now or in the future may be defined as “hazardous substances,” “hazardous wastes,” “extremely hazardous wastes,” “hazardous materials,” “toxic substances,” “infectious wastes,” “biohazardous wastes,” “medical wastes,” “radioactive wastes” or which are otherwise listed, defined or regulated in any manner pursuant to any Environmental Laws.

Buyer further agrees that in the event Buyer obtains, from former or present owners of the Property or any other persons or entities, releases from liability, indemnities, or other forms of hold harmless relating to the subject matter of this section, Buyer shall use its diligent efforts to obtain for Seller the same releases, indemnities and other comparable provisions.

For purposes of this Section, the following terms shall have the following meanings.

(a) “Environmental Claim” means any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party, including, without limitation, any governmental entity, relating to the Property or its operations and arising or alleged to arise under any Environmental Law.

(b) “Environmental Cleanup Liability” means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Substances on or under all or any part of the Property, including the ground water thereunder, including, without limitation, (A) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (B) any cost, expense, loss or damage incurred with respect to the Property or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

(c) “Environmental Compliance Cost” means any cost or expense of any nature whatsoever necessary to enable the Property to comply with all applicable Environmental Laws in effect. “Environmental Compliance Cost” shall include all costs necessary to demonstrate that the Property is capable of such compliance.


(d) “Environmental Law” means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (A) pollution or protection of the environment, including natural resources, (B) exposure of persons, including employees, to Hazardous Substances or other products, raw materials, chemicals or other substances, (C) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities, or (D) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

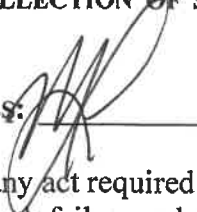
Notwithstanding any other provision of this Agreement, Buyer's release and indemnification as set forth in the provisions of this Section, as well as all provisions of this Section, shall survive the termination of this Agreement and shall continue in perpetuity.

**SECTION 8  
REMEDIES**

8.1 Seller's Remedies. If the Closing does not occur due to any default by Buyer, then Seller shall provide Buyer and Escrow Agent with written notice specifying the nature of Buyer's Default. If Buyer has not cured the default within five (5) days after receipt of Seller's notice, then Seller shall have the right as Seller's sole and exclusive remedy to terminate this Agreement by giving written notice of cancellation to Buyer and Escrow Agent and the Earnest Money shall be paid to Seller with no further instruction to Escrow Holder from Buyer.

**BUYER AND SELLER HEREBY AGREE THAT IF SELLER TERMINATES THIS AGREEMENT DUE TO BUYER'S DEFAULT, THEN IN SUCH EVENT THE EXACT AMOUNT OF SELLER'S DAMAGES WOULD BE EXTREMELY DIFFICULT TO ASCERTAIN AND THEREFORE THE EARNEST MONEY DEPOSITED INTO ESCROW SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CIVIL CODE AND SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF BUYER'S DEFAULT SHALL BE LIMITED TO TERMINATION OF THIS AGREEMENT AND COLLECTION OF SUCH LIQUIDATED DAMAGES.**

BUYER'S INITIALS: 

SELLER'S INITIALS: 

8.2 Buyer's Remedies. If Seller fails to perform when due any act required by this Agreement to be performed or otherwise breaches this Agreement and such failure or breach continues for a period of thirty (30) days after Seller receives written notice thereof, then, Buyer may as its sole and only remedy terminate this Agreement and the Escrow, such cancellation to be effective immediately upon Buyer giving written notice of cancellation to Seller and Escrow Agent, and the entire Earnest Money shall be returned to Buyer and the parties shall have no further liability to one another. Buyer hereby waives the rights and remedies not specifically provided to Buyer under this Section 8.2 including, but not limited to actual damages, consequential damages and specific performance.

**SECTION 9  
GENERAL PROVISIONS**

9.1 Assignment. This Agreement may not be assigned in whole or part without the express written consent of both parties. However, Buyer shall have the right to assign this Agreement to an affiliated entity to be formed by Buyer, without Seller's written consent, by providing notice to Seller provided that the original party shall remain liable hereunder. Subject to the forgoing, this Agreement may only be assigned to a person or entity which owns fee title to the Adjacent Property.

9.2 Binding Effect. The provisions of this Agreement are binding upon and will inure to the benefit of the parties and their respective heirs, personal representatives, successors and

permitted assigns, including, without limitation, all members of Seller irrespective of any dissolution of Seller after execution of this Agreement or after consummation of a Closing.

9.3 Attorneys' Fees. If any action is brought by either party in respect to its rights under this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and court costs as determined by the court.

9.4 Waivers. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver be a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver will in no way excuse the other party from the performance of any of its other obligations under this Agreement.

9.5 Construction. This Agreement will be construed according to the laws of the State of California, without giving effect to its conflict of laws principles. References in this Agreement to "Sections" are to the Sections in this Agreement, unless otherwise noted. This Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if both parties had an equal role in its negotiation and preparation.

9.6 Time of the Essence. Time is of the essence of this Agreement.

9.7 Notices.

9.7.1 Any demand, notice or communication required or permitted to be given under this Agreement must be in writing and is deemed given on (a) the day personally delivered, (b) the third business day after the date of mailing by certified or registered first class mail, postage prepaid, return receipt requested, or (c) one business day after accepted for next business day delivery by a national commercial delivery service which provides package tracking services ("**Overnight Delivery**"), or (d) when transmitted by e-mail or telephone facsimile (provided that such Notice is confirmed on the same day by sending a copy to the addressee(s) by Overnight Delivery), in each case addressed to the parties at their respective addresses set forth below (or to such other address as the Parties hereto may designate by notice in the manner set forth herein). Notices which are rejected or refused or which cannot be delivered because of changed address of which no notice was given shall be deemed delivered.

Notice to Seller shall be sent to:

City of BEAUMONT  
Attn: City Manager  
Beaumont Civic Center  
550 E. Sixth St.  
Beaumont, CA 92223  
Email: tparton@beaumontca.gov

Notice to Buyer shall be sent to:

Orum Capital  
 Attn: Jonathan Hanasab  
 606 S. Olive Street, #1030  
 Los Angeles, CA 90104  
 Email: [Jonathan@orumcapital.com](mailto:Jonathan@orumcapital.com)  
 Tel: 213-514-5201

Notice to Escrow Agent shall be sent to:

Commerce Escrow  
**Raul Zuniga** | *Escrow Officer II - Commercial*  
 1055 Wilshire Blvd Suite 1000, Los Angeles, CA 90017  
 General Line (213) 484-0855x4016  
 Fax: 213-484-0417 / eFax: 213-201-5191

Each party may change their address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

9.8 Further Documentation. Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

9.9 Time Periods. Except as expressly provided for in this Agreement, the time for performance of any obligation or taking any action under this Agreement will be deemed to expire at 5:00 p.m. (California time) on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action will be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday. Any reference in this Agreement to “days” shall mean calendar days unless the Agreement expressly states “business” days.

9.10 No Third Party Beneficiary. No term or provision of this Agreement is intended to, or shall, be for the benefit of any Person not a party hereto and no such Person shall have any right or cause of action hereunder.

9.11 Headings and Counterparts. The headings of this Agreement are for purposes of reference only and will not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument.

9.12 Entire Agreement. This Agreement, which includes the Exhibits constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral

or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement will be binding unless in writing and executed by Buyer and Seller.

9.13 Counterparts and Facsimile Signatures. This Agreement may be executed in any number of counterparts and via physical signature or Docusign, Cudasign or a similar electronic signature application, each of which shall be deemed an original, and facsimile copies or photocopies of any such signatures shall be as valid as originals.

9.14 Limited Consent to Apply for Entitlements. Seller hereby authorizes Buyer to submit the application for the Entitlements relative to the Property during the term of this Agreement. Upon the termination of this Agreement in the absence of the Closing, this consent shall immediately terminate relative to the Property as will any Entitlement or building permit that may have been issued as it applies to the Property only.

9.15 Effect of Escrow. Buyer's rights under this Agreement shall remain in effect only so long as the escrow for the Adjacent Property is pending or the escrow closes. If the escrow and underlying contract for the Adjacent Property terminates for any reason Buyer will notify Seller in writing within 48 hours of the termination, this Agreement will terminate and Buyer's Earnest Money will be returned to Buyer and the Buyer and Seller shall have no further obligations to one another.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

**SELLER:**  
CITY OF BEAUMONT  
By: [Signature]  
Its: MAYOR  
Date: 8/17/21

**BUYER:**  
ORUM CAPITAL  
By: [Signature]  
Date: 7/15/2021

ATTEST:  
[Signature]  
Nicole Wheelright, Deputy City Clerk

APPROVED AS TO FORM:  
SBEMP LLP  
[Signature]  
John O. Pinkney, City Attorney

**ACCEPTED AND AGREED TO SOLELY  
FOR PURPOSES OF ACTING AS  
ESCROW AGENT:**

By: \_\_\_\_\_



**EXHIBIT A**

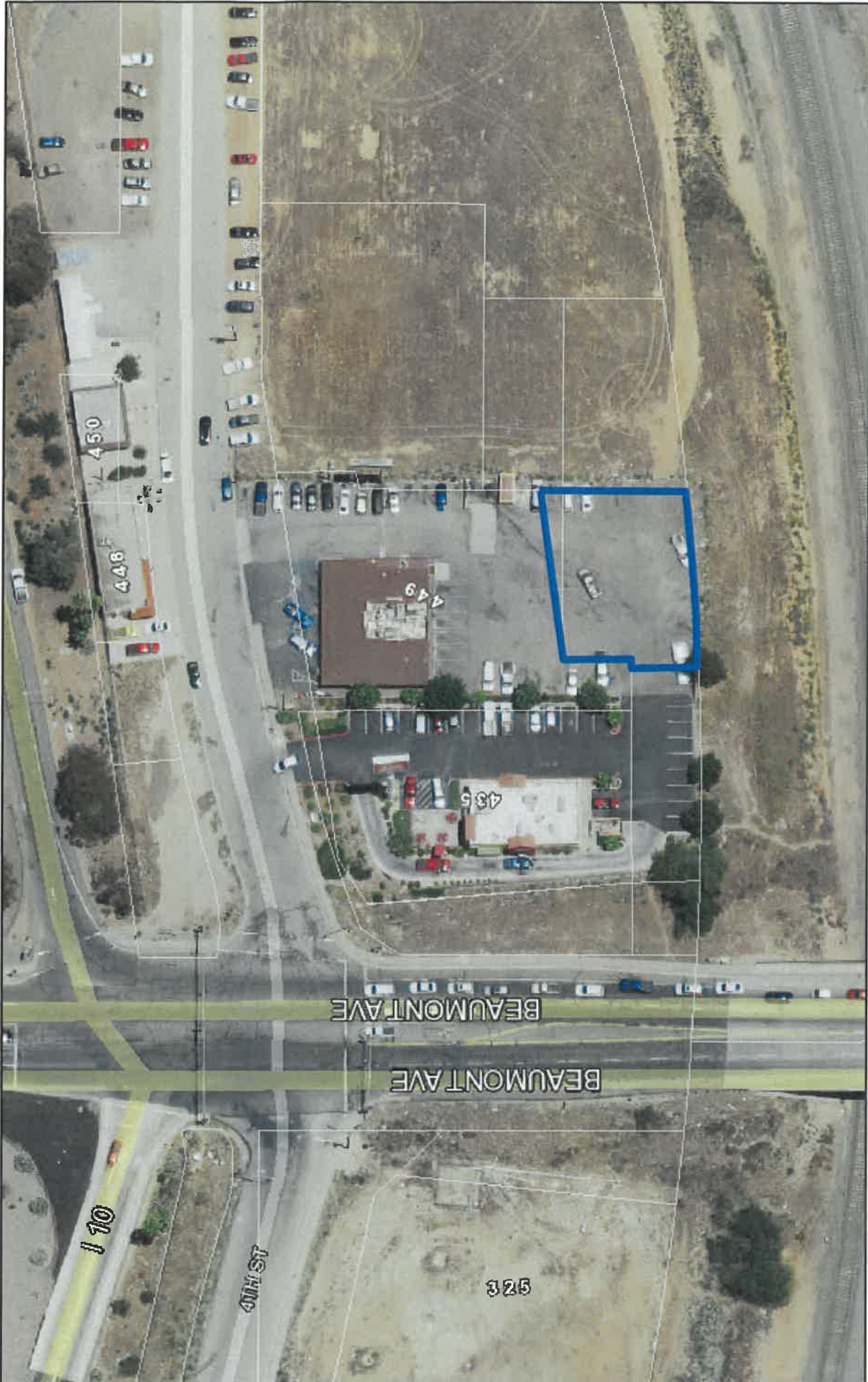
**LEGAL DESCRIPTION OF THE PROPERTY**

Approximately .17 acres of real property being portions of APN's 418-190-004 and 418-190-005 in the City of Beaumont, County of Riverside, State of California, generally and approximately described as follows:

**SEE DIAGRAM ATTACHED HERETO**

Upon recordation of LLA, as defined in this Agreement, by Seller the Property description shall be deemed to be the description in the LLA.

# City of Beaumont



7/26/2021, 4:01:56 PM

1:1,128

Parcels

Minor Streets

Labels

Parcel Labels

Highways/Major Streets

City Boundary

0 0.01 0.03 0.05 mi

0 0.01 0.03 0.05 km

Item 12.

City of Beaumont



## Staff Report

**TO:** City Council

**FROM:** Kyle Warsinski, Economic Development Manager

**DATE:** July 19, 2022

**SUBJECT:** **Resolution: Approving the Sale of Surplus Land (APNs 418-190-007, 418-140-028, 418-140-029, and Portions of 418-190-004 and 418-190-005)**

### Background and Analysis:

The City of Beaumont owns property along Fourth Street, east of Beaumont Avenue/State Route 79, and is identified as Assessor's Parcel Numbers 418-190-006, 418-190-007, 418-140-028, 418-140-029, and portions of 418-190-004 and 418-190-005.

On December 7, 2021, the City Council approved a resolution declaring the properties listed in the Purchase and Sale Agreement as surplus land. On December 8, 2021, the City of Beaumont published a Notice of Availability in compliance with the Surplus Land Act. During the required 60-day notice period the City received no interest from affordable housing developers or other public agencies. On May 31, 2022, the City provided a Notice of Disposition to the State Department of Housing and Community Development (HCD). On a letter dated June 14, 2022, HCD approved the disposition of the properties and permits the sale of the properties in compliance with the Surplus Land Act (Attachment A). The Purchase and Sale Agreement contains a land use covenant which will be recorded on the land prior to the close of escrow consistent with the requirements of the Surplus Land Act.

The City Council authorized the City Manager to negotiate the sale of these properties to an interested buyer.

Section 3.03.020 of the Beaumont Municipal Code prescribes the process to dispose of real property. That section reads as follows:

*The duties of the Purchasing Officer shall include the disposition of real property in any lawful manner provided that the sale is for the common benefit of the City's citizens.*

*The City Planning Commission shall prepare a report that indicates that disposition of the property conforms with the General Plan. A formal declaration that the property is surplus shall not be required.*

On November 19, 2019, the Beaumont Planning Commission held a public hearing and voted to approve to receive and file the staff report indicating the disposition of the property is in conformance with the Beaumont General Plan.

### **Analysis:**

The subject site consists of approximately 2.15 acres of vacant commercial land. The property is zoned Community Commercial and is designated as Community Commercial in the General Plan. The property can also be seen in the following materials attached to this staff report:

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

As described above, the duties of the Purchasing Officer shall include the disposition of real property in any lawful manner provided that the sale is for the common benefit of the City's citizens. The sale of the property to the interested developer shall serve multiple benefits to the citizens of the City.

The potential buyer, 5th Street Development, LLC desires to purchase, entitle, and develop the property into a retail and service commercial development. The project will provide a potential for eating, shopping and service outlets for Beaumont residents and travelers passing by on the Interstate 10 Highway. A commercial project at this location will have opportunity to generate sales and use taxes which are placed in the general fund to help pay for critical City services. The development of these properties will also generate property tax revenue.

The purchase and sale agreement were prepared based on completed negotiations between the City Manager and the buyer. Main deal points contained within the agreement are as follows:

- **Total Purchase price: \$1,211,150**
- Opening of escrow deposit: \$65,000
- 180 days investigation "due diligence" period

- Allowance for up to three (3) 30-day extensions to the investigation period. The buyer shall pay \$5,000 per extension

The property was appraised in September 2019. The buyers offer to purchase the property is at or above fair market value.

**Fiscal Impact:**

The proposed purchase and sale agreements would generate \$1,211,150 in unobligated revenue to the general fund. Staff estimates annual general fund revenues from the property to be \$30,000 to \$40,000, which includes revenue from property tax, in-lieu Vehicle License Fees (VLF), and sales and use taxes.

**Recommended Action:**

Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont, California, Approving the Sale of Surplus Land."

**Attachments:**

- A. HCD Approval to dispose letter
- B. 4<sup>th</sup> Street Properties – General Plan
- C. 4<sup>th</sup> Street Properties – Zoning Map
- D. Aerial 4<sup>th</sup> Street Properties
- E. Purchase and Sale Agreement
- F. Resolution – Approving the Sale of Surplus Land

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500  
Sacramento, CA 95833  
(916) 263-2911 / FAX (916) 263-7453  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



June 14, 2022

Kyle Warsinski, Economic Development Manager  
City of Beaumont  
550 East 6th Street  
Beaumont, CA 92223

Dear Kyle Warsinski:

**RE: Written Comments Regarding the City of Beaumont's Surplus Land Disposition Documentation for the Properties at Fourth Street (APNs 418-140-28 and 29; 418-190-004 through 007).**

Thank you for submitting your surplus land documentation, on behalf of the City of Beaumont (City), for review by the Department of Housing and Community Development (HCD). We received your complete documentation on May 31, 2022. This letter constitutes HCD's initial written comments pursuant to Government Code section 54230.5 of the Surplus Land Act (SLA), for the properties located at APNs 418-140-28 and 29; 418-190-004 through 007, including provisional permission to proceed with the sale or lease.

According to your letter and included documents, a Resolution declaring the property to be surplus was issued on December 7, 2021, and Notices of Availability (NOA) were sent to all the required entities on December 8, 2021. During the required 60-day period, no affordable housing entity expressed interest in the properties. The City has also enclosed a draft affordability covenant to be recorded against the properties.

If the submitted documentation is complete and accurate, HCD determines that you have met all the requirements under the SLA for the purposes of disposing of the surplus land located at APNs 418-140-28 and 29; 418-190-004 through 007. The City is permitted to proceed with the sale or lease of the properties.

The City or its representatives may send any questions to [publiclands@hcd.ca.gov](mailto:publiclands@hcd.ca.gov).

Sincerely,

A handwritten signature in black ink that reads "Jillian Burgos".

Jillian Burgos  
Public Lands Manager  
Housing Policy Development

# 4th Street Properties



9/30/2019, 11:41:15 AM

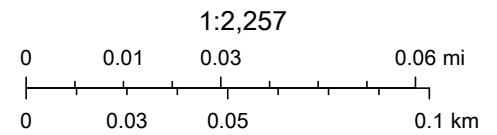
General Plan

- Rural Residential
- Single-Family Residential

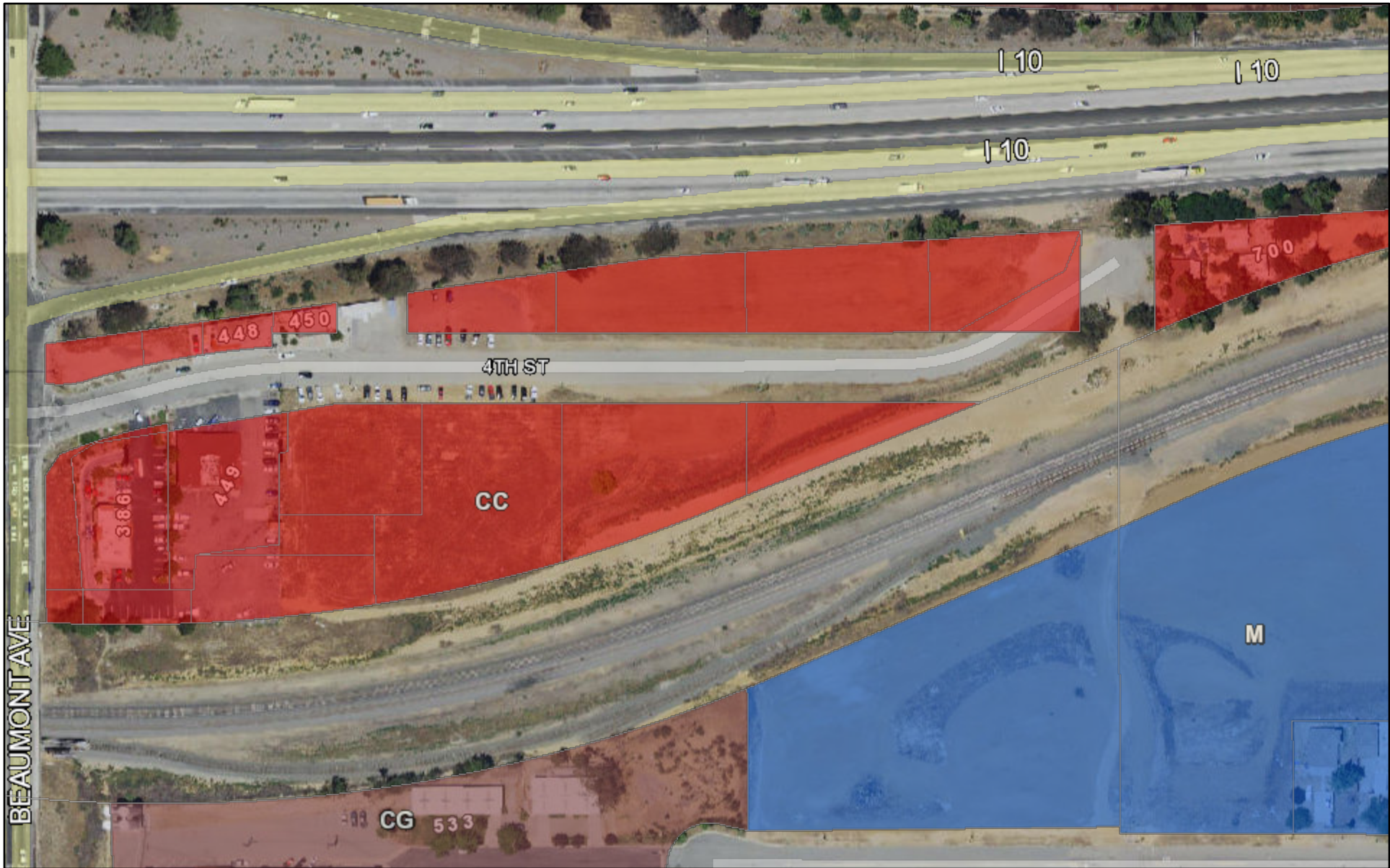
- Multi-Family Residential
- General Commercial
- Community Commercial

- Industrial
- Commercial Industrial Overlay
- Urban Village Overlay

- Beaumont Avenue Overlay
- Public Facilities
- Recreation and Conservation

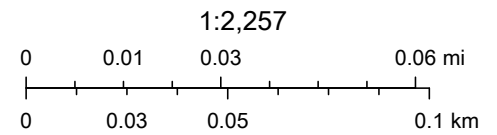


# 4th Street Properties



9/30/2019, 11:38:35 AM

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



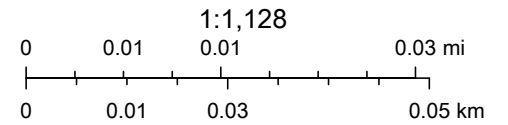


# 4th Street Properties Aerial



6/28/2022, 1:49:57 PM

- Parcel Labels
- Street Labels
- Minor Streets
- Parcels
- Highways/Major Streets



San Bernardino County, Maxar

## PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“Agreement”) is entered into effective as of June \_\_, 2022 (the “Effective Date”), by and between The City of Beaumont (“*Seller*”), and 5th Street Development, LLC, a California limited liability company, (“*Buyer*”), for acquisition by Buyer of certain real property hereinafter described.

### RECITALS

WHEREAS, Buyer desires to acquire all of Seller’s right, interest, and title in and to the real property (“*Property*”) located in the City of Beaumont, California, and is further identified Exhibit “A” attached hereto and by this reference incorporated herein, as modified in accordance with the provisions of Section 1.1 herein; and

WHEREAS, the sale will be on an “as-is where-is” basis and subject to certain development and other covenants as provided in this Agreement; and

WHEREAS, Seller desires to sell to Buyer and Buyer desires to buy said Property subject to the conditions and covenants set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows.

### SECTION 1 PURCHASE AND SALE

1.1 Property; Agreement to Purchase Property. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller that certain Property in accordance with the terms, covenants and conditions set forth in this Agreement the legal description of which is contained in Exhibit “A”, which is attached hereto and made a part hereof by this reference. The legal description in Exhibit “A” is subject to a Lot Line Adjustment recorded by Seller prior to the execution of this Agreement removing certain real property which serves as a parking lot to adjacent property

1.2 Purchase Price. The purchase price of the Property (“*Purchase Price*”) shall be the amount of One Million Two Hundred Eleven Thousand One Hundred and Fifty Dollars (\$1,211,150.00).

1.3 Payment. The Purchase Price will be paid by federal wire transfer to Escrow Agent in immediately available funds in accordance with an estimated closing statement consistent with this Agreement, prepared by “*Escrow Agent*”, identified in Section 9.7.1 below, and executed by Buyer and Seller (“*Closing Statement*”).

1.4 Amount and Deposit of Earnest Money. No later than two (2) business days after the Effective Date, Buyer shall deposit with Escrow, an earnest money deposit in the amount of Sixty Five Thousand Dollars (\$65,000.00) (hereinafter the “*Earnest Money*”). The Earnest Money

shall be deposited in Escrow Agent's non-interest bearing escrow/trust account pending disbursement pursuant to this Agreement. The sum of one hundred dollars (\$100.00) from the Earnest Money shall be nonrefundable and shall be paid to Seller in the event that Buyer cancels this Agreement in accordance with **Section 4**.

## SECTION 2 ESCROW

**2.1 Establishment of the Escrow.** An escrow for this transaction ("**Escrow**") shall be established with Escrow Agent, and Escrow Agent shall be engaged to administer the Escrow. The Escrow shall continue in effect until the earlier of the date that (a) Buyer has purchased the Property or (b) this Agreement terminates.

**2.2 Opening and Closing of Escrow.** Immediately after the execution of this Agreement by both Buyer and Seller, Seller will deliver a fully executed copy of this Agreement to First American Title attn Jim Sardo Escrow Agent. The closing of Escrow (the "**Closing**") shall take place on the date Escrow Agent (i) is irrevocably committed to issue the Title Policy to Buyer pursuant to **Section 5.3**, and (ii) disburses proceeds of the sale to Seller in accordance with the approved Closing Statement. The date for the Closing ("**Closing Date**") shall be on the twenty first (21<sup>st</sup>) day after the expiration of the Due Diligence Period.

**2.3 Acceptance of Escrow.** By accepting this Escrow, Escrow Agent agrees to the terms of this Agreement solely as they relate to the duties of Escrow Agent.

**2.4 Escrow Instructions.** This Agreement constitutes escrow instructions to Escrow Agent. If Escrow Agent requires the execution of its standard form printed escrow instructions, Buyer and Seller agree to execute those instructions; however, those instructions will be construed as applying only to Escrow Agent's engagement. If there are conflicts between the terms of this Agreement and the terms of the Escrow Agent's standard form printed escrow instructions, the terms of this Agreement will control.

**2.5 Escrow Cancellation Charges.** If Escrow fails to close because of Seller's default, Seller will pay all customary escrow cancellation charges. If Escrow fails to close because of Buyer's default, or for any other reason, Buyer shall pay all customary escrow cancellation charges.

## SECTION 3 INFORMATION SECURED BY BUYER

**3.1 Seller Deliverables.** Within five (5) days of the Effective Date, Buyer shall order from First American Title Insurance Company ("**Title Company**"), the following:

**3.1.1 Preliminary Title Report.** A current preliminary title report (the "**Title Report**") for the Property prepared by Title Company along with copies of all documents referenced therein. Buyer shall provide a copy of the Title Report to the Seller within 30 days of the Effective Date.

**SECTION 4**  
**MATTERS RELATING TO THE ESCROW PERIOD**

**4.1 Title and Survey Review.**

4.1.1 **Survey.** Buyer may obtain an ALTA survey of the Property (the "**Survey**") at no cost to Seller provided that doing so does not delay the Closing. In the event Buyer obtains an ALTA survey, Buyer shall deliver a copy of the Survey to Seller and Escrow Agent promptly following its receipt of the same.

4.1.2 **Title Review; Cure.** Buyer will have sixty (60) days from the Effective Date (the "**Title Review Period**") to approve or disapprove any title matters disclosed by the Title Report. If Buyer is dissatisfied with any exception to title as disclosed in the Title Report, in Buyer's sole and arbitrary discretion, then Buyer may, by giving notice to Seller and Escrow Agent within the Title Review Period ("**Buyer's Objection Notice**"), either:

(a) Terminate this Agreement, in which case the Earnest Money shall be returned to Buyer; or

(b) Provisionally accept title subject to Seller's removal of any disapproved matters, exceptions or objections (the "**Disapproved Items**"), in which case Seller may, within five (5) days following receipt of Buyer's Objection Notice (the "**Title Cure Period**"), agree to remove some or all of the Disapproved Items prior to Closing or obtain endorsements to the Title Policy in form satisfactory to Buyer insuring against the Disapproved Items, by giving Buyer written notice ("**Seller's Cure Notice**") of the specific Disapproved Items which Seller agrees to so remove or endorse over (the "**Cure Items**"). If, during the Title Cure Period, Seller does not timely agree to remove or endorse over all of the Disapproved Items, then, at Buyer's election by written notice given within five (5) days following expiration of the Title Cure Period (i) this Agreement will be terminated and the Earnest Money refunded to Buyer, or (ii) Buyer may waive the Disapproved Items that Seller elected not to agree to remove or endorse over, and such matters shall be deemed Approved Title Exceptions, as defined in **Section 4.1.2(d) below**. If, within such 5-day period, Buyer fails to waive in writing the Disapproved Items that Seller elected not to agree to remove or endorse over, Buyer will be deemed to have elected to terminate this Agreement.

(c) Title to the Property will be conveyed to Buyer at the Closing subject only to the Approved Title Exceptions as defined below. Notwithstanding anything in this Agreement to the contrary, Seller agrees that title to the Property shall, at Closing, be free and clear of all monetary liens and encumbrances (other than the lien for current real property taxes and assessments not yet due and payable), including, but not limited to, any deeds of trust or mechanics liens, and all of such liens and encumbrances are hereby deemed to be Cure Items for the purposes of this **Section 4.1**, and Buyer need not give any Buyer's Objection Notice as to those items. Seller agrees that all such monetary liens and encumbrances, regardless of the amount, will be released from the Property by Seller at Seller's sole expense on or before the Closing.

(d) If Buyer does not (1) accept in writing the condition of title in whole, or (2) accept title provisionally as set forth in in **Section 4.1.2(b)**, as disclosed by the Title Report within the Title

Review Period, the Title Report shall be deemed disapproved by Buyer and this Agreement shall automatically terminate, and upon such termination, the Earnest Money shall be returned to Buyer. For purposes of this Agreement “*Approved Title Exceptions*” means:

(i) non-delinquent real property taxes and assessments due and payable in the fiscal tax year in which the Closing occurs (which shall be prorated at Closing pursuant to **Section 6.2.4 below**);

(ii) those matters approved or deemed approved by Buyer in accordance with this **Section 4.1** which are disclosed in the Title Report (other than the “standard exceptions”) and the Survey, if obtained by Buyer; and

(iii) any other matters approved by Buyer in writing.

(e) Any requirements specified in the Title Report for the issuance of the Title Policy, together with any other requirements imposed by Escrow Agent on either or both Buyer or Seller for the issuance of the Title Policy, to the extent they are reasonable and customary in Riverside County, California, are referred to herein as the “*Title Requirements*”.

**4.2 Buyer’s Right to Enter and Inspect the Property.** From time to time following the Effective Date, Buyer and/or Buyer’s representatives, contractors, and agents may enter the Property to examine the Property, to conduct non-invasive tests, inspections, studies. Buyer’s studies may include, but are not limited to, survey, soils and geotechnical reports and Phase I and Phase II environmental assessments. If the Closing fails to close for any reason not the fault of Seller, Buyer shall transfer all of the forgoing documents to Seller.

**4.2.1 Buyer Restoration and Indemnity.** Buyer will restore any physical damage to the Property caused by Buyer’s Studies, and will indemnify, defend and hold harmless Seller and Seller’s public officials, Council Members and employees (“Related Parties”) from, and against any Claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including reasonable attorneys’ fees and court costs caused by Buyer’s Studies (unless resulting from Seller’s or its Related Parties’ negligent acts or omissions or willful misconduct) and this indemnity will survive the Closing or the termination of this Agreement. In addition Buyer and/or Buyer’s representatives who enter the Property will maintain comprehensive general liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and provide a certificate of insurance showing Seller as an additional insured thereon prior to entering the Property.

**4.3 Investigation and Entitlement Contingency; Extension.** Buyer shall have until one hundred and eighty (180) days following the Effective Date to complete the Buyer’s inspections and approve or disapprove any and all aspects of the Property (“Due Diligence Period”). Buyer’s failure to timely approve or disapprove shall be deemed disapproval of the Property. Buyer has the right to extend the Due Diligence Period by up to three (3) additional periods of thirty (30) days provided that Buyer shall have provided written notice to Seller of its election to so extend the Due Diligence Period and pay the sum of Five Thousand Dollars (\$5,000.00) by cashier’s check or wire transfer directly to Seller at least five business days prior to the expiration of the then applicable Due Diligence Period for each such extension for a possible total of Fifteen

Thousand Dollars (\$15,000.00), which sum shall be applied to the Purchase Price but is otherwise non-refundable unless Seller defaults in the sale of the Property to Buyer. If Buyer disapproves the Property in writing to Seller prior to the expiration of the Due Diligence Period, or is deemed to have disapproved the Property by failing to timely deliver written notice of its approval of the Property, this Agreement shall terminate, and upon such termination the Earnest Money shall be returned to Buyer. During the Due Diligence Period, Buyer may seek the entitlement of the Property from the City of Beaumont. However, the City of Beaumont shall be under no contractual obligation to approve the entitlement of the Property under this Agreement, but shall act in compliance with applicable law as it is obligated to do for all applicants with respect to Buyer's entitlement efforts. The entitlement of the property in the manner sought by Buyer shall be processed in accordance with City ordinances, policies and applicable state and federal law. Buyer understands and agrees that the development process is not guaranteed and may require additional information and processes under applicable laws and policies and of City and other governmental agencies that can be time consuming and complex and that no promise or guaranteed or expedited time frames, results or outcomes can or are being made to Buyer.

## SECTION 5 CLOSING DOCUMENTS; TITLE POLICY

5.1 Seller's Closing Documents. No later than 48 hours before the Closing Date, Seller will deposit the following documents into the Escrow for delivery at the Closing, each of which will have been duly executed, endorsed and, where appropriate, acknowledged, and will be in form and substance reasonably satisfactory to Buyer, Buyer's legal counsel and Escrow Agent:

5.1.1 Closing Statement. Approval of the estimated Closing Statement.

5.1.2 Grant Deed. A Grant Deed conveying the Property to Buyer ("Grant Deed").

5.1.3 FIRPTA Affidavit. An affidavit, signed and acknowledged by Seller under penalty of perjury, certifying that Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of Section 1445 and 7701 of the Internal Revenue Code of 1986 and the associated Treasury Regulations.

5.1.4 California Withholding Certificate. A duly executed California Franchise Tax Board ("*FTB*") Form 593-C Withholding Certificate and such other documents required by Escrow Agent in order to comply with California withholding requirements.

5.1.5 Owner's Affidavit. Title Company's customary Owner's Affidavit executed by Seller.

5.1.6 Additional Documents. Such other documents as may be necessary, appropriate or reasonably required by Escrow Agent to transfer and convey the Property to Buyer and to otherwise close this transaction and issue the Title Policy to Buyer in accordance with the terms of this Agreement.

5.2 Buyer's Closing Deliveries. Prior to Close, Buyer will deposit into the Escrow the

following funds and documents for delivery to Seller at the Closing, each of which, where appropriate, will have been duly executed and acknowledged and will be in form and substance satisfactory to Seller and Seller's legal counsel and Escrow Agent:

- 5.2.1 Closing Statement. Approval of the estimated Closing Statement.
- 5.2.2 Preliminary Change of Ownership Report. A Preliminary Change of Ownership Report as required by law.
- 5.2.3 Additional Documents. Such other documents as may be necessary, appropriate or reasonably required by Escrow Agent to close this transaction in accordance with the terms of this Agreement.
- 5.2.4 Buyer's Closing Funds. The cash portion of the Purchase Price, less the Earnest Money, plus Buyer's Closing costs in accordance with the approved Closing Statement, will be paid at Closing by federal wire transfer to Escrow Agent in immediately available funds.

5.3 Title Policy. Closing is contingent upon Title Company's issuance of the Title Policy. Seller, at Seller's expense, will satisfy all of Title Company's Title Requirements (as defined in 4.1.2(e) above) for issuance of the Title Policy other than those, if any, within Buyer's control or those which Buyer is obligated to satisfy under this Agreement. Buyer, at Buyer's expense, will satisfy all of Escrow Agent's Title Requirements for issuance of the Title Policy other than those, if any, within Seller's control or those which Seller is obligated to satisfy under this Agreement. In the event that the preliminary title report approved by Buyer during the Due Diligence Period is subject to changes as regards the exceptions, after the Due Diligence Period and prior to the Closing, Buyer may accept such changes and proceed to close Escrow or it may cancel the transaction and receive a full refund of the Deposit and the parties shall have no further rights or obligation to one another.

## SECTION 6 CLOSING THE TRANSACTION

- 6.1 Closing Deadline. The Closing shall occur on or before the Closing Date.
- 6.2 Closing Costs and Prorations.
- 6.2.1 Escrow Fees. Seller and Buyer will each pay one-half (1/2) of the Escrow fees.
- 6.2.2 Title Insurance Fees. Seller will pay for the Title Report and the premium for a ALTA standard coverage owner's Title Policy and Buyer shall pay the portion of the Title Policy premium attributable to upgrading to ALTA extended coverage, the cost of any endorsements, if requested by Buyer.
- 6.2.3 Recording Fees. Seller will pay the recording fees for recording the Grant Deed, the documentary transfer tax and any City or County transfer tax or similar fee, and all title clearance costs to remove liens, encumbrances or other title matters which are Seller's responsibility under this Agreement.

6.2.4 **Prorations.** Seller is responsible for paying all taxes, assessments, fees, and other charges for the period prior to the Closing and any supplemental taxes attributable to periods prior to Closing, if any. All such items due and payable in the year of the Closing will be prorated in Escrow as of Closing, based upon the most current information then available to Escrow Agent. If, at the Closing, actual tax or assessment information is not available, then, following the Closing and within thirty (30) days of receipt by either Buyer or Seller of the actual tax or assessment information, Buyer and Seller will re-prorate real estate taxes and assessments among themselves and make any necessary adjusting payments.

6.2.5 **Miscellaneous Closing Costs.** Any other closing costs not otherwise expressly provided for in this Agreement will be paid by Buyer and Seller as they shall mutually agree or, in the absence of such agreement, according to the usual and customary practice in Riverside County, California.

6.3 **Seller's Obligation to Deposit Additional Funds.** Seller hereby authorizes Escrow Agent to use so much of the proceeds otherwise payable to Seller at Closing as is necessary to pay all costs and other amounts payable by or otherwise chargeable to Seller pursuant to this Agreement.

6.4 **Buyer's Obligation to Deposit Additional Funds.** On or before the Closing Date, Buyer will deposit with Escrow Agent cash in an amount sufficient to pay all costs and other amounts payable by or otherwise chargeable to Buyer pursuant to this Agreement.

6.5 **Closing Conditions.** In addition to the other conditions to Closing contained in this Agreement, Buyer's obligation to close the transaction hereunder shall be subject to the satisfaction or waiver by Buyer of the following conditions precedent:

6.5.1 Seller shall have caused the reconfiguration of the Property in accordance with the provisions of Section 1.1 and the Property shall constitute legal parcels;

6.5.2 Seller's representations and warranties contained in this Agreement shall be true and correct in all material respects as of the Effective Date and as of the Closing;

6.5.3 Seller shall have performed all of its covenants and obligations which are required to be performed pursuant to this Agreement; and

## SECTION 7 ADDITIONAL COVENANTS

7.1 **Possession.** At the Closing, Seller shall deliver possession of the Property to Buyer free and clear of all tenancies and occupants.

7.2 **Risk of Loss.** Except as to any matter caused by the act, omission, negligence or willful misconduct of a party hereunder, in which cases such party shall be responsible; except as provided in Section 4.2 or as otherwise provided herein; and subject to the express indemnities



contained in this Agreement with respect to the Property, the risk of loss or damage to the Property and all liability to a Third Party will be with the party that owns fee simple title to the Property at the time the loss, damage or liability is suffered or incurred. In the event of loss or damage to the Property prior to the Closing, the parties agree that if such loss is greater than ten percent (10%) of the Purchase Price, Buyer shall have the right, but not the obligation, to terminate this Agreement in which event Buyer shall be entitled to a return of its Earnest Money. Alternatively, Buyer may proceed to the Closing with no reduction in the Purchase Price and accept the Property in its then current condition subject to such loss or damage. In the event the loss or damage to Property is less than ten percent (10%) of the Purchase Price, Seller may repair the damage prior to the Closing. In the event Seller does not make the repairs to Buyer's reasonable satisfaction, Buyer shall be entitled to a reduction in the purchase price or an assignment of insurance proceeds, if any, in an amount equal to the loss or damage.

**7.3 Condemnation.** If all or any portion of the Property is condemned (or sold and conveyed in lieu of condemnation) prior to the Closing or if such a condemnation proceeding is commenced or threatened prior to Closing, Seller shall notify Buyer in writing (a "**Condemnation Notice**") and Buyer may terminate this Agreement by giving written notice of termination to Seller within ten (10) days following receipt of a Condemnation Notice. If Buyer elects to terminate pursuant to this Section 7.3 the Earnest Money will be returned to Buyer and the Agreement will be canceled. If Buyer does not elect to terminate pursuant to this Section then (i) this Agreement shall continue in effect, (ii) Seller shall not settle or compromise any condemnation or convey any portion of the Property in lieu of condemnation without Buyer's prior written consent, (iii) if Closing occurs Buyer will receive all awards or payments made by the condemning authority to which Seller would otherwise be entitled and (iv) to the extent Seller receives an award with respect to the Property prior to Closing, Seller shall pay the entire award to Escrow Agent to be held in Escrow pending (i) the Closing, in which case the award shall be applied to the Purchase Price due at Closing and paid to Seller, or (ii) in the event of termination of this Agreement the award shall be disbursed to Seller.

**7.4 Brokerage.** Buyer and Seller each represent and warrant that they have not engaged the services of any broker, agent or other Person entitled to receive a commission, finder's fee or other such compensation in connection with the execution of this Agreement or the consummation of the transactions contemplated by this Agreement except that Buyer has retained Nick Wirick of Lee & Associates and Buyer shall be solely liable for any commission to them. If any other Person asserts a claim to a finder's fee, brokerage commission or other compensation on account of alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming will indemnify, defend and hold the other party and the other party's Related Parties harmless for, from, and against any Claims related thereto. This indemnity will survive the Closing or the termination of this Agreement.

**7.5 Representations and Warranties.**

**7.5.1 Seller's Representations and Warranties.** Seller hereby represents and warrants to Buyer the following, which shall survive the Closing for a period of twelve (12) months:

(a) Seller has the legal right, power and authority to enter into this Agreement and to perform Seller's obligations hereunder.

(b) This Agreement constitutes the legal, valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms. Neither this Agreement or the consummation of any of the transactions contemplated hereby violated or shall violate any provisions of any agreement or document to which Seller is a party or to which Seller is bound. Except as provided in this Agreement, no consent from any third party is required before any of the Property may be conveyed to Seller.

(c) Seller is the owner of the Property.

(d) No suit, action, arbitration, or legal, administrative, investigation, inquiry, or other proceeding is pending or has been threatened against the Property or against Seller with respect to the Property.

(e) No bankruptcy, insolvency, rearrangement, or similar action or proceeding, whether voluntary or involuntary, is pending or threatened against Seller and Seller has no intention of filing or commencing any such action or proceeding.

To the best of Seller's actual knowledge with no duty of inquiry as determined by its employee Kyle Warsinski, during Seller's ownership of the Property there has been no Hazardous Substances released on the Property. Notwithstanding anything to the contrary, under no circumstances shall Mr. Warsinski have any personal liability to Buyer or its successors and assigns or any other party or be subject to any claim, demand or cost with regards to any and all matters concerning the Real Property at any time and further Buyer and its successors and assigns hereby knowingly release and hold harmless Mr. Warsinski with respect to the forgoing. The term "Hazardous Substance" shall mean all of the following:

(i) Any substance, material, or waste that is included within the definitions of "hazardous substances", "hazardous materials", "hazardous waste", "toxic substances", "toxic materials", "toxic waste", or words of similar import in any applicable state or federal law;

(ii) Those substances listed as hazardous substances by the United States Department of Transportation (or any successor agency) (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) (40 C.F.R. Part 302 and amendments thereto); and

(iii) Any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, urea-formaldehyde, lead paint, flammable, explosive, radioactive, freon gas, radon, classified or regulated as dangerous, harmful or deleterious to health, or a pesticide, herbicide, or any other agricultural chemical and including all types and species of mold.

(f) To the best of Seller's actual knowledge with no duty of inquiry as determined by its employee Kyle Warsinski, there are no outstanding violations of law with respect to the Property, nor have any notices of any uncorrected violations of any laws, statutes, ordinances, rules, or regulations been received by Seller. Notwithstanding anything to the contrary, under no circumstances shall Mr. Warsinski have any personal liability to Buyer or its successors and assigns or any other party or be subject to any claim, demand or cost with regards to any and all matters concerning the Real Property at any time and further Buyer and its successors and assigns hereby knowingly release and hold harmless Mr. Warsinski with respect to the forgoing.

(g) Except provided in Section 1.1, there are no leases or occupancy agreements for the Property or any portion thereof.

(h) There are no known pending or, to the best of Seller's knowledge, contemplated eminent domain or condemnation proceedings affecting or which may affect any portion of the Property.

7.5.2 Seller shall promptly notify Buyer of any facts that would cause any of the representations or warranties contained in this Agreement to be untrue as of the Closing, and Seller confirms that the representations and warranties contained in this Agreement continue to be true as of the Closing.

7.5.3 Limitation of Seller Representations and Warranties. Except for Seller's express representations and warranties set forth in this Agreement, Seller hereby specifically disclaims any warranty (oral or written) or obligation to disclose information concerning: (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses that Buyer elects to conduct thereon; (ii) the manner, construction, condition and state of repair or lack of repair of any improvements on the Property; (iii) the compliance of the Property with any laws, rules, ordinances or regulations of any government or other body; and (iv) the content or accuracy of any documents or materials delivered by Seller to Buyer. Except for Seller's express representations and warranties set forth in this Agreement, Buyer is relying solely upon, and will have conducted, its own, independent inspection, investigation and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller, including, without limitation, an analysis of any and all matters concerning the condition of the Property and its suitability for Buyer's intended purposes, and a review of all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, taxes, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property. If the Buyer discovers any material information that is different from what has been represented by Seller or that was not disclosed by Seller, Buyer as its sole and only remedy shall have the right to terminate this Agreement and recover its Earnest Money. *Except for Seller's express representations and warranties set forth in this Agreement* (i) the sale of the Property is made on a strictly "AS IS", "WHERE IS", "WITH ALL FAULTS" basis as of the date of Closing, and (ii) Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of quantity, quality, condition, habitability, merchantability, suitability or fitness for a particular purpose of the Property, any improvements located thereon or any soil or environmental conditions related

thereto.

**7.5.4 Buyer Waiver and Release.** Buyer specifically acknowledges that Buyer is not relying on (and Seller hereby disclaims and renounces) any representations or warranties made by or on behalf of Seller of any kind or nature whatsoever, except for those particular representations and warranties expressly provided in this Agreement. Except for Claims related to breach of Seller's express representations and warranties and covenants in this Agreement, Buyer, for Buyer and Buyer's successors and assigns, hereby releases Seller from, and waives any and all Claims and liabilities against Seller for, related to, or in connection with, any environmental or physical condition at the Property (or the presence of any matter or substance relating to the environmental condition of the Property), including, but not limited to, Claims and/or liabilities relating to (in any manner whatsoever) any Hazardous Substances, toxic or dangerous materials or substances located in, at, about or under the Property, or for any and all Claims or causes of action (actual or threatened) based upon, in connection with, or arising out of any Environmental Law, or any other claim or cause of action including any federal or state based statutory, regulatory or common law cause of action related to environmental matters or liability with respect to, or affecting, the Property. Buyer represents to Seller that Buyer has conducted, or will conduct prior to Closing, such investigations of the Property, including but not limited to, the physical and environmental conditions thereof, as Buyer deems necessary to satisfy itself as to the condition of the Property and the existence or nonexistence of, or curative action to be taken with respect to, any Hazardous Substances or toxic substances on or discharged from the Property, and will rely solely upon same and not upon any information provided by, or on behalf of, Seller, its agents and employees with respect thereto.


**7.5.5. Recordation of Covenant at Closing.** At the Closing Buyer and seller agree that as per California Government Code Section 54233 the Buyer and Seller will record a Covenant against the Property in the form attached hereto as Exhibit "B" and made a part hereof by this reference against the title to the Property. The forgoing covenant shall be recorded at the Closing immediately subsequent to the Grant Deed.

## **SECTION 8 REMEDIES**

**8.1 Seller's Remedies.** If the Closing does not occur due to any default by Buyer, then Seller shall provide Buyer and Escrow Agent with written notice specifying the nature of Buyer's Default. If Buyer has not cured the default within five (5) days after receipt of Seller's notice, then Seller shall have the right as Seller's sole and exclusive remedy to terminate this Agreement by giving written notice of cancellation to Buyer and Escrow Agent and the Earnest Money shall be paid to Seller with no further instruction to Escrow Holder from Buyer.

**BUYER AND SELLER HEREBY AGREE THAT IF SELLER TERMINATES THIS AGREEMENT DUE TO BUYER'S FAILURE TO CLOSE THE TRANSACTION HEREUNDER IN DEFAULT OF THIS AGREEMENT, THEN IN SUCH EVENT THE EXACT AMOUNT OF SELLER'S DAMAGES WOULD BE EXTREMELY DIFFICULT TO ASCERTAIN AND THEREFORE THE EARNEST MONEY DEPOSITED INTO ESCROW SHALL BE DEEMED TO CONSTITUTE A REASONABLE**

**ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CIVIL CODE AND SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF SUCH BUYER'S DEFAULT SHALL BE LIMITED TO TERMINATION OF THIS AGREEMENT AND COLLECTION OF SUCH LIQUIDATED DAMAGES.**

**BUYER'S INITIALS:** 

**SELLER'S INITIALS:** \_\_\_\_\_

**8.2 Buyer's Remedies.** If Seller fails to perform when due any act required by this Agreement to be performed or otherwise breaches this Agreement and such failure or breach continues for a period of five (5) days after Seller receives written notice thereof, then, as an alternative to all other remedies that are available to Buyer at law or in equity, Buyer may either: (i) seek specific performance of this Agreement (but only in the event that Buyer has deposited the Purchase Price with Escrow and Seller fails to deliver the Grant Deed to the Escrow Agent at the Closing and provided further that), or (ii) terminate this Agreement and the Escrow, such cancellation to be effective immediately upon Buyer giving written notice of cancellation to Seller and Escrow Agent, and the Earnest Money and any other deposits or payments by Buyer to Seller shall be returned to Buyer and the parties shall have no further liability to one another. Notwithstanding the foregoing, in the event Seller is in breach of any of its express representations or warranties set forth herein, which breach is not discovered by Buyer until after the Closing (but subject to the limitations on survival of such representations and warranties set forth herein), Buyer shall have such rights and remedies as are available at law or equity only for a period of one hundred and eighty (180) days after the Closing.

**SECTION 9  
GENERAL PROVISIONS**

**9.1 Assignment.** This Agreement may not be assigned in whole or part without the express written consent of both parties. However, Buyer shall have the right to assign this Agreement to an affiliated entity to be formed by Buyer, without Seller's written consent, by providing notice to Seller provided that the original party shall remain liable hereunder.

**9.2 Binding Effect.** The provisions of this Agreement are binding upon and will inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns, including, without limitation, all members of Seller irrespective of any dissolution of Seller after execution of this Agreement or after consummation of a Closing.

**9.3 Attorneys' Fees.** If any action is brought by either party in respect to its rights under this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and court costs as determined by the court.

**9.4 Waivers.** No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver be a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver will in no way excuse the other party from the performance of any of its other obligations under this Agreement.

**9.5 Construction.** This Agreement will be construed according to the laws of the State of California, without giving effect to its conflict of laws principles. References in this Agreement to “Sections” are to the Sections in this Agreement, unless otherwise noted. This Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if both parties had an equal role in its negotiation and preparation.

**9.6 Time of the Essence.** Time is of the essence of this Agreement.

**9.7 Notices.**

9.7.1 Any demand, notice or communication required or permitted to be given under this Agreement must be in writing and is deemed given on (a) the day personally delivered, (b) the third business day after the date of mailing by certified or registered first class mail, postage prepaid, return receipt requested, or (c) one business day after accepted for next business day delivery by a national commercial delivery service which provides package tracking services (“*Overnight Delivery*”), or (d) when transmitted by e-mail or telephone facsimile (provided that such Notice is confirmed on the same day by sending a copy to the addressee(s) by Overnight Delivery), in each case addressed to the parties at their respective addresses set forth below (or to such other address as the Parties hereto may designate by notice in the manner set forth herein). Notices which are rejected or refused or which cannot be delivered because of changed address of which no notice was given shall be deemed delivered.

Notice to Seller shall be sent to:

City of BEAUMONT  
Attn: City Manager  
Beaumont Civic Center  
550 E. Sixth St.  
Beaumont, CA 92223

John Pinkney, City Attorney  
1800 East Tahquitz Canyon Way  
Palm Springs, CA 92262

Notice to Buyer shall be sent to:

5<sup>th</sup> Street Development LLC  
 ATTN: Chris Peto  
 1011 Camino Del Mar #258  
 Del Mar, CA 92014  
 Email: [cpeto@halferty.com](mailto:cpeto@halferty.com)

With a copy to:

Mark E. Abramson, Esq.  
 1600 Rosecrans Ave., Media Center, 4<sup>th</sup> Floor  
 Manhattan Beach, CA 90266  
 Email: [mark@markalaw.com](mailto:mark@markalaw.com)

Notice to Escrow Agent shall be sent to:

First American Title  
 ATTN: Jim Sardo and Linda Slavik  
 4380 La Jolla Village Drive, Suite 110  
 San Diego, CA 92122

Each party may change their address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

**9.8 Further Documentation.** Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

**9.9 Time Periods.** Except as expressly provided for in this Agreement, the time for performance of any obligation or taking any action under this Agreement will be deemed to expire at 5:00 p.m. (California time) on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action will be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday. Any reference in this Agreement to "days" shall mean calendar days unless the Agreement expressly states "business" days.

**9.10 No Third Party Beneficiary.** No term or provision of this Agreement is intended to, or shall, be for the benefit of any Person not a party hereto and no such Person shall have any right or cause of action hereunder.

**9.11 Headings and Counterparts.** The headings of this Agreement are for purposes of reference only and will not limit or define the meaning of any provision of this Agreement. This

Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument.

9.12 Entire Agreement. This Agreement, which includes the Exhibits constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement will be binding unless in writing and executed by Buyer and Seller.

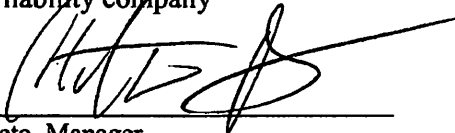
**THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS AND UNTIL APPROVED BY THE VOTE OF CITY OF BEAUMONT CITY COUNCIL AT DULY CONVENED REGULAR MEETING AND EXECUTED BY A DULY AUTHORIZED REPRESENTATIVE OF THE CITY.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

**SELLER:**  
CITY OF BEAUMONT

**BUYER:**  
5th Street Development, LLC, a California limited liability company

By: \_\_\_\_\_

By:   
Chris Peto, Manager

Its: \_\_\_\_\_

Date: 6/6/2022

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
, Secretary

APPROVED AS TO FORM:  
SBEMP LLP

\_\_\_\_\_  
John O. Pinkney, City Attorney



**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

Real property in the City of Beaumont, County of Riverside, State of California, described as follows:

***LEGAL DESCRIPTION TO BE PROVIDED BY TITLE COMPANY***

APNS: 418-190-004, 418-190-005, 418-190-006, 418-190-007, 418-140-028 and 418-140-029.

EXHIBIT "B"

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

City Clerk  
City of Beaumont

Space Above This Line For  
Recorder's Use Only

**COVENANT AND RESTRICTION PER GOVERNMENT CODE SECTION 54233**

This COVENANT AND RESTRICTION PER GOVERNMENT CODE SECTION 54233 ("Covenant") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the \_\_\_\_\_ ("Owner") and the City of Beaumont (the "City") with reference to the following facts:

RECITALS

A. City conveyed certain real property to Owner located within the City of Beaumont, County of Riverside, State of California, as more particularly on Exhibit "A"(the "Property") and as a material part of the sales transaction the City imposed the requirements for this Covenant n accordance with California law.

B. The Surplus Lands Act Government Code Section 54220 et. seq. requires City to follow certain procedures and substantive requirements with regards to surplus land, including the Property;

C. Government Code Section 54222 requires that prior to disposing of surplus land, including the Property, that the City circulate a written notice of availability of the Property to certain public agencies and entities which notice has been provided by the City with respect to the Property;

D. The City did not receive any request to negotiate for the sale of the Property from any of the applicable entities and is conveying the Property to Owner for valuable consideration including the recordation of this Covenant;

E. Government Code Section 54233 requires that the conveyance of the Property to Owner be made subject to a covenant running with the land and restriction regarding the use of the property if developed for residential purposes.

### COVENANT

NOW, THEREFORE:

1. Owner hereby covenants and agrees for itself and its successors and assigns as follows:

If ten (10) or more residential units are developed on the Property, not less than 15 percent of the total number of residential units developed on the property shall be sold or rented at affordable housing cost, as defined in Section 50052.5 of the California Health and Safety Code, or affordable rent, as defined in Section 50053 of the California Health and Safety Code, to lower income households, as defined in Section 50079.5 of the California Health and Safety Code. Rental units shall remain affordable to and occupied by lower income households for a period of 55 years for rental housing and 45 years for ownership housing. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of 65915 of the California Government Code. These requirements shall be covenants or restrictions running with the land and shall be enforceable against any owner who violates a covenant or restriction and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code.

2. This Covenant is necessary to comply with conditions and covenants of the City's sale of the Property to the Owner.

3. This Covenant shall not be amended in any manner or terminated without the prior written approval of the City nor without the recordation of any such approval by the City in compliance with the California Government Code.

5. The terms and conditions of this Covenant shall constitute a covenant running with and binding the land in accordance with the provisions of California Civil Code Section 1468. Accordingly, the Property shall hereafter be held, sold, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to the aforementioned conditions, all of which shall run with the Property and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

6. Any of the following persons or entities shall have the right to enforce this Covenant under Government Code Section 54222.5 ("this section"):

- (a) The local agency that disposed of the property.

- (b) A resident of a unit subject to this section.
- (c) A residents association with members who reside in units subject to this section.
- (d) A former resident of a unit subject to this section who last resided in that unit.
- (e) An applicant seeking to enforce the covenants or restrictions for a particular unit that is subject to this section, if the applicant conforms to all of the following:
  - (1) Is of low or moderate income, as defined in Section 50093 of the Health and Safety Code.
  - (2) Is able and willing to occupy that particular unit.
  - (3) Was denied occupancy of that particular unit due to an alleged breach of a covenant or restriction implementing this section.
- (f) A person on an affordable housing waiting list who is of low or moderate income, as defined in Section 50093 of the Health and Safety Code, and who is able and willing to occupy a unit subject to this section.

In the event of any such action to enforce this Covenant, the prevailing party in such action shall be entitled to recover its reasonable costs and expenses, including without limitation court costs and attorneys' fees, as awarded by a court of competent jurisdiction.

IN WITNESS WHEREOF, this Covenant is executed by the parties hereto as of the day and year first above written.

**OWNER:**

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**ACCEPTED BY:**

**City of Beaumont, a California general law city**

By: \_\_\_\_\_  
Elizabeth Gibbs-Urtiaga, Interim City Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
John Pinkney, City Attorney

**EXHIBIT "A"**

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

**RESOLUTION 2022-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BEAUMONT, CALIFORNIA, APPROVING THE SALE OF SURPLUS  
LAND**

**WHEREAS**, City is a general law city and a municipal corporation of the State of California; and;

**WHEREAS**, 5<sup>th</sup> Street Development, LLC has made an offer to purchase certain real property (“Real Property”) from the City for the sum of One Million Two Hundred Eleven Thousand One Hundred Fifty Dollars and no cents (\$1,211,150.00) pursuant to a Purchase and Sale Agreement, a copy of which is attached hereto as Exhibit “A” and made a part hereof by this reference; and

**WHEREAS**, the Real Property was offered for sale pursuant to the process required by the Surplus Land Act (Government Code Section 54220 et seq.) and subject to the requirements thereof including, but not limited to the recordation of a recorded covenant regarding affordable housing;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF  
BEAUMONT DOES RESOLVE, DECLARE AND DETERMINE AS FOLLOWS:**

**SECTION 1.** The City Council hereby approves the Purchase and Sale Agreement between the City of Beaumont and 5th Street Development, LLC, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by this reference, subject to the terms and conditions stated therein.

**SECTION 2.** The City Council hereby authorizes and directs the City Manager, or her designee to execute the Purchase and Sale Agreement on behalf of the City, and to take any and all actions and execute any and all documents needed to consummate the transactions contemplated by the Purchase and Sale Agreement, including, but not limited to, executing the Grant Deed as contemplated by the Purchase and Sale Agreement and closing the escrow contemplated by the Purchase and Sale Agreement.

**SECTION 3.** That this Resolution shall take effect immediately upon adoption by the City Council.

**PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Beaumont, California, held on the \_\_\_\_ day of \_\_\_\_\_, 2022, by the following roll call vote:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

CITY OF BEAUMONT CITY COUNCIL

---

Lloyd White, Mayor

**ATTEST:**

---

Nicole Wheelwright, City Clerk

**EXHIBIT "A"**





## Staff Report

**TO:** City Council

**FROM:** Jeff Hart, Public Works Director

**DATE:** July 19, 2022

**SUBJECT:** **Agreement with Union Pacific Railroad for Construction of New Signals and an Expanded Railroad Crossing on Pennsylvania Avenue in an Amount Not to Exceed \$1,069,018; and Future Annual Maintenance Fees in the Amount of \$21,550 Per Year**

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### Background and Analysis:

The Pennsylvania Avenue Widening project is currently advertised for construction bids. Part of this project includes widening the section of roadway that crosses Union Pacific Railroad (UPRR) right-of-way. As such, the City has coordinated with UPRR for the necessary upgrades to the signals and widening of the existing railroad crossing. Working together with the City, UPRR has developed costs estimates for these upgrades that they will need to construct within their right-of-way in order to adapt to the City's proposed widening of Pennsylvania Avenue. UPRR has also developed fee estimates to grant rights to the City for construction, maintenance, and repair of the expanded roadway within UPRR right-of-way.

UPRR has submitted the attached Public Highway At-Grade Crossing Agreement which outlines the following costs to be paid by the City:

- \$173,000 to grant rights to the City to construct, maintain, and repair the expanded roadway
- \$896,018 for construction of the upgraded signals and expanded railroad crossing surface improvements
- \$18,530 per year in annual signal maintenance fees after the project is constructed
- \$3,020 per year in annual surface maintenance fees after the project is constructed

The proposed grant rights fee will be paid to UPRR upon approval of the agreement. Construction amounts will be paid on a percent complete basis during construction of

the Pennsylvania Avenue Widening Project. The annual maintenance fees will go into effect after the project is constructed. Together the total amount of the agreement is \$1,069,018 in direct costs, and \$21,550 in annual maintenance fees.

The City and UPRR worked collaboratively on the attached agreement. The City Attorney's office has reviewed and approved the agreement.

Project Accounting Update:

Table 1 - 2017-009 Project Accounting Summary

<b>2017-009 Project Accounting Summary</b>			
Funding Source: TUMF		Total CIP Budget \$4,018,000	
<b>Project Components</b>	<b>Current Budget Amount</b>	<b>Paid to Date</b>	<b>Remaining</b>
Project Management	\$22,537.44	\$22,537.44	\$0.00
Project Contingency			
Preliminary Services			
Preliminary Services Contingency			
Environmental	\$163,976.00	\$156,655.35	\$7,320.65
Environmental Contingency			
Design	\$547,781.00	\$420,276.52	\$127,504.48
Design Contingency			
Construction			
Construction Contingency			
Construction Management			
Construction Management Contingency			
Permits	\$33,165	\$27,617.16	\$5,547.84
Equipment			
Miscellaneous	\$50.00	\$50.00	\$0.00
Unallocated CIP Budget	\$3,250,490.56	\$0.00	\$3,250,490.56
<b>Project Summary Totals</b>	<b>\$4,018,000</b>	<b>\$627,136.47</b>	<b>\$3,390,863.53</b>

**Fiscal Impact:**

The cost to prepare the staff report is approximately \$300.

The agreement with UPRR in amount not to exceed \$1,069,018 will be paid from the CIP project account number 2017-009. Future annual maintenance fees will be paid from the General Fund.

**Recommended Action:**

Approve and sign the agreement with Union Pacific Railroad for construction of new signals and an expanded railroad crossing on Pennsylvania Avenue in an amount not to exceed \$1,069,018; and future annual maintenance fees in the amount of \$21,550 per year.

**Attachments:**

- A. Union Pacific Railroad (UPRR) agreement

UP Real Estate Project No.: 0705327

**PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

Pennsylvania Avenue  
760688Y  
563.07 – Yuma Subdivision  
Beaumont, Riverside County, California

THIS AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **CITY OF BEAUMONT**, a municipal corporation or political subdivision of the State of California to be addressed at 550 East Sixth Street, Beaumont, California 92223 ("Political Body").

**RECITALS:**

Presently, the Political Body utilizes the Railroad's property for the existing at grade public road crossing over Pennsylvania Avenue, DOT Number 760688Y at Railroad's Milepost 563.07 on Railroad's Yuma Subdivision at or near Beaumont, Riverside County, California.

The Political Body now desires to undertake as its project (the "Project") the reconstruction and widening of the existing at grade public road crossing, installation of a sidewalk, and addition of raised medians. The road crossing, as reconstructed and widened is hereinafter the "Roadway."

The Railroad right of way being utilized for the existing at grade public road crossing is not sufficient to allow for the reconstruction and widening of the Roadway. Therefore, under this Agreement, the Railroad will be granting additional rights to the Political Body to facilitate the reconstruction and widening of the Roadway, installation of a sidewalk, and addition of raised medians. The portion of Railroad's property that Political Body needs to use in connection with the Roadway (including the right of way being utilized for the existing at grade crossing) is shown on the Railroad's survey print marked **Exhibit A** and shown on the Political Body's type, size and location print marked **Exhibit A-1**, with each exhibit being attached hereto and hereby made a part hereof (the "Crossing Area").

In support of its Project, the Political Body has requested the Railroad's cooperation in connection with upgrading grade crossing protection devices. Said work is to be performed at the sole expense of Political Body.

The Railroad and the Political Body are entering into this Agreement to cover the above.

### **AGREEMENT:**

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

#### **Section 1. EXHIBIT B**

The general terms and conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

#### **Section 2. RAILROAD GRANTS RIGHT**

For and in consideration of the sum of **ONE HUNDRED SEVENTY THREE THOUSAND DOLLARS (\$173,000.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area.

#### **Section 3. DEFINITION OF CONTRACTOR**

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

#### **Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE**

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property.

Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts  
 Union Pacific Railroad Company  
 Real Estate Department  
 1400 Douglas Street, Mail Stop 1690  
 Omaha, NE 68179-1690  
 UP Project No. 0705327

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

#### **Section 5. FEDERAL AID POLICY GUIDE**

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

#### **Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD**

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

#### **Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS**

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimates dated April 12, 2021, and January 10, 2022, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimates"). As set forth in the Estimates, the Railroad's estimated cost for the Railroad's work associated with the Project is Eight Hundred Ninety Six Thousand Eighteen Dollars (\$896,018.00).

B. The Railroad, if it so elects, may recalculate and update the Estimates submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimates.

C. The Political Body acknowledges that the Estimates may not include any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project and final billing to the Political Body within one hundred eighty (180) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

## **Section 8. PLANS**

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes

no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

## **Section 9. NON-RAILROAD IMPROVEMENTS**

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

## **Section 10. EFFECTIVE DATE; TERM; TERMINATION**

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in



connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

**Section 11. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK**

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and Political Body have executed this Agreement.
- (ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

**Section 12. FUTURE PROJECTS**

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

**Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

**Section 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political

Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

### **Section 15. TERMINATION OF ORIGINAL AGREEMENT**

Upon the completion of the Roadway, the Original Agreement shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Roadway.

### **Section 16. ANNUAL SIGNAL MAINTENANCE FEE**

A. Effective as of three years from effective date of this Agreement or the date of installation and/or the in-service date of the new and/or improved or existing Grade Crossing Signal System(s) ("Signal System"), the Political Body, in addition to maintaining at its sole cost and expense the portion of the Roadway described in Section 2 of Exhibit B, agrees to pay to Railroad the sum of Eighteen Thousand Five Hundred Thirty Dollars (\$18,530.00) per annum, payable annually in advance, as payment for Railroad's maintenance of the Signal System that is installed at the Roadway. The annual signal maintenance fee is calculated as shown on the attached **Exhibit E**, attached hereto and made a part hereof.

B. The above annual signal maintenance fee for Railroad's maintenance of the Signal System is based on the number of current signal units installed at the Roadway. If the Signal System is improved and/or altered in any way, the Political Body must notify the Railroad in writing and the annual signal maintenance fee will be increased at a rate based on the American Railway Engineering and Maintenance of Way Association (AREMA) signal unit cost index. If the Political Body fails to notify Railroad of any improvement or alteration to the Signal System, the Railroad may increase the annual signal maintenance fee at a rate based on the AREMA signal unit cost index any time after the date of installation and/or improvement of the Signal System. The signal unit base for the annual signal maintenance fee may also be re-determined by the Railroad at any time subsequent to the expiration of five (5) years following the date on which the annual signal maintenance fee was last determined or established. Any such changes in the annual signal maintenance fee referenced in Article 2 may be made by means of automatic adjustment in billing.

**Section 17. SURFACE MAINTENANCE**

The Railroad shall maintain the crossing between the track tie ends at Political Body's expense. Political Body agrees to pay to Railroad the sum of Three Thousand Twenty Dollars (\$3,020.00) per annum, payable annually in advance, as payment for Railroad's maintenance of the crossing area between track tie ends located within the Crossing Area. See Exhibit C. The Political Body, at its expense, shall maintain and repair all portions of the Roadway approaches that are not within the area between lines two (2) feet outside of the rails of each track. See lower left hand corner of Exhibit C.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

**UNION PACIFIC RAILROAD COMPANY**  
*(Federal Tax ID #94-6001323)*

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF BEAUMONT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A  
TO  
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**Exhibit A** will be a survey print showing the Crossing Area (see Recitals)

EXISTING CROSSING AREA = 9,150 SF ±  
NEW CROSSING AREA = 5,730 SF ±  
TOTAL CROSSING AREA 14,880 = SF ±



SIDEWALK AREA = 900 SF ±

**LEGEND:**

- EXISTING CROSSING AREA .....
- NEW CROSSING AREA .....
- SIDEWALK AREA .....
- MEDIAN .....
- UPRRCO. R/W OUTLINED .....

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

BEAUMONT, RIVERSIDE COUNTY, CA

M.P. 563.07 - YUMA SUB.

MAP SP CA V-3 / 1

SCALE: 1" = 100'

OFFICE OF REAL ESTATE  
OMAHA, NEBRASKA DATE: 3/11/2022

RRM FILE: 07530-37

CADD FILENAME 0753037.DGN

SCAN FILENAME 0753037\_CA3101.TIF

**EXHIBIT A-1  
TO  
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

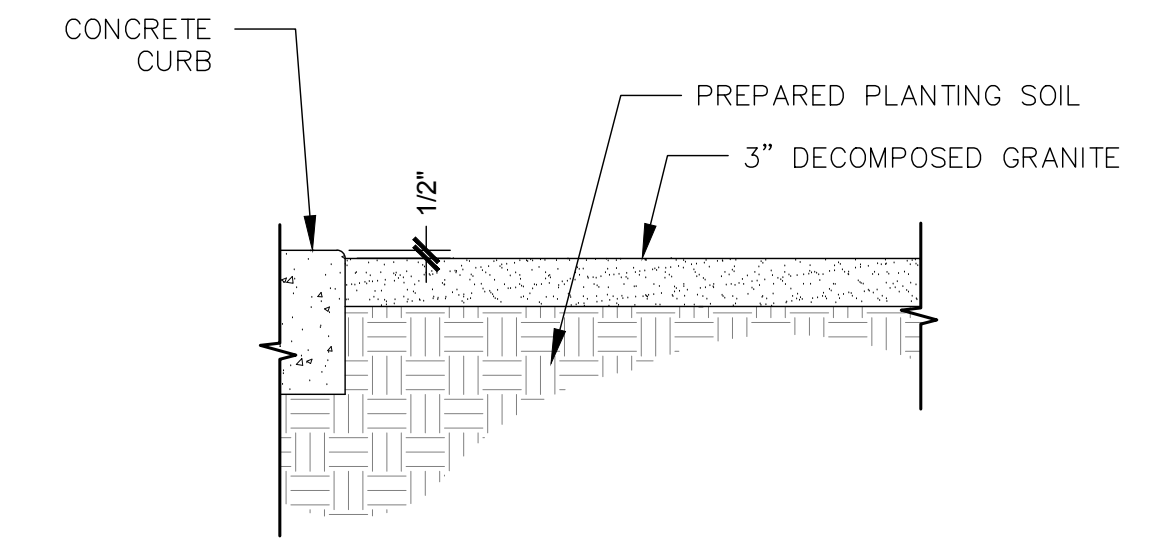
**Exhibit A-1** will be the type, size and location print showing the Crossing Area (see Recitals)

**CONSTRUCTION NOTES**

- ① PROTECT EXISTING IMPROVEMENT IN PLACE.
- ⑭ REMOVE EXISTING BOLLARDS.
- ③① CONSTRUCT 2" RHMA-G OVER 4" AC OVER 15" CLASS 2 AB OVER 18" LIME TREATED SUBGRADE.
- ③⑤ CONSTRUCT TYPE A-8 CURB AND GUTTER PER COUNTY OF RIVERSIDE STD DETAIL 201.
- ③⑥ CONSTRUCT TYPE D (8-INCH) CURB PER COUNTY OF RIVERSIDE STD DETAIL 204.
- ③⑧ CONSTRUCT PCC SIDEWALK PER COUNTY OF RIVERSIDE STD DETAIL 401.
- ③⑨ CONSTRUCT 4" COLORED STAMPED CONCRETE HARDSCAPE OVER COMPACTED SUBGRADE.
- ④⑤ INSTALL CPUC STD NO. 9 RAILROAD ACTIVE WARNING DEVICE AND GATE ARM LENGTH PER PLAN (BY UPRR).
- ④⑥ CONSTRUCT CHAIN LINK FENCE TYPE CL-6 PER CALTRANS STD PLAN A85, H=6'.
- ④⑦ CONSTRUCT CURB AND GUTTER TYPE A2-8 PER CALTRANS STD PLAN A87A.
- ④⑧ CONSTRUCT CURB TYPE A1-8 PER CALTRANS STD PLAN A87A.
- ⑤⑦ CONSTRUCT 6'X3' TRUNCATED DOMES. DETECTABLE WARNING DETAIL PER SPPWC STD PLAN 111-5.
- ⑥① ADJUST WATER VALVE TO FINISH GRADE.
- ⑥③ ADJUST SEWER MANHOLE TO FINISH GRADE.
- ⑥⑧ RELOCATE WATER APPURTENANCES BY BEAUMONT-CHERRY VALLEY WATER DISTRICT.
- ⑧① CONSTRUCT 6" PCC DRIVEWAY OVER 6" CLASS 2 AGGREGATE BASE (CL 2 AB) PER CALTRANS STD PLAN A87A. WIDTH PER PLAN.
- ⑧② CONSTRUCT 4" GRAVEL (1 INCH SIZE) APPROACH. WIDTH PER PLAN.
- ⑧③ CONSTRUCT 3" MIN THICKNESS STABILIZED DECOMPOSED GRANITE PER DETAIL A ON SHEET 10.
- ⑧④ CONSTRUCT 5' LENGTH CURB TRANSITION TO 0" CURB.
- ⑧⑦ CONSTRUCT DOUBLE SWING GATE PER CALTRANS STD PLAN A85, H=6', W=12'.

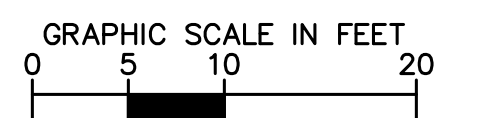
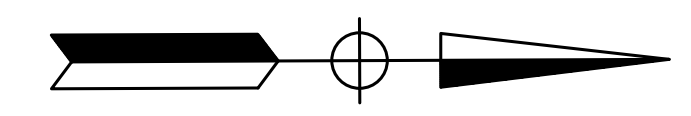
**NOTES**

- 1. SEE THE SIGNING & STRIPING PLANS FOR DISPOSITION OF SIGNING AND STRIPING.
- 2. SEE TRAFFIC SIGNAL PLANS FOR DISPOSITION OF TRAFFIC SIGNAL AND COMMUNICATION EQUIPMENT.
- 3. SEE UTILITY PLANS FOR DISPOSITION OF UTILITIES.
- 4. SEE DRAINAGE PLANS FOR DISPOSITION OF DRAINAGE APPURTENANCES.

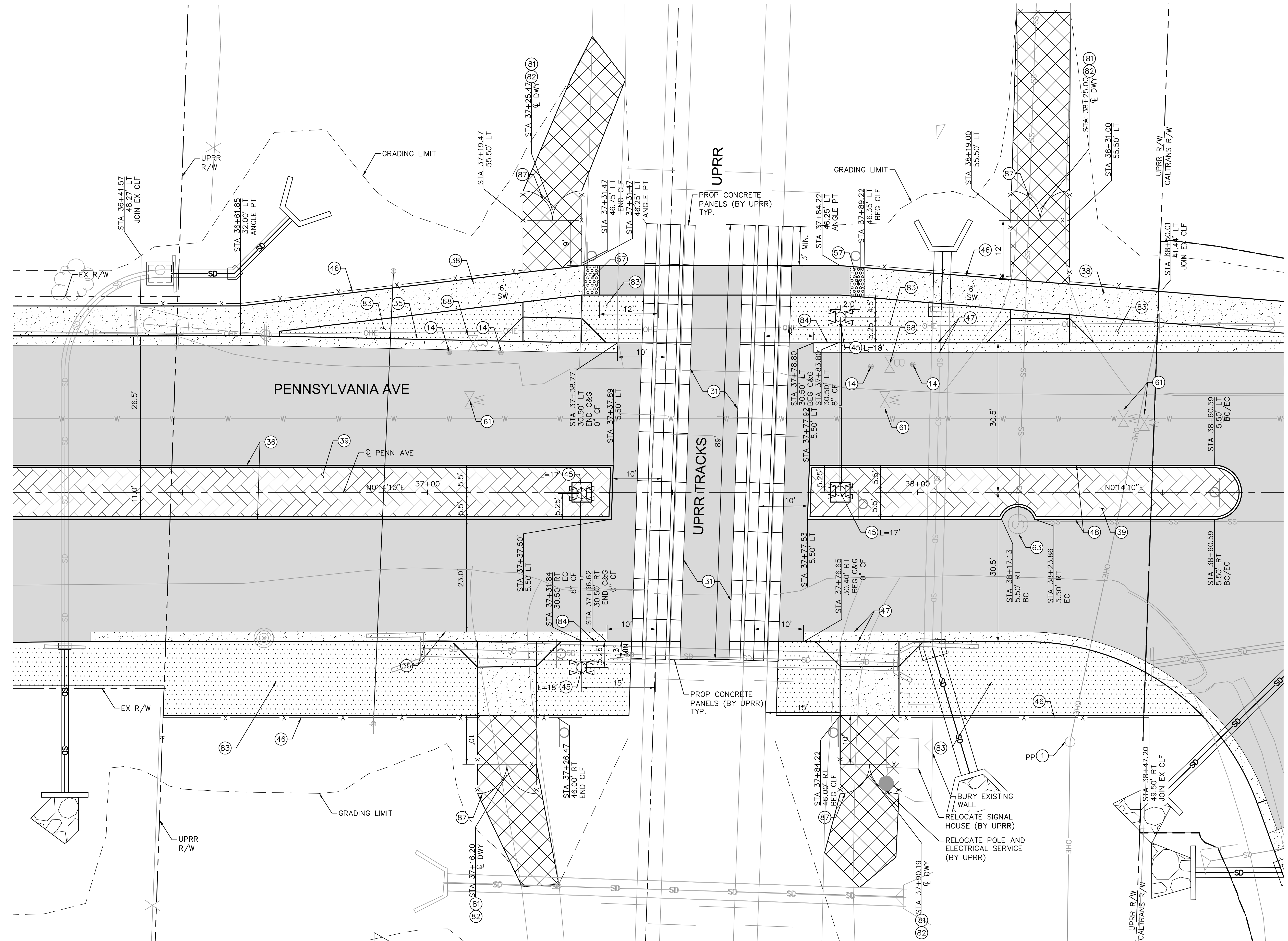


**LEGEND**

- COLD MILL AND AC OVERLAY
- AC PAVEMENT
- STAMPED CONCRETE
- PROPOSED PCC IMPROVEMENTS
- DECOMPOSED GRANITE
- GRAVEL
- EXISTING R/W OR PL
- PROPOSED R/W
- SAWCUT LINE
- GRADING LIMIT LINE
- OVERHEAD LINE
- WATER LINE
- STORM DRAIN LINE
- GAS LINE
- CHAIN LINK FENCE



100% SUBMITTAL - NOT FOR CONSTRUCTION 12/08/2020



**INTERSECTION DETAIL  
PENNSYLVANIA AVE AT GRADE CROSSING LAYOUT**  
SCALE: 1"=10'

**BENCHMARK:**  
ELEVATIONS SHOWN ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). DIFFERENTIAL LEVELS AND STATIC GPS OBSERVATIONS DETERMINED ELEVATIONS. THE NATIONAL GEODETIC SURVEY (NGS) DATASHEET ELEVATION AT THE NGS BENCHMARK WAS USED:  
STATION: NGS POINT ID ELEVATION (FT)  
# 1311 935472 2601.93  
DESCRIPTION: 3" BRASS DISK SET VERTICALLY IN THE WEST FACE OF THE EAST ABUTMENT OF I-10 OVERCROSSING OF PENNSYLVANIA AVE, 36' EAST OF THE AVENUE CENTERLINE, 1.7' NORTH OF THE SOUTH END OF THE WEST FACE, 3' ABOVE THE GROUND.

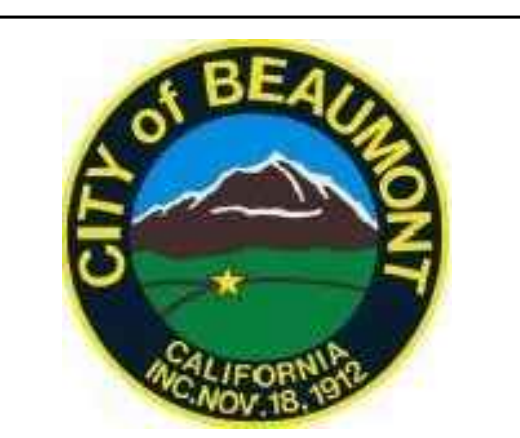
BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

**Kimley Horn**  
1100 W Town and Country, Suite 700  
Orange, California 92868 (714) 939-1030

STEPHANIE LAM, P.E.  
R.C.E. NO. 85688

REGISTERED PROFESSIONAL ENGINEER  
STEPHANIE LAM  
No. 85688  
CIVIL  
STATE OF CALIFORNIA

DESIGN BY: SL  
DRAWN BY: KQ  
CHECKED BY: DA  
SCALE: 1"=10'  
DATE: 05/22/2020  
JOB NUMBER: ---



Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_  
Staff Engineer

Recommended for Approval By: \_\_\_\_\_ Date: \_\_\_\_\_  
Administrative Engineer

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Engineer/Director of Public Works

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA  
IMPROVEMENT PLANS FOR:  
PENNSYLVANIA AVENUE  
ROADWAY WIDENING PROJECT

AT-GRADE CROSSING LAYOUT  
PENN AVE AT-GRADE CROSSING

S H E E T  
10  
OF 28 SHEETS  
FILE NO:

**EXHIBIT B  
TO  
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**SECTION 1. CONDITIONS AND COVENANTS**

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.



F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

## **SECTION 2. CONSTRUCTION OF ROADWAY**

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

## **SECTION 3. INJURY AND DAMAGE TO PROPERTY**

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the

Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

#### **SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK**

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

#### **SECTION 5. MAINTENANCE AND REPAIRS**

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by the Railroad at Political Body's expense.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

#### **SECTION 6. CHANGES IN GRADE**

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

#### **SECTION 7. REARRANGEMENT OF WARNING DEVICES**

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

#### **SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS**

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the

same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for

vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall visit [up.com/CBUD](http://up.com/CBUD) to complete and submit the required form to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

## **SECTION 9. INTERIM WARNING DEVICES**

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

**SECTION 10. OTHER RAILROADS**

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

**SECTION 11. BOOKS AND RECORDS**

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

**SECTION 12. REMEDIES FOR BREACH OR NONUSE**

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

**SECTION 13. MODIFICATION - ENTIRE AGREEMENT**

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

**EXHIBIT C**  
**TO**  
**PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**Exhibit C** (if applicable) will be Railroad's Material and Force Agreement Estimates.



# Material And Force Account Estimate

## CITY OF BEAUMONT

Item 14.

Estimate Creation Date: 04/12/2021    Number: 133708    Version: 1

**Estimate Good Until 04/12/22**

**Location: YUMA SUB, SIMN, 620.21-636.93**

**Buy America: Yes**

**Description of Work: BEAUMONT, CA, PENNSYLVANIA AVENUE, M.P. 563.07, YUMA SUBDIVISION, DOT#760688Y, WO#58372, PID#106844 (100% RECOLLECTABLE)**

COMMENTS	Description	QTY	UOM	Unit Cost	LABOR	MATERIAL	TOTAL
<b>SIGNAL</b>							
	Xing - Engineering Design	1	LS	15,129.00	15,129	0	15,129
M.P. 563.07 - XING	Xing - 1 Trk CWE w/Four Quad Gates	1	EA	192,474.00	67,200	125,274	192,474
M.P. 563.07 - XING	Xing - Track Card (Main and Stand-by) New Cable	1	EA	12,889.00	6,000	6,889	12,889
M.P. 563.58 - REMOTE	Xing - 2 Trk Remote CWE and House	1	EA	75,404.00	21,200	54,204	75,404
M.P. 563.58 - REMOTE	Xing - IXS Track Circuit	2	EA	14,951.00	11,072	18,830	29,902
M.P. 563.58 - REMOTE	Xing - Dax Cable 1000'	2	EA	6,440.00	8,000	4,880	12,880
	Xing - Boring	1	LS	10,000.00	0	10,000	10,000
C-MIPP	Xing - Misc.	1	LS	30,000.00	0	30,000	30,000
10% LABOR CONTINGENCY	Xing - Misc.	1	LS	37,752.80	37,753	0	37,753
	Xing - Remove Location	1	LS	2,000.00	2,000	0	2,000
	Xing - Remove Location (Gates)	1	LS	2,000.00	2,000	0	2,000
FEDERAL 184.71% (SIG)	Xing - Labor Additive	1	LS	244,927.31	244,927	0	244,927

<b>Sub-Total =</b>	<b>415,281</b>	<b>250,077</b>	<b>665,358</b>
<b>Totals =</b>	<b>415,281</b>	<b>250,077</b>	<b>665,358</b>
<b>Grand Total =</b>	<b>\$665,358</b>		

**This is a preliminary estimate, intended to provide a ballpark cost to determine whether a proposed project warrants further study. This estimate is not to be used for budget authority. Quantities and costs are estimated using readily available information and experience with similar projects. Site conditions and changes in project scope and design may result in significant cost variance.**

# Material And Force Account Estimate Beaumont

Item 14.

Estimate Number: 132346    Version: 1

Standard Rates:      Labor Additive = 222.97%

Estimate Good Until 01/10/23

Location: YUMA SUB, NO 1, 563.05-563.09

Description of Work: 760688Y Pennsylvania Ave Beaumont CA 563.07 Yuma Sub

Prepared For: Beaumont

Buy America: Yes

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL	UP %0	Agcy %100	
<b>ENGINEERING</b>											
		Engineering	1	LS	25,129.00	25,129	0	25,129	0	25,129	
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900	
		Homeline Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900	
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	1,542.92	0	1,543	1,543	0	1,543	
<b>Sub-Total =</b>						<b>25,129</b>	<b>3,343</b>	<b>28,472</b>	<b>0</b>	<b>28,472</b>	
<b>TRACK CONSTRUCTION - COMPANY</b>											
		Mobilization: Company	1	DA	11,450.00	11,450	0	11,450	0	11,450	
	RDXING	RDXING 136# CONC W/SL3 10' CTIES	80	TF	629.79	28,937	21,446	50,383	0	50,383	
	TRACK	136# CWRIS0 24-8'6" PPHWD N 16 TP	160	TF	575.02	64,882	27,120	92,002	0	92,002	
	COMPJT	Transition Rail - 136#	2	PR	6,819.49	6,764	6,875	13,639	0	13,639	
<b>Sub-Total =</b>						<b>112,034</b>	<b>55,441</b>	<b>167,474</b>	<b>0</b>	<b>167,474</b>	
<b>TRACK REMOVAL - COMPANY</b>											
	RDXING	Remove road crossing - concrete	80	TF	87.34	6,988	0	6,988	0	6,988	
	TRACK	Remove Track	160	TF	32.66	5,226	0	5,226	0	5,226	
<b>Sub-Total =</b>						<b>12,214</b>	<b>0</b>	<b>12,214</b>	<b>0</b>	<b>12,214</b>	
<b>SITE WORK - CONTRACT</b>											
		Traffic Control - Detour Signs & Coordination	1	LS	10,000.00	0	10,000	10,000	0	10,000	
		Asphalt: Saw Cut	1	LS	2,500.00	0	2,500	2,500	0	2,500	
<b>Sub-Total =</b>						<b>0</b>	<b>12,500</b>	<b>12,500</b>	<b>0</b>	<b>12,500</b>	
<b>EQUIPMENT RENTAL</b>											
		Equipment Rental	4	LS	2,500.00	0	10,000	10,000	0	10,000	
<b>Sub-Total =</b>						<b>0</b>	<b>10,000</b>	<b>10,000</b>	<b>0</b>	<b>10,000</b>	
<b>Total Wgt. in Tons = 895</b>						<b>Totals =</b>	<b>149,376</b>	<b>81,284</b>	<b>230,660</b>	<b>0</b>	<b>230,660</b>

Est. Annual Mtc. Cost =

\$3,020

Grand Total =

\$230,660

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, Beaumont will pay actual construction costs at the current rates effective thereof.

**EXHIBIT D**  
**TO**  
**PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

**CONTRACTOR'S**  
**RIGHT OF ENTRY AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor").

**RECITALS:**

Contractor has been hired by \_\_\_\_\_ to perform work relating to \_\_\_\_\_ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost \_\_\_\_\_ on Railroad's \_\_\_\_\_ [Subdivision or Branch] [at or near DOT No. \_\_\_\_\_ located at or near \_\_\_\_\_, in \_\_\_\_\_ County, State of \_\_\_\_\_, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated \_\_\_\_\_ between Railroad and \_\_\_\_\_.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

**AGREEMENT:**

**NOW, THEREFORE**, it is mutually agreed by and between Railroad and Contractor, as follows:

**ARTICLE 1 - DEFINITION OF CONTRACTOR.**

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

**ARTICLE 2 - RIGHT GRANTED; PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

**ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B and C.**

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

**ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.**

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.**

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

**ARTICLE 6 - TERM; TERMINATION.**

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until \_\_\_\_\_, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

**ARTICLE 7 - CERTIFICATE OF INSURANCE.**

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance

carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company  
1400 Douglas Street, Stop 1690  
Omaha, NE 68179  
Attn: Manager  
Project No. 0705327

**ARTICLE 8 - PRECONSTRUCTION MEETING.**

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

**ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

**ARTICLE 10. ADMINISTRATIVE FEE.**

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars (\$1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

**ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.**

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

**ARTICLE 12.- EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**EXHIBIT A**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

Exhibit A will be a print showing the general location of the work site.

EXISTING CROSSING AREA = 9,150 SF ±  
NEW CROSSING AREA = 5,730 SF ±  
TOTAL CROSSING AREA 14,880 = SF ±

SIDEWALK AREA = 900 SF ±



**LEGEND:**

- EXISTING CROSSING AREA .....
- NEW CROSSING AREA .....
- SIDEWALK AREA .....
- MEDIAN .....
- UPRRCO. R/W OUTLINED .....

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

BEAUMONT, RIVERSIDE COUNTY, CA

M.P. 563.07 - YUMA SUB.

MAP SP CA V-3 / 1

SCALE: 1" = 100'

OFFICE OF REAL ESTATE  
OMAHA, NEBRASKA DATE: 3/11/2022

RRM FILE: 07530-37

CADD FILENAME 0753037.DGN

SCAN FILENAME 0753037\_CA3101.TIF



**EXHIBIT B**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.**

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

**Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

**Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

#### **Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

#### **Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

**B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.**

#### **Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

#### **Section 7. SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor

determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

[http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up\\_pdf\\_natedocs/pdf\\_up\\_supplier\\_safety\\_req.pdf](http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_natedocs/pdf_up_supplier_safety_req.pdf)

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

#### **Section 8. INDEMNITY.**

**A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.**

**B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.**

**C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.**

**D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY**

**WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.**

**E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.**

**Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

**Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

**Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

**EXHIBIT C**  
**TO**  
**CONTRACTOR'S**  
**RIGHT OF ENTRY AGREEMENT**

**Union Pacific Railroad Company**  
**Insurance Requirements For**  
**Contractor's Right of Entry Agreement**

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less than \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability insurance.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability insurance.** Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence

and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. Umbrella or Excess insurance.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. Pollution Liability insurance.** Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

### **Other Requirements**

- G.** All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J.** Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.



**EXHIBIT E  
TO  
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**Exhibit E** will be the annual signal maintenance fee.

**AREMA UNIT STATEMENT OF RAILROAD HIGHWAY GRADE CROSSING SIGNALS  
ESTIMATED MAINTENANCE COSTS**

Item 14.



**FOR PID # 106844  
BY THE UNION PACIFIC RAILROAD**

<b>STREET</b>	<b><u>PENNSYLVANIA AVENUE</u></b>
<b>TOWN</b>	<b><u>BEAUMONT, CA</u></b>
<b>MILEPOST</b>	<b><u>563.07</u></b>
<b>SUBDIVISION</b>	<b><u>YUMA</u></b>
<b>AAR/DOT NO.</b>	<b><u>760688Y</u></b>
<b>WORK ORDER#</b>	<b><u>58372</u></b>

<b>DESCRIPTION</b>	<b>VALUE</b>	<b>QUANTITY</b>	<b>UNITS</b>
<b>NON-CODED TRK. CIRCUIT (Standalone AFTAC or Ring 10)</b>	2	0	0
<b>SUPERIMPOSED CIRCUIT(AFTAC) / DETECTION LOOP</b>	2	0	0
<b>HIGHWAY GRADE CROSSING SIGNAL (FRONT LIGHTS)</b>	2	4	8
<b>ADDITIONAL PAIR OF LIGHTS (OTHER THAN FRONT LIGHTS)</b>	1	4	4
<b>GATE MECHANISM, AUTOMATIC WITH ARM UP TO 26 FT</b>	8	4	32
<b>GATE MECHANISM, AUTOMATIC WITH ARM OVER 26 FT</b>	10	0	0
<b>GCP/HXP (constant warning device, per track circuit)</b>	15	4	60
<b>EXIT GATE MANAGEMENT SYSTEM RACK*</b>	10	0	0
<b>MOVEMENT DETECTOR (PMD)</b>	6	0	0
<b>MOVEMENT DETECTOR (STANDBY UNIT)</b>	3	0	0
<b>RADIO DATA LINK, PER UNIT</b>	1	0	0
<b>PREEMPTION CIRCUIT</b>	2	0	0
<b>DATA RECORDER</b>	1	0	0
<b>REMOTE MONITORING DEVICE (SEAR, ETC)*</b>	2	1	2
<b>BONDED RAIL JOINTS (per mile, each rail, single bonded)</b>	1	0	0
<b>BATTERY AND CHARGER (per set)</b>	1	3	3
<b>TOTAL UNIT COUNT</b>			<b>109</b>
<b>PAVEMENT RESTORATION COSTS</b>			<b>(Actual)</b>
	Annual Maintenance Cost at \$170/Unit		<b>\$18,530</b>

\*UP supplied Unit Value



## Staff Report

**TO:** City Council  
**FROM:** Jeff Hart, Public Works Director  
**DATE:** July 19, 2022  
**SUBJECT:** **Third Amendment to the Professional Services Agreement with Kimley Horn for the Pennsylvania Avenue Widening Project, in an Amount Not to Exceed \$131,615**

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### Background and Analysis:

In September 2017, the City Council approved a Professional Services Agreement with Kimley Horn for the design of the Pennsylvania Avenue Widening project. Two additional design contract amendments were approved respectively in January and November of 2018, bringing the total design contract to \$405,241. Under these approved funds the Pennsylvania Avenue Widening Project was designed and is currently advertised for construction bid.

During construction, additional services will be required from the design engineer. These additional construction services are described as follows:

- Caltrans coordination – In support of the Caltrans permit, Caltrans requires a Design Standard Decision Document (DSDD) be submitted to document design conditions within the Caltrans right-of-way. Caltrans also requires a Permit Engineering Evaluation Report (PEER) be submitted which includes traffic modeling data.
- Bidding and construction services – Updates and revisions to the plans and specifications in response to bid questions. Technical review of some construction submittals, and revisions to the plans and specifications during construction as a result of potential RFI's and change orders.
- Preparation of Record Documents – Final "as-built" construction drawings created at the completion of construction.

A third amendment to the current professional services agreement with Kimley Horn is recommended to allow the design engineer to provide these required services during the construction of the Pennsylvania Avenue Widening Project.

Project Accounting Update:

Table 1 - 2017-009 Project Summary

<b>2017-009 Project Summary</b>			
Funding Source: TUMF		Total CIP Budget \$4,018,000	
<b>Project Components</b>	<b>Current Budget Amount</b>	<b>Paid to Date</b>	<b>Remaining</b>
Project Management	\$22,537.44	\$22,537.44	\$0.00
Project Contingency			
Preliminary Services			
Preliminary Services Contingency			
Environmental	\$163,976.00	\$156,655.35	\$7,320.65
Environmental Contingency			
Design	\$547,781.00	\$420,276.52	\$127,504.48
Design Contingency			
Construction			
Construction Contingency			
Construction Management			
Construction Management Contingency			
Permits	\$33,165	\$27,617.16	\$5,547.84
Equipment			
Miscellaneous	\$50.00	\$50.00	\$0.00
Unallocated CIP Budget	\$3,250,490.56	\$0.00	\$3,250,490.56
<b>Project Summary Totals</b>	<b>\$4,018,000</b>	<b>\$627,136.47</b>	<b>\$3,390,863.53</b>

Table 2 - 2017-009 Kimley Horn Cost Summary

<b>2017-009 Kimley Horn Cost Summary</b>		
	<b>Total Amount</b>	<b>Amount Remaining</b>
Current Design Contract	\$405,241.00	\$10,983.12
Proposed Amendment #3	\$131,615.00	\$131,615.00
<b>New Proposed Contract</b>	<b>\$536,856.00</b>	<b>\$142,589.12</b>

**Fiscal Impact:**

The cost to prepare the staff report is approximately \$250.

The third amendment to the professional services agreement in an amount not to exceed \$131,615 for the Pennsylvania Avenue Widening Project will be paid from the CIP project account number 2017-009.

**Recommended Action:**

Approve a third amendment to the professional services agreement with Kimley Horn for the Pennsylvania Avenue Widening Project, in an amount not to exceed \$131,615.

**Attachments:**

- A. Third Amendment to PSA with Kimley Horn
- B. Kimley Horn Scope and Fee

**THIRD AMENDMENT  
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF BEAUMONT  
AND KIMLEY HORN FOR PROFESSIONAL ENGINEERING SERVICES FOR  
PENNSYLVANIA AVENUE WIDENING (CIP 2017-009)**

THIS THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF BEAUMONT, a general law city, (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and KIMLEY HORN, a corporation whose address is 1100 W. Town and Country Rd., Suite 700, Orange, CA 92868 (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

1. RECITALS

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

A. On September 19, 2017, the City and KIMLEY HORN, entered into that certain agreement entitled “Agreement for Professional Services by Independent Contractor” for DESIGN SERVICES FOR THE PENNSYLVANIA AVENUE WIDENING PROJECT (“Agreement”).

B. City has requested a further change in scope to the work under the Agreement regarding Caltrans coordination and construction services and CONTRACTOR has requested that the scope of work should be increased as provided in the Proposal dated June 17, 2022, a copy of which is attached hereto as Exhibit “A”, and incorporated herein by this reference.

2. AMENDMENT

Section 2 of the Agreement is hereby amended to add to the Services those services identified in the Proposal attached hereto as Exhibit “A”.

Section 4.01 of the Agreement is hereby amended to increase the maximum compensation under the Agreement as follows: Under previous Amendments, compensation was set at four hundred five thousand, two hundred forty-one dollars (\$405,241). Per this Third Amendment, compensation is increased by the maximum amount of one hundred thirty-one thousand, six hundred fifteen dollars (\$131,615) as provided in the Proposal attached hereto as Exhibit “A” resulting in total compensation under the Agreement not to exceed five hundred thirty-six thousand, eight hundred fifty-six dollars (\$536,856).

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

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

**CITY:**

**CONTRACTOR:**

CITY OF BEAUMONT

KIMLEY HORN

By: \_\_\_\_\_

By: \_\_\_\_\_

Lloyd White, Mayor

Print Name: \_\_\_\_\_

ATTEST

Title: \_\_\_\_\_

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM

\_\_\_\_\_

John Pinkney, City Attorney

**EXHIBIT "A"**  
**PROPOSAL DATED June 17, 2022**





June 17, 2022

Dustin Christensen, P.E. – Principal Engineer  
 City of Beaumont - Department of Public Works  
 550 E. 6<sup>th</sup> Street,  
 Beaumont, CA 92223

**RE: *Pennsylvania Avenue Widening from 1<sup>st</sup> Street to 6<sup>th</sup> Street – Amendment No. 3 for Pennsylvania Ave – Caltrans Approvals, Bid Phase Support, and Construction Phase Support***

Dear Mr. Christensen:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this request to the City of Beaumont (City) to provide construction phase services for the Pennsylvania Avenue Widening Improvements Project. Our understanding, scope of services, and fee to perform these services are below.

### **Understanding**

Kimley-Horn completed the final engineering design that is being advertised for construction bidding. This scope of work encompasses support for the bidding and construction phases for items related to the design that Kimley-Horn has previously provided. Support for bidding and construction are not included in our current scope of work.

In addition, Caltrans has requested items that were not approved in our original scope of work. These will be provided during the subsequent phases along with design addendums, if necessary.

### **Scope of Services**

#### *Task A28 – Design Standard Decision Document (DSDD)*

Provide documentation of non-standard features within Caltrans right-of-way. This entails preparation of one Caltrans standard format DSDD for underlined and bold design exceptions. We anticipate documenting up to four non-standard features encompassing access control, lane widths, shoulder widths, and corner sight distance. Documenting existing nonstandard features that are not impacted by the Project are excluded from this scope of services, including but not limited to, side slopes, minimum vertical curve length, and interchange spacing.

*Deliverables: Draft DSDD, Final DSDD*

Mr. Christensen  
 June 17, 2022  
 Page 2 of 5

Task A29 – Permit Engineering Evaluation Report (PEER)

We will provide the PEER (Form TS-0112), which encompasses providing a project description, purpose and need, descriptions of impacts to the State Highway System, and descriptions of signalization. Other items that Caltrans may require as part of the PEER approval, such as Right-of-Way Data Sheets and a Storm Water Data Report, are excluded from this scope of work.

*Deliverables: Draft PEER, Final PEER*

Task A30 – Incorporate Caltrans PS&E Comments

Incorporate Caltrans comments on the Plans, Specifications and Opinion of Probable Construction Cost (OPCC). We assume up to two rounds of comments with one consolidated list of comments for each round of reviews.

*Deliverables: Updated Plans, Specifications and OPCC*

Task A31 – Bidding Services

At the conclusion of the bidding phase, provide one conformed set of plans and specifications for use in constructing the project. The Issue for Construction (IFC) conformed plans and specifications will reflect changes made during bidding and will be noted as a revision to the final design plans. The revisions implemented into the conformed set will be based on information provided by the City as a result of their responses and coordination of RFI's, addendums, and clarifications during bidding. Redesign of project elements is not included. Since the magnitude of updates is unknown, we have allocated up 46 hours for support of this task.

*Deliverables: IFC plans and specifications in PDF format*

Task A32 – Engineering Construction Services

Provide engineering support during the construction phase as follows:

- Respond to Requests for Information (RFIs) from the contractor. We have assumed up to 10 RFI responses will be provided.
- Prepare supplementary sketches and details to resolve field construction issues that may be encountered. These may be incorporated into the design documents as addendums. We have assumed up to a total of five sketches and details.
- Review shop drawing and materials submittals. We have assumed up to a total of five shop drawings/materials submittals will be reviewed.
- Review and provide recommendations regarding proposed change orders. Up to four change order reviews will be provided.
- Attend one pre-construction meeting and additional office or construction site meetings during construction. We will attend up to five meetings total.

Mr. Christensen  
 June 17, 2022  
 Page 3 of 5

*Deliverables: Response to RFIs, Supplementary Sketches/Details, Shop Drawings and Submittal Reviews, and Change Order Reviews*

*Task A33 – Preparation of Record Documents (Record Drawings):*

The construction contract will require the contractor to provide to the City for review and approval one set of record drawings showing the design changes and field modifications made during construction. Kimley-Horn will prepare Record Drawings by electronically incorporating the contractor markups. Since the effort associated with the extent of contractor markups is unknown at this time, we have provided up to 50 hours total to incorporate.

*Deliverables: Record drawing files saved in AutoCAD .dwg and .pdf formats*

**Assumptions & Exclusions**

- Bidding schedule is two months. Construction schedule is nine months. Construction will be complete by July 2023.
- The City will coordinate with Caltrans regarding submittals, status, resolution of comments and other related coordination as part of the PEER and encroachment permit process. The City will also compile all the PEER attachments that are completed by others (i.e. environmental studies, etc.) and submit to Caltrans.
- If Caltrans ultimately requires the Design Engineering Evaluation Report (DEER), we will need to revise our effort.
- Geotechnical support is excluded.
- Field surveys and staking is excluded.
- Additional project features and improvements to existing freeway ramps outside of the limits shown on the IFB plans are not included (addition of CHP turnouts, maintenance turnouts, drainage, signing and striping, etc.).
- We assume no impact to the existing freeway undercrossing structure from Caltrans comments. Structural design or analysis of this bridge is not included.
- We anticipate no major changes to the design as a result of Caltrans comments.
- The preparation of a Storm Water Data Report, Water Pollution Control Plan, Traffic Management Plan, Traffic Impact Report, and Intersection Control Evaluation is excluded from this scope of services.
- Visits to Site and Observation of Construction. Consultant will make visits as directed by Client in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work.
- Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance

Mr. Christensen  
 June 17, 2022  
 Page 4 of 5

of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

- Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of its observations, Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- Clarifications and Interpretations. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.
- Change Orders. Consultant may recommend Change Orders to the Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- Shop Drawings and Samples. Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.
- Substitutes and "or-equal." Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- Inspections and Tests. Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws or the Contract Documents. Consultant's review of certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.
- Limitations of Responsibility. Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the work. Consultant shall not have responsibility to stop or direct the work of any Contractor or resolve disagreements between Client and Contractor.
- Consultant will, if requested by Client, render written decision on claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith.

Mr. Christensen  
June 17, 2022  
Page 5 of 5

**Fee & Schedule**

We are requesting a not-to-exceed fee of \$131,615 to accomplish the above stated scope of services. We will provide these services according to a mutually agreed upon schedule.

**Closure**

If you concur in all the foregoing and wish to direct us to proceed with the services, please forward the appropriate contract document for our review and execution. This proposal is valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,



Darren Adrian, P.E. (No. 53031)  
Project Manager

**Attachments:**

Not-to-Exceed Fee Estimate

**City of Beaumont  
 Pennsylvania Avenue Widening  
 1st Street to 6th Street  
 Amendment 03 Not-to-Exceed Fee**

		Kimley-Horn Staff							Schedule = 11 Months			
		PIC	Project Manager	QA/QC Sr. Prof	Prof II	Prof I	Analyst II	Analyst I	Support Staff	Total Hours	Labor Cost	Total Cost
Hourly Billing Rate		\$360.00	\$360.00	\$305.00	\$190.00	\$170.00	\$155.00	\$135.00	\$115.00			
Task A28	Design Standard Decision Document (DSDD)		17		42	84	42		5	190	\$ 35,465.00	\$ 35,465.00
Task A29	Permit Engineering Evaluation Report (PEER)		6		20	10			5	41	\$ 8,235.00	\$ 8,235.00
Task A30	Incorporate Caltrans PS&E Comments		12		55	38	10	30		145	\$ 26,830.00	\$ 26,830.00
Task A31	Bidding Services		6		18		18		4	46	\$ 8,830.00	\$ 8,830.00
Task A32	Engineering Construction Services		33	8	88	6	20		12	167	\$ 36,540.00	\$ 36,540.00
Task A33	Preparation of Record Documents (Record Drawings)		4		16			30		50	\$ 8,530.00	\$ 8,530.00
<b>TOTAL HOURS</b>			<b>78</b>	<b>8</b>	<b>239</b>	<b>138</b>	<b>90</b>	<b>60</b>	<b>26</b>	<b>639</b>		
<b>Subtotals</b>		\$ -	\$ 28,080	\$ 2,440	\$ 45,410	\$ 23,460	\$ 13,950	\$ 8,100	\$ 2,990		\$ 124,430	\$ 124,430
<b>Expenses (as a percentage of labor fees)</b>											3.50%	\$ 4,355
<b>Labor Escalation</b>												\$ 2,830
<b>TOTAL COST</b>												\$ 131,615

Note: Kimley-Horn will not exceed the total maximum fee shown without authorization from the Client. Individual task amounts and hours for stated classifications are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

**EXHIBIT "A"**

**Executed Second Amendment Professional Services Agreement  
with Kimley-Horn and Associates, Inc.**

**SECOND AMENDMENT  
TO  
AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR  
(Kimley-Horn and Associates, Inc.)**

THIS SECOND AMENDMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 2<sup>nd</sup> day of January, 2019, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and Kimley-Horn and Associates, Inc., a North Carolina corporation qualified to do business in the state of California, whose address is 3880 Lemon Street, Suite 420, Riverside, CA 92501 (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

**RECITALS**

A. WHEREAS, CITY and CONTRACTOR executed that certain AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR (“Agreement”) for design services for the Pennsylvania Avenue Widening Project, dated September 19, 2017, a copy of which is attached hereto as **Exhibit C**; and

B. WHEREAS, the City amended the Agreement under the First Amendment dated January 16<sup>th</sup>, 2018 increasing the not-to-exceed amount under the Agreement to \$363,314 as provided therein, a copy of which is attached as **Exhibit B**.

C. WHEREAS, the Parties wish to further amend the Agreement to authorize additional Services and corresponding payment to CONTRACTOR as outlined in their additional scope and fee proposal (“Proposal”) dated May 24, 2018, which is attached hereto as **Exhibit A** and made a part hereof.

**AMENDMENT TO ORIGINAL AGREEMENT**

NOW THEREFORE, the Parties hereby amend the Agreement as follows:

1. **Additional Services and Compensation.** The parties agree to increase the scope of the Services, as provided in Section 2 of the Agreement, and accordingly increase the limit on fees authorized to be paid by the CITY set forth in Section 4.01 of the Agreement by an additional \$41,927 for a total not-to-exceed amount of \$405,241 as provided in the Proposal. Such compensation for Services, when earned by CONTRACTOR under the Agreement, shall be paid at the rates and on the terms and conditions set forth in the Agreement.
2. **Term.** The term of the Agreement is extended to encompass the period of time during which the Services are to be provided hereunder, but not to exceed the term of three years from the date of the Agreement or September 19<sup>th</sup>, 2020.



3. **No Other Changes.** All other terms and conditions contained in the Agreement shall remain in full force and effect. To the extent of a conflict between this Amendment and the Agreement, as amended, this Amendment shall control. Provisions in the Proposal other than the price and the Services are of no force or effect. Except as stated in this Amendment, all capitalized terms herein shall have the meaning ascribed in the Agreement.


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:   
Julio Martinez, Mayor

**CONTRACTOR:**

By:   
PE 53031  
Print Name: Darren Adrien  
Title: Vice President

**EXHIBIT "B"**

**Executed First Amendment Professional Services Agreement with  
Kimley-Horn and Associates, Inc.**

**FIRST AMENDMENT  
TO  
AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR  
(Kimley-Horn and Associates, Inc.)**

THIS FIRST AMENDMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 16<sup>th</sup> day of January, 2018, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and Kimley-Horn and Associates, Inc. whose address is 3880 Lemon Street, Suite 420, Riverside, CA 92501 (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

**RECITALS**

A. WHEREAS, CITY and CONTRACTOR executed that certain AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR (“Agreement”) for design services for the Pennsylvania Avenue Widening Project, dated September 19, 2017, a copy of which is attached hereto as **Exhibit A**; and

B. WHEREAS, the Parties wish to amend the Agreement to authorize additional payment to CONTRACTOR in exchange for additional Services to CITY as outlined in their additional scope and fee proposal dated December 18, 2017, which is attached hereto as **Exhibit B**.

**AMENDMENT TO ORIGINAL AGREEMENT**

NOW THEREFORE, the Parties hereby amend the Agreement as follows:

1. **Additional Compensation**. The parties agree to increase the limit on fees authorized to be paid by the CITY set forth in Section 4.01 of the Agreement by an additional \$83,425 for a total not-to-exceed amount of \$363,314. Such compensation, when earned by CONTRACTOR, shall be paid at the rates and on the terms and conditions set forth in the Agreement.
2. **No Other Changes**. All other terms and conditions contained in the Agreement shall remain in full force and effect. Except as stated in this Amendment, all capitalized terms herein shall have the meaning ascribed in the Agreement.

(Signature Page Follows)

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: *Nancy Carroll*  
Nancy Carroll, Mayor

By: *D. Adrien*

Print Name: Darren Adrien

Title: Vice President

**EXHIBIT "C"**

**Executed Original Professional Services Agreement with  
Kimley-Horn and Associates, Inc.**

## AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 19<sup>th</sup> day of September, 2017, by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and KIMLEY-HORN AND ASSOCIATES, INC. whose address is 3880 Lemon Street, Suite 420, Riverside, CA 92501 ("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 Design Services for the Pennsylvania Avenue Widening Project; 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. Not with standing anything in this Agreement, 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: Design Services for the Pennsylvania Avenue Widening Project and any other services which the City may request in writing from time to time. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Darren Adrian 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 CITY agrees to pay CONTRACTOR the amount as set forth in the Proposal. 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. Not with standing anything in this Section 4, total fees and charges paid by CITY under this Agreement shall not exceed two hundred seventy nine thousand eight hundred eighty nine dollars, (\$279,889) without approval by the City Council of CITY.

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 (15<sup>th</sup>) 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 advice CONTRACTOR in writing of the disputed portion.

#### 5. Obligations of CONTRACTOR.

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

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

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

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

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

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

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

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

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



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

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

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

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

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

6.04 Optional Insurance Coverage. Choose and check one: Required  /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 (with the exception of Professional Liability Insurance), shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

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

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

## 8. Indemnification.

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

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, reasonable attorneys' fees incurred by CITY, court costs, and defense costs, including expert witness fees to the extent arising out of, pertaining to, or

related to the negligence, recklessness or willful misconduct of the CONTRACTOR in the performance of this Agreement..

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 to the extent attributable to the negligence or fault of CITY.

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

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

11. Status of CONTRACTOR.

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

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

disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

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

12. Ownership of Documents; Audit.

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

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

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

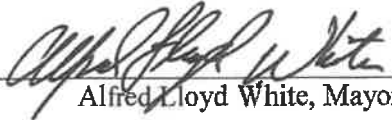
13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or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

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

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


**CITY:**

CITY OF BEAUMONT

By:   
Alfred Lloyd White, Mayor

**CONTRACTOR:**

KIMLEY HORN AND ASSOCIATES, INC.

By: 

Print Name: Darren Adrian, PE 53031

Title: Vice President



## Staff Report

**TO:** City Council

**FROM:** Jeff Hart, Public Works Director

**DATE:** July 19, 2022

**SUBJECT:** **Second Amendment to the Professional Services Agreement with IDC Consulting Engineers, Inc. for the Pennsylvania Grade Separation Project, in an Amount Not to Exceed \$1,294,849**

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### Background and Analysis:

On June 19, 2018, City Council approved a Professional Services Agreement with IDC Consulting Engineers, Inc. (IDC) for the design of 35% complete plans for the Pennsylvania Avenue Grade Separation Project (Project) for a total contract price of \$617,854. A contract amendment was approved on September 4, 2018, to incorporate a survey needed for the “shoofly” tracts which will allow the railroad to detour its alignment around the Project site bringing the total contract amount to \$630,084. Under these approved funds the Project was designed to 35% and has sat idle until additional funds to complete the design were procured.

Amidst significant growth and several extended delays associated with the at-grade crossing at Pennsylvania Avenue, City Council approved a resolution adopting the Five-Year Capital Improvement Plan for FY 22/23-26/27 and Related Prior Year CIP Project List on June 21, 2022, which included an additional \$750,000 intended to complete the design for the Project. The additional \$750,000 approved in the FY 22/23-26/27 budget, combined with remaining project funds of \$933,647 will allow the City to engage IDC to complete the engineering design. IDC has provided an updated scope and fee to complete the design engineering and deliver 100% plans and specifications to make the project “shovel ready” (see Attachment B). IDC has a proven track record of performing for City projects, and they possess the capacity and ability to complete the engineering within 18 months.

A second contract amendment increase of \$1,294,849 will allow for the completion of the engineering design, and bring the Project to Ready To List (RTL) status, for a total revised contract amount not to exceed \$1,924,933.

Project Accounting Update:

Table 1 - 2017-012 Project Summary

<b>2017-012 Project Summary</b>			
Funding Source: Road & Bridge DIF		Total CIP Budget \$2,250,000	
<b>Project Components</b>	<b>Current Budget Amount</b>	<b>Paid to Date</b>	<b>Remaining</b>
Project Management	\$8,475.60	\$8,475.60	\$0.00
Project Contingency			
Preliminary Services			
Preliminary Services Contingency			
Environmental	\$52,284.00	\$46,971.75	\$5,312.25
Environmental Contingency			
Design	\$695,334.00	\$510,905.41	\$184,428.59
Design Contingency			
Construction			
Construction Contingency			
Construction Management			
Construction Management Contingency			
Permits			
Equipment			
Miscellaneous			
Unallocated CIP Budget	\$1,493,906.40	\$0.00	\$1,493,906.40
<b>Project Summary Totals</b>	<b>\$2,250,000.00</b>	<b>\$566,352.76</b>	<b>\$1,683,647.24</b>

Table 2 - 2017-012 IDC Cost Summary

<b>2017-012 IDC Cost Summary</b>		
	<b>Total Amount</b>	<b>Amount Remaining</b>
Current Design Contract	\$630,084.00	\$119,178.59
Proposed Amendment #2	\$1,294,849	\$1,294,849
<b>New Proposed Contract</b>	<b>\$1,924,933</b>	<b>\$1,414,027.59</b>

**Fiscal Impact:**

The cost to prepare the staff report is approximately \$350.



The second amendment to the professional services agreement in an amount not to exceed \$1,294,849 for the Pennsylvania Avenue Grade Separation Project will be paid from CIP project account number 2017-012.

**Recommended Action:**

Approve a second amendment to the professional services agreement with IDC Consulting Engineers, Inc. for the Pennsylvania Avenue Grade Separation Project, in an amount not to exceed \$1,294,849.

**Attachments:**

- A. Second Amendment to PSA with IDC
- B. IDC Scope and Fee

**SECOND AMENDMENT  
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF BEAUMONT  
AND IDC CONSULTING ENGINEERS, INC. FOR PROFESSIONAL ENGINEERING  
SERVICES FOR PENNSYLVANIA AVENUE GRADE SEPARATION PROJECT  
(CIP 2017-012)**

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF BEAUMONT, a general law city, (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and IDC CONSULTING ENGINEERS, INC. whose address is 300 S. Harbor Blvd., Suite 710, Anaheim, CA 92805 (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

1. RECITALS

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

A. On June 19, 2018, the City and IDC CONSULTING ENGINEERS, INC., entered into that certain agreement entitled “Agreement for Professional Services by Independent Contractor” for ENGINEERING SERVICES FOR THE PENNSYLVANIA AVENUE GRADE SEPARATION PROJECT (“Agreement”).

B. City has requested a further change in scope to the work under the Agreement regarding engineering services and bringing the project to “Ready to List” status and CONTRACTOR has requested that the scope of work should be increased as provided in the Proposal dated July 12, 2022, a copy of which is attached hereto as Exhibit “A”, and incorporated herein by this reference.

2. AMENDMENT

Section 2 of the Agreement is hereby amended to add to the Services those services identified in the Proposal attached hereto as Exhibit “A”.

Section 4.01 of the Agreement is hereby amended to increase the maximum compensation under the Agreement as follows: Under previous Amendments, compensation was set at six hundred thirty thousand, eighty four dollars (\$630,084). Per this Second Amendment, compensation is increased by the maximum amount of one million, two hundred ninety four thousand, eight hundred forty nine dollars (\$1,294,849) as provided in the Proposal attached hereto as Exhibit “A” resulting in total compensation under the Agreement not to exceed one million, nine hundred twenty four thousand, nine hundred thirty three dollars (\$1,924,933).

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

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

**CITY:**

**CONTRACTOR:**

CITY OF BEAUMONT

IDC CONSULTING ENGINEERS, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Lloyd White, Mayor

Print Name: \_\_\_\_\_

ATTEST

Title: \_\_\_\_\_

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM

\_\_\_\_\_

John Pinkney, City Attorney

**EXHIBIT “A”**

**PROPOSAL DATED July 12, 2022**



## Scope of Services & Deliverables

Updated July 12, 2022

On July 18, 2017, City Council authorized a Request for Proposal (RFP) for the Pennsylvania Avenue Grade Separation project. The Scope of Services included in the RFP include the following three phases:

Phase 1 – Geometric Approval / Project Map

Phase 2 – Preliminary Engineering Services (35% Submittal)

Phase 3 – Final Design Services (65%, 100%, and Final Submittal)

Phase 4 – Construction Bidding / Construction Engineering Support – Optioned out after the contract award.

On June 19, 2018, City Council awarded a consultant contract to IDC Consulting Engineers, Inc. (IDC) to provide engineering design services for the Phase 1 and Phase 2 of the Pennsylvania Avenue Grade Separation project.

By May of 2019, IDC completed much of the Phase 1 and Phase 2 components include 35% submittals and draft UP rail line shoofly design. Below are list of the remaining scope of services to complete bid ready design.

### PHASE 1 – Engineering Concept Approval (Geometric Approval/ Project Maps)

1. **Project Management:** Perform project management to ensure project will be delivered as planned. Activities include working closely with the City and stakeholders to develop baseline project scope, schedule and cost. Identify project risks and manage all risks to ensure project stays on track and within the budget. – 100% completed.
2. **Data Gathering:** Gather existing relevant engineering documents, including I-10 Pennsylvania Interchange as-built plans, geotechnical information, roadway improvement plans, and recent completed project information that are part of public records to facilitate streamline design. – 100% completed
3. **Develop High Level Project Concept:** Working with the environmental team and right of way team, based on the initial data gathering, the IDC Team will provide a high level project concept to present to the City. The concept will likely be similar to the concept presented in this proposal with updated revisions based on the City's feedback. – 100% completed
4. **Field Review and Project Scope Development:** Upon the forming of the PDT, with the updated project concept, we will meet with Caltrans and UPRR in the field to discuss project impacts to the I-10 and UPRR tracks as well as gather information about their future plans for the affected facilities. – 100% completed





5. **UPRR Coordination and Shoofly Design:** Planning level coordination effort is critical to obtain UPRR's buy-in regarding proposed bridge type, preliminary shoofly track design proposal. – 50% completed
6. **Survey and Base Map:** Perform field surveys and develop base map for design use. Work includes horizontal and vertical control, photogrammetry mapping and DTM. – 100% completed
7. **Preliminary Drainage Report:** Lowering Pennsylvania Avenue and widening of the street will change the existing street drainage pattern. Preliminary hydrologic and hydraulic analysis will be prepared for the proposed drainage system. – 100% completed
8. **Preliminary Geotechnical Report and Foundation Report:** Preliminary Geotechnical Report will be prepared to document on-site subsurface geo condition. Roadway pavement section as well as foundation recommendations for bridges and retaining walls will be included in the Foundation Report. – 100%
9. **Advance Planning Study (APS):** An Advance Planning Study for the grade separation structure will be provided along with any special walls that might be needed for the project. The APS will provide bridge concept and cost estimate. – 0%
10. **Engineering documents for project impacts to the I-10/ Pennsylvania Interchange:** We will work closely with the City's I-10/ Pennsylvania Interchange team for the inclusion of project impacts. – 50%
11. **Preliminary Right of Way requirement:** A preliminary right of way requirement map will be prepared to demonstrate right of way impact as well as to establish program level estimate. – 100%

## PHASE 2 – Preliminary Engineering Services (35% Submittal)

1. **Project Management:** Perform project management to ensure project will be delivered as planned. Activities include working closely with the City and stakeholders to develop baseline project scope, schedule and cost. Identify project risks and manage all risks to ensure project stays on track and within the budget. – 100%
2. **Prepare 35% Roadway Plans:** Roadway plans that include horizontal control plans, layouts, typical sections, profiles, drainage plans, grading plans, temporary erosion control plan, utility plans, stage construction, signing and striping plan, retaining walls, street lighting, electrical plans (if needed), landscaping plans, traffic signal plan and bridge plans. – 100%
3. **Design Drainage Report:** Perform final drainage analysis to determine drainage system for the project. Finalize drainage report based on the latest roadway and bridge design. Prepare drainage plan with system layout, sizing, and possible pump station design if needed. – 20%
4. **Foundation Report:** Update preliminary foundation report based on the result of borings. Proposed bridge foundation and retaining foundations will be included in the report. – 30%





5. **Bridge Design and Bridge Type Selection Report:** Bridge design will be performed using AREMA, UPRR and Caltrans design guidelines and standards. Two bridge alternatives will be prepared for consideration. General Plan and Foundation Plan, as well as planning level cost estimate, will be prepared for the Type Selection Report. – 0%
6. **Railroad Shoofly Plans:** A shoofly design will be prepared to set alignments after UPRR’s concurrence of the preliminary shoofly conceptual design. For the purpose of this proposal, we assume the geometrics of UPRR tracks will remain unchanged. We will support the City to ensure a win-win project for the City and UPRR. – 50%

### PHASE 3 – Final Design Services (65%, 100%, and Final Submittal)

1. **Project Management:** Perform project management to ensure project will be delivered as planned. Activities include working closely with the City and stakeholders to develop baseline project scope, schedule and cost. Identify project risks and manage all risks to ensure project stays on track and within the budget.
2. **Project Approvals:** In order to proceed with final design, the following approvals ,maybe required:
  - UPRR approvals: bridge type selection, shoofly and track design and geometrics
  - Caltrans approvals: 35% plan set for project within Caltrans right of way
  - Riverside County Flood Control District: Design Drainage Report

### PS&E Final Design Submittals:

- Title Sheet
- Alignment Control and Notes
- Typical Sections
- Roadway Removals
- Roadway Layouts
- Roadway Profiles
- Construction Details
- Drainage Plans
- Drainage Profiles
- Drainage Details
- Temporary Water Pollution Control
- Contour Grading
- Construction Area Signs
- Stage Construction and Traffic Control
- Stage Construction Profile
- Signing and Striping
- Signaling and Striping Details





- Traffic Signal Plan
- Temporary Traffic Signal
- Temporary Traffic Signal Details
- Electrical Plans
- Temporary Electrical Plans
- Utility Plans
- Landscape Plans and Details
- Irrigation Plans
- Planting Plans
- Retaining Wall Plans
- Retaining Wall Details
- Bridge Plans
- 100% Engineering Estimate
- Specifications
- Structural Independent Check Calculations per Caltrans guidelines









## Staff Report

**TO:** City Council  
**FROM:** Sean Thuilliez, Chief of Police  
**DATE:** July 19, 2022  
**SUBJECT:** Approval of Agreement with Intrensic, LLC for Body Worn Camera Services and Upgrade

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### Background and Analysis:

Since 2015, body worn cameras have been standard-issued equipment for officers of the Beaumont Police Department. The cameras promote professionalism, accountability, and transparency by documenting officer performance and interactions with the public. They also protect the officers from false accusations of misconduct which reduces liability and the potential for litigation against the City.

The Beaumont Police Department has utilized Intrensic, LLC for body worn camera and software platform since 2015 and the devices have proven to be easy to use and reliable in its recordings and storage.

Intrensic, LLC has recently updated their software platform with a new X2 camera product which includes the following functionality:

- Automatic pre-record ability
- Tamper resistance
- Audit trail of recordings uploaded by officers
- Data security
- Video and audio quality
- Hardware maintenance replacement
- Routine software updates
- Ongoing technical support from the manufacturer
- Evidence management system
- Intrensic performs the redaction of private and sensitive information captured on video

While the department is currently mid-way through the original contract, there is a need to not only upgrade, but also add twenty cameras to the City's inventory. This increase is based on the organizational growth. The department, in concert with Intrensic, LLC would terminate the existing contract for the new four-year contract. By capitalizing on the new all-inclusive software model, it is anticipated that it would extend the body worn camera program's relevancy and reduce future costs in re-design and retrofitting.

The proposal attached includes seventy (70) X2 cameras, three (3) charging and downloading dock stations, software, and mounting platforms. Included is a "no-fault" repair/replacement coverage that safeguards the department against any costs incurred due to damage(s) that occur in the ordinary course of police work. All sworn staff members, Animal Control Officers, Cadets, and Community Service Officers will receive body worn cameras. This software utilizes cloud storage which will continue to be free of cost to the department.

Beaumont Police Department Body Worn Camera Statistics:

**Total Pieces of Evidence Uploaded – 132,090 since December 12, 2016**

**Total Cases Created – 770 since June 1, 2018**

**Total Files in Cases – 7,469 since June 1, 2018**

**Total Cases Shared – 473 since July 3, 2018**

**Fiscal Impact:**

This four-year contract is for \$170,813.45 or \$42,703.36 annually.

**Recommended Action:**

Approve the four-year agreement between the City of Beaumont and Intrensic, LLC for Body Worn Camera Services and Upgrade in the total amount of \$170,813.45.

**Attachments:**

A. Intrensic Software-Storage Agreement for the Beaumont Police Department



**Intrensic Software-Storage Agreement for the  
*Beaumont Police Department***

**This Purchase Agreement has been Prepared for:  
*Beaumont Police Department***

**Chief Sean Thuilliez  
Lieutenant Greg Fagan**

By: Matthew J. Dugas  
Date: 7, June, 2022

## INTRENSIC LICENSE AND HARDWARE PURCHASE AGREEMENT

THIS INTRENSIC LICENSE AND HARDWARE PURCHASE AGREEMENT (“*Agreement*”) is entered this 7th day of **June 2022** (the “*Effective Date*”) between INTRENSIC, LLC (“*Intinsic*”, “*we*”, “*us*”, or “*our*”) and the *Beaumont Police Department* the entity you represent (“*Customer*” or “*you*”).

### 1. HARDWARE PURCHASE.

**1.1 Purchase of Hardware.** During the Term (as defined herein), Intinsic may provide to Customer a camera and related documentation, accessories, parts, and upgrades (“*Hardware*”). Hardware shall be provided to you only upon execution by you of a purchase order in the form attached hereto as *Exhibit A* (“*Agency Purchase Order*”). The terms set forth on such Purchase Order shall apply to the purchase of any Hardware by Customer. Notwithstanding the foregoing, in the event of a conflict between any term of this Agreement and any term set forth on a Purchase Order, the term of this Agreement shall be deemed controlling.

**1.2 Price Terms.** Hardware prices shall be specified by Intinsic in its then current price list, which is attached hereto as *Exhibit B* (“*Hardware, Intinsic Proposal and Pricing*”). Each Purchase Order issued to Intinsic shall set for the Hardware being purchased by you, along with the current price for such Hardware as published in the Hardware Price List. All shipping and freight charges with respect to the Hardware shall be itemized by Intinsic on the Hardware Price List.

**1.3 Shipping; Delivery; Title.** Unless otherwise stated on a Purchase Order or as notified by Intinsic, all Hardware ordered by you will be shipped within Two-Three weeks of acceptance of the Purchase Order. Unless otherwise expressly stated on the Purchase Order, delivery shall be included.

### 2. ACCESS AND USE RIGHTS.

**2.1 Orders.** Customer will receive access to the Windows-based Intinsic™ video capture and storage solution, which is designed to allow you to retain the security of Customer’s video and photographic evidence captured with the Hardware, or any other software or other solution offered by Intinsic from time to time (“*Intinsic Offering*”). The Intinsic Offering that will be made available to Customer will be set forth in a subscription order form executed by the parties in the form attached hereto as *Exhibit C* (“*Subscription Order Form*”). Each Subscription Order Form is incorporated into this Agreement. In the event of a conflict between any term of this Agreement and any term set forth on a Subscription Order Form, the term of this Agreement shall be deemed controlling.

**2.2 Provision of Access.** Subject to the terms and conditions contained in this Agreement, including the Subscription Order Form, Intinsic hereby grants to Customer and any individual who is an employee of Customer, authorized, by virtue of such individual’s relationship to, or permissions from, Customer, to access the Intinsic Offering pursuant to Customer’s rights under this Agreement (each, an “*Authorized User*”), a non-exclusive, revocable, non-transferable, non-sublicenseable right to access the features and functions of the Intinsic Offering during the Subscription Term, and in accordance with the Documentation and Policies as provided by Intinsic. On or as soon as reasonably practicable after the effective date of the Subscription Order Form, Intinsic shall provide to Customer and any Authorized Users the necessary passwords, access codes, technical specifications, and

connectivity standards or protocols, to allow Customer to access the Intinsic Offering (“**Access Protocols**”). Customer may only use the Intinsic Offering in accordance with the Access Protocols.

**2.3 Authorized Users.** The Intinsic Offering and data storage are not subject to usage limits as specified in the Subscription Order Form. The Intinsic Offering may not be accessed by more than that the number of Authorized uploading users specified on the Subscription Order Form, and an Authorized User’s identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Intinsic Offering; provided, in no event will the active Authorized Users at any given time exceed the number of Authorized Users specified in the Subscription Order Form. Customer agrees to comply with the terms of this Agreement and all laws, rules, regulations, and policies applicable to Customer’s use of the Intinsic Offering. Customer will be responsible for all actions or omissions of its Authorized Users. If Customer becomes aware of any violation of this Agreement by an Authorized User, Customer will immediately terminate that Authorized User’s access to the Intinsic Offering.

**2.4 Usage Restrictions.** Neither Customer nor any Authorized User may use the Intinsic Offering in any manner or for any purpose other than as expressly permitted by this Agreement. Neither Customer nor any Authorized User may, or attempt to: (a) permit any third party to access the Intinsic Offering except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Intinsic Offering; (c) reverse engineer, disassemble, or decompile the Intinsic Offering or apply any other process or procedure to derive the source code of any software included in the Intinsic Offering, or allow any others to do the same; (d) access or use the Intinsic Offering in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Intinsic Offering in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Intinsic Offering, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Intinsic Offering; (h) access the Intinsic Offering in order to build a competitive product or software or copy any features, functions, or graphics of the Intinsic Offering; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Intinsic Offering or any copies of the Intinsic Offering; or (j) use the Intinsic Offering to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Intinsic Offering you have used. You may only use our trademarks in accordance with the Intinsic Trademark Use Guidelines (located at [www.intinsic.com](http://www.intinsic.com)).

### **3. OWNERSHIP AND IP RIGHTS.**

**3.1 IP Rights.** Subject to the rights granted in this Agreement, Intinsic and its licensors own and reserve all right, title, and interest in and to the Intinsic Offering, including all intellectual property rights therein. If Customer or any Authorized Users provide any suggestions to us for enhancements or improvements, Intinsic will own all right, title, and interest in and to the suggestions and have the right to use the suggestions without restriction, even if Customer and its Authorized Users have designated the suggestions as confidential. Customer irrevocably assign to Intinsic all

right, title, and interest in and to the suggestions and agree to provide Intrensic any assistance Intrensic may require to document, perfect, and maintain our rights in the suggestions.

**3.2** Customer controls and owns all right, title, and interest in and to any and all content, including videos, uploaded to or through the Intrensic Offering (“*Customer Content*”), and Intrensic obtain no rights to Customer Content, except as necessary to provide the Intrensic Offering to Customer. Customer is solely responsible for the uploading, sharing, withdrawal, management and deletion of Customer Content in connection with the Intrensic Offering. Customer consents to Intrensic’s limited access to Customer Content solely for the purpose of providing and supporting the Intrensic Offering to Customer and its Authorized Users. Customer represents that Customer owns all Customer Content; and that neither the Customer Content, nor Customer’s or any Authorized User’s use of Customer Content in connection with the Intrensic Offering, will violate the terms of this Agreement or any applicable laws, rules, regulations and policies.

#### **4. DATA SECURITY.**

**4.1** Customer Responsibilities. Customer is responsible for maintaining the security of Customer’s and its Authorized Users’ usernames and passwords and taking steps to maintain appropriate security and access by Authorized Users to Customer Content. Log-in credentials are for Customer’s internal use only and Customer may not sell, transfer, or sublicense them to any other entity or person. Customer agrees to be responsible for all activities undertaken by Customer, its employees, contractors or agents, and Authorized Users which result in unauthorized access to Customer’s account or Customer Content. Audit log tracking for the video data is an automatic feature of the Intrensic Offering which provides details as to who accesses the video data and may be downloaded by Customer at any time. Customer will contact Intrensic immediately if Customer believes an unauthorized third party may be using Customer’s account or Customer Content or if Customer’s account information is lost or stolen. Further, Customer and its Authorized Users shall be responsible for all changes to and/or deletions of the Customer Content. Customer shall have the ability to export Customer Content out of the Intrensic Offering and is encouraged to make its own back-ups of the Customer Content. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Customer Content. Customer acknowledges and agrees that, except as otherwise agreed between the parties or in a separate written agreement, Intrensic will have no obligation to back up Customer Content, nor will Intrensic have any liability for any loss or corruption of Customer Content, nor will Intrensic have any obligation under this Agreement to retain any Customer Content after the expiration or termination of the Agreement.

**4.2** Intrensic Responsibilities. Notwithstanding anything contained in this Section 4, Intrensic will implement commercially reasonable and appropriate measures designed to secure Customer Content against accidental or unlawful loss, access or disclosure. Intrensic will maintain a comprehensive Information Security Program (“*ISP*”) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital media you upload, security education, risk management, and data protection.

**5. INTENSIC SUPPORT.** Intinsic will make available to Customer updates to the Intinsic Offering, as released by Intinsic and made generally available to its other customers. Updates may be provided electronically via the Internet. It is Customer's responsibility to establish and maintain adequate access to the Internet in order to receive the updates. Intinsic will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities). Customer is responsible for maintaining the computer equipment and Internet connections necessary for Customer's use of the Intinsic Offering.

**6. DATA PRIVACY.** Intinsic will not disclose Customer Content or any information about Customer except as compelled by a court or administrative body or required by any law or regulation. Intinsic will give Customer notice if any disclosure request is received for Customer Content. Customer agrees to allow Intinsic access to certain information of Customer as necessary in order to: (a) perform troubleshooting for Customer's account at Customer's request or as part of our regular diagnostic screenings; (b) enforce our agreements or policies governing your use of Intinsic Offering; or (c) perform analytic and diagnostic evaluations of the systems.

**7. DATA STORAGE.** Intinsic will determine the locations of the data centers in which Customer Content will be stored and accessible by your end users. For United States customers, Customer Content that is stored in the Intinsic Offering will remain within the United States including any backup data, replication sites, and disaster recovery sites. Customer consents to the transfer of Customer Content to Intinsic's third party providers for the purpose of storing Customer Content. Ownership of Customer Content remains with Customer.

**8. FEES AND PAYMENT.** The current purchase and pricing schedule for the Hardware and Intinsic Offering are set forth in the attached *Exhibit B*. Additional Authorized Users may be added during the Subscription Term at the pricing in effect at the time of purchase of such additional Authorized Users, prorated for the duration of the Subscription Term. You are responsible for paying all subscription fees and applicable taxes and duties for Intinsic Offering. Unless otherwise specified on a Subscription Order Form, all fees for Intinsic Offering are due and payable net 30 days for approved credit. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. Intinsic reserves the right to charge additional fees for you exceeding your purchased storage amounts or for Intinsic's assistance in the downloading or exporting of Customer Content. We may charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments. If a delinquent account is sent to collections, you are responsible for all collection and attorneys' fees.

**9. SUSPENSION OF INTENSIC OFFERING.** Intinsic may suspend Customer's or any Authorized User's right to access or use any portion or all of the Intinsic Offering immediately upon notice to you if we determine:

**9.1** Customer's or an Authorized User's use of or registration for the Intinsic Offering (i) poses a security risk to the Intinsic Offering or any third party, (ii) may adversely impact the Intinsic Offering or the systems or content of any other customer, (iii) may subject us, our affiliates, or any third party to liability, or (iv) may be fraudulent;

**9.2** Customer is, or any Authorized User is, in breach of this Agreement, including if Customer is delinquent on its payment obligations for more than 30 days; or



**9.3** Customer has become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.

**9.4** If Intinsic suspends Customer's right to access or use any portion or all of the Intinsic Offering, Customer remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Intinsic will not delete any Customer Content during such period of suspension, except as specified elsewhere in this Agreement.

**10. TERM.** The term of this Agreement shall commence on the Effective Date and continue in full force and effect for a period of **48 months** ("**Initial Term**"), unless earlier terminated in accordance with Section 11 below. As long as one (1) or more Subscription Order Forms remains in effect, this Agreement automatically renews for additional successive terms of one (1) year (each, a "**Renewal Period**") each after the completion of the Initial Term at the list prices then in effect, unless either party provides the other party with written notice of its intent not to renew, within sixty (60) days prior to the end of the then-current term. The Initial Term and any Renewal Period shall collectively be referred to as the "**Term**".

**10.1** Subscription Term. The subscription term for the Intinsic Offering will begin on the effective date set forth on the applicable Subscription Order Form and will remain in effect for the subscription term agreed to in the Subscription Order Form, unless earlier terminated in accordance with Section 11 below ("**Subscription Term**").

**11. TERMINATION FOR CAUSE.**

**11.1 By Either Party.** Either party may terminate this Agreement for material breach or default by the other party, which has not been cured within 30 days of receipt of written notice of such material breach or default.

**11.2 Effect of Termination.** Upon any termination of this Agreement: (a) all of Customer's rights under this Agreement immediately terminate; (b) Customer remains responsible for all fees and charges incurred through the date of termination; and (c) Sections 3, 8, 11-12, 14-19 will continue to apply in accordance with their terms.

**12. RETURN OF CUSTOMER CONTENT.**

**12.1 During the Term.** Customer may log into Customer's account on the Intinsic Offering to retrieve and manually download Customer Content at any time during the Term.

**12.2 Post-Termination Access.** Intinsic will not delete any Customer Content as a result of a termination during the 90 days following termination. During this 90-day period Customer may retrieve Customer Content only if Customer has paid all amounts due (there will be no application functionality of the Intinsic Offering during this 90-day period other than the ability for Customer to retrieve Customer Content). Customer will not incur any additional fees if Customer downloads Customer Content from the Intinsic Offering during this 90-day period. Intinsic has no obligation to maintain or provide any Customer Content after the 90-day period and may thereafter, unless legally prohibited, delete all Customer Content stored in the Intinsic Offering.

**12.3 Post-Termination Assistance.** Intinsic will provide Customer with the same post-termination data retrieval assistance that Intinsic generally makes available to all customers. Requests that Intinsic provide additional assistance to Customer in downloading or transferring Customer Content will result in additional fees from Intinsic and we will not warranty or guarantee data integrity or readability in the external system.

**13. THIRD-PARTY PRODUCTS AND SOFTWARE.** No purchase of third-party products or software is required to use the Intinsic Offering other than a computer and Internet access. Any acquisition by Customer of third-party products or software and any exchange of data or Customer Content between Customer and any third-party provider, is solely between Customer and the applicable third-party provider; including any fees necessary to obtain or use the third-party products or software. Intinsic is not responsible for examining or evaluating the content or accuracy of third-party products or software and Intinsic does not warrant and will not have any liability or responsibility for any third-party products or software, or for any other materials, products, or software of third parties.

**14. REPRESENTATIONS BY YOU.** You represent and warrant to us that: (a) you have been duly authorized by the laws of the applicable jurisdiction, and by a resolution of your governing body, if legally required, to execute and deliver this Agreement and to carry out your obligations under this Agreement; (b) all legal requirements have been met, and procedures have been followed, including public bidding, if legally required, in order to ensure the enforceability of this Agreement; (c) if you are a government agency, that the Intinsic Offering will be used by you only for essential governmental or proprietary functions consistent with the scope of your authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; (d) if you are a government agency, you have funds available to pay until the end of its current appropriation period, and you intend to request funds to make payments in each appropriation period, from now until the end of the Term; and (e) you are responsible for (i) your or any of your Authorized Users' use of the Intinsic Offering (including any activities under your account and use by your employees and agents), (ii) breach of this Agreement or violation of applicable law by you or any of any Authorized Users, (iii) Customer Content or the combination of Customer Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Customer Content or by the use of Customer Content, (iv) a dispute between you and any Authorized Users, and (v) a dispute between you and any third-party over your collection or use of Customer Content. You agree to maintain insurance coverage up to the amount allowed by State and local laws and regulations that would cover any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any third-party claim in this Section 14, and shall name Intinsic as an additional insured under all such policies and coverage.

**15. INTENSIC WARRANTY.** All Hardware is warranted for one year from the Effective Date of this Agreement in accordance with the manufacturer's warranty. We warrant that the Hardware and Intinsic Offering (a) will perform materially in accordance with the Documentation. All warranties or guarantees given or made by us with respect to the Intinsic Offering are solely for the benefit of you and Authorized Users and are not transferable and are null and void if you breach any term or condition of this Agreement.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE HARDWARE AND INTENSIC OFFERING ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND INTENSIC AND ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR

OTHERWISE THAT THE HARDWARE OR INTRENSIC OFFERING WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING CUSTOMER CONTENT OR THE THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR THAT THE HARDWARE OR THE INTRENSIC OFFERING WILL MEET YOUR REQUIREMENTS. EXCEPT AS PROVIDED IN THIS SECTION 15, TO THE EXTENT PROHIBITED BY APPLICABLE LAW, INTRENSIC AND ITS AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, DATA ACCURACY, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE INTRENSIC OFFERING IS IN ACCORDANCE WITH APPLICABLE LAW. You are solely responsible for: (a) all data uploaded to the Intrensic Offering; (b) configuring and setting up any hardware or networks that enable you to connect to the Intrensic Offering; (c) your networks and how they may interact with the Hardware, or Intrensic Offering; and (d) any security settings you establish to interact with or on the Intrensic Offering. Intrensic disclaims any warranties or responsibility for data corruption or errors with respect to data that is uploaded to the Intrensic Offering.

**16. INDEMNIFICATION BY US.** Intrensic will defend, indemnify, and hold Customer harmless, and each of your respective employees, deputies, directors, and representatives from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) actually awarded or settled in court, arising out of or relating to any: (a) the grossly negligent acts or omissions, or any willful misconduct of Intrensic, save and except for damage or injury caused solely by the negligence of Customer, its Authorized Users, or its or their agents, deputies, or employees; and (b) third-party claim alleging that the use of the Intrensic Offering as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The foregoing indemnification obligation is conditioned on Customer providing Intrensic with prompt written notice of each such claim, tendering to Intrensic the defense or settlement of each such claim at Intrensic's expense, and cooperating fully with Intrensic in the defense or settlement of each such claim. If Intrensic receives notice of an alleged infringement, or if Customer's use of the Intrensic Offering will or may be prevented by permanent injunction, Intrensic may, at its sole option and expense, procure for Customer the right to continue using the Intrensic Offering as provided in this Agreement, modify the Intrensic Offering so that it no longer infringes, replace the Intrensic Offering with other software of equal or superior functional capability, or in the case of trademark infringement, instruct you to use an alternative trademark. To the extent any of the foregoing is not commercially feasible, as reasonably determined by Intrensic, Intrensic may, at its sole option, terminate the Agreement and refund to Customer all prepaid but unused amounts for the allegedly infringing portion of the Intrensic Offering. Notwithstanding any of the foregoing, Intrensic will have no liability to or obligation to indemnify Customer or any third party to the extent any alleged infringement or claim of infringement based upon: (a) any modification of the Intrensic Offering by Customer or any third party not approved by us; (b) use of the Intrensic Offering in connection or in combination with equipment, devices, or software not approved, authorized, or recommended by us; (c) the use of Intrensic Offering other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Intrensic as part of or in connection with the Intrensic Offering.

**17. LIMITATIONS OF LIABILITY.** INTRENSIC AND ITS AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER INTRENSIC NOR ANY OF ITS AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, DAMAGES, OR OTHER LIABILITY ARISING FROM OR IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE INTRENSIC OFFERING, INCLUDING AS A RESULT OF ANY (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE INTRENSIC OFFERING, (ii) INTRENSIC'S DISCONTINUATION OF ANY OR ALL OF THE INTRENSIC OFFERING, OR, (iii) WITHOUT LIMITING ANY OTHER OBLIGATIONS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE INTRENSIC OFFERING FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SOFTWARE; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE INTRENSIC OFFERING; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY CUSTOMER CONTENT OR OTHER DATA. IN ANY CASE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, INTRENSIC AND ITS AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO INTRENSIC UNDER THIS AGREEMENT FOR THE INTRENSIC OFFERING THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

**18. MISCELLANEOUS.**

**18.1 Definitions.**

**18.1.1** "*Documentation*" means the user guides, quick reference guides, and other technical and operations manuals and specifications for the Intrensic Offering provided by us, as that documentation may be updated by us from time to time.

**18.1.2** "*Confidential Information*" means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates that is not subject to your public record laws. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information.

**18.1.3 “Policies”** means any Software Level Agreement, the Trademark Use Guidelines, all restrictions as described by Intrinsic, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

**18.2 Confidentiality.** Any party may use the other party’s Confidential Information only as permitted under this Agreement in connection with its obligations hereunder. Except as required by applicable law or judicial order, Customer will not disclose Intrinsic’s Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Customer will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Intrinsic’s Confidential Information.

**18.3 Force Majeure.** Neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the parties’ reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

**18.4 Independent Contractors.** The parties are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

**18.5 No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

**18.6 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, we agree that neither we nor our employees will discriminate against any person, whether employed by us or otherwise, on the basis of basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by us or placed by or on behalf of us, we will state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

**18.7 U.S. Government Rights.** The Intrinsic Offering is provided to the U.S. Government as “commercial items,” “commercial computer software,” “commercial computer software documentation,” and “technical data” with the same rights and restrictions generally applicable to the Intrinsic Offering. If you are using the Intrinsic Offering on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Intrinsic Offering. The terms “commercial item,” “commercial computer software,” “commercial computer software documentation,” and “technical data” are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

**18.8 Import and Export Compliance.** In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the U.S. Office of Foreign Assets Control. You are solely responsible for compliance related to the manner in which you choose to use

the Intinsic Offering, including your transfer and processing of Your Content, the provision of Your Content to end users, and the region in which any of the foregoing occur.

**18.9 Assignment.** Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party; except that Intinsic may assign or otherwise transfer this Agreement or any of Intinsic's rights or obligations under this Agreement without your consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) to as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

**18.10 No Waivers.** The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision at a later time. All waivers by a party must be in writing and sent in accordance with this Agreement to be effective.

**18.11 Severability.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of the Agreement will remain in full force and effect.

**18.12 Governing Law; Venue.** This Agreement shall be governed by the laws of the of the **Commonwealth of Virginia** without reference to its conflict of law rules. The parties agree to submit exclusively to the Federal and state courts of Virginia in the event of any action that arises under this Agreement. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

**18.13 Litigation Costs.** In the event of any legal action to enforce the provisions of this Agreement, the successful party in enforcing any provision of this Agreement will be awarded that party's reasonable outside attorneys' fees and taxable costs.

**18.14 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language.

**18.14.1 To Customer.** Intinsic may provide any notice to Customer under this Agreement by: (i) posting a notice on Customer's specific agency site; or (ii) sending a message to the email address(es) then associated with Customer's account. Notices Intinsic provides by posting on Customer's site will be effective upon posting and notices we provide by email will be effective when we send the email. Customer will be deemed to have received any email sent to the email address then associated with Customer's account when Intinsic sends the email, whether or not Customer actually receives the email.

**18.14.2 To Intinsic.** To give Intinsic notice under this Agreement, Customer must contact Intinsic: (i) by email transmission to contact@Intinsic.com; or (ii) by personal delivery, overnight courier or registered or certified mail to Intinsic, LLC, 100 Congress, Suite 2000, Austin, TX 78701. We may update the email or address for notices to us by posting a notice on your site. Notices provided by personal delivery will be effective immediately. Notices provided by email

transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective 3 business days after they are sent.

**18.15 Entire Agreement.** This Agreement, including the Purchase Order, Subscription Order Form(s), and any Policies provided by INTRENSIC, constitutes the entire agreement between Customer and Intrensic regarding the Hardware and the Intrensic Offering. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Customer and Intrensic, whether written or verbal, regarding the subject matter of this Agreement. Customer agrees that Customer’s purchases are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Intrensic regarding future functionality or features of the Intrensic Offering. Intrensic will not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement.

**18.16 Voluntary Agreement.** This Agreement was negotiated and executed voluntarily and is not the result of duress, fraud, undue influence or any threat of any kind. All parties had the opportunity to read and consider this Agreement, to consult with counsel, and fully understand the Agreement.

**18.17 Counterparts.** This Agreement may be executed in multiple counterparts, each of which is considered an original, and together, will constitute the entire Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of the document as if the original had been received.

**INTRENSIC, LLC**



By:

**Title:** *National Director of Business Development, Intrensic*

***Beaumont Police Department***

By: \_\_\_\_\_ Purchase Order: \_\_\_\_\_

Title: \_\_\_\_\_ Dated : \_\_\_\_\_

***Exhibit A***  
***Agency Purchase Order (if applicable)***



## Exhibit B Hardware Refresh Detail

### Body Worn Camera Program Proposal

A Detailed Pricing Model of all Material & Services by Intrensic

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**Agency Information**

**Beaumont Police Department**  
550 East 6th Street  
Beaumont, CA 92223  
Lieutenant Greg Fagan  
951-769-8500

**Presented By:**  
**Matt Dugas - National Director of Business Development**

Intrensic's Proposal Terms of Service for your Agency - (No Hidden Costs)

70	Number of Agency - Active Uploading Body-Worn Camera Users
48	Month : term of the program proposed

\*PLAN-A: Intrensic Hardware, Training and Shipping is a one-time expense we have rolled into even payments across the term of the agreement

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**Quantity**     **The Intrensic X2 - Body Worn Camera**

70	intrensic - X2 64GB Body Worn Camera Kit with GPS <small>* Includes X2 Camera, Single Dock, Cables, Car Charger, Wall Charger and Standard Spring Clip</small>
3	intrensic - X2 Single Camera Charging / Uploading Station intrensic - X2 10 Camera Charging / Uploading Station intrensic - X2 USB Transfer Cable intrensic - X2 Klick Fast - Standard - Magnet Mount intrensic - X2 Klick Fast - NEW - Magnet Mount intrensic - X2 Klick Fast Molle Strap Mount - High intrensic - X2 Klick-Fast Stud intrensic - X2 Klick-Fast Carrier Mount ( 4-screws) intrensic - X2 Replacement Alligator Clip intrensic - X2 70 degree FOV External Camera
6	"Intrensic's Free "Hot-Service-Spare" Cameras

**Quantity**     **Intrensic - Body Worn Camera Accessories**

-50	* Refresh Credit @ \$125./Camera for the GoPro Hero Session 50 GoPro Hero Session - Refresh Credit : \$ 6,250.00
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**intrensic - Hardware Shipping Costs**

1	Intrensic Equipment Shipping
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**Quantity**     **Intrensic's Annual Subscription Services and Support**

1	Enterprise Sharing License (1-Per Agency)
70	Unlimited Access License (User/Year)
70	Mobile Uploading License (User/Year)
70	Intrensic's Professional Redaction (1Hr/User/Year)
70	Unlimited Body Camera Cloud Storage (User/Year)
70	Annual Extended Warranty ( Camera / Year )
70	CAD Integration License (User/Year)

**Days**     **Intrensic's On-Site Training and Deployment Services**

4	Days Intrensic's On-Site Personal Training Service
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X2 Body Camera

The intrensic X2 body camera is the lightest and has the longest battery life than any other body camera on the market

The intrensic X2 body camera is a high-definition video recorder for law enforcement with ultra high quality 2K HD video. With its 140° wide angle lens and 64GB of storage, it can capture everything that happens for up to 14 hours. With the press of a single button, recording can start even when the camera is turned off. The built in LCD allows you to review videos, photos or audio recordings in the field. The X1 has a durable housing along with a waterproof rating of IP66. The X1 paired with Intrensic's Digital Evidence Management is a great option for many users.

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**Important Considerations that are always included with Intrensic**

- \* INCLUDED: "Our True Unlimited Storage" of All Media ( Body Camera and Ancillary Evidence )
- \* INCLUDED: Professional Redaction Services for Body Camera Video and Audio ( @ 1hr/User/Yr. )
- \* INCLUDED: All Admin Users, Evidence Tech and Ancillary Users to the System
- \* INCLUDED: On-Site Professional Training and Intrensic's 24x7 Customer Support
- \* INCLUDED: FREE - "Hot Spare" Warranty Replacement Cameras left on-site with you.
- \* INCLUDED: FREE Software Upgrades and Enhancements to the Intrensic DEMS program
- \* INCLUDED: Your Equipment is covered by intrensic's 12-month Warranty
- \* INCLUDED: Your Optional Extended Warranty for all years of the agreement

**Annual Agency Invoicing Amounts**

	* With Four Even Payment - Plan "A"
\$45,853.36	Year #1 - Invoice Amount
\$45,853.36	Year #2 - Invoice Amount
\$45,853.36	Year #3 - Invoice Amount
\$45,853.36	Year #4 - Invoice Amount
\$183,413.45	A Total Cost of Ownership

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Badge #100 Never Forgotten

Category MSRP	Itemized By Category	Agency Discount
\$29,749.35	Total Cost of Hardware	2,379.95
\$41,205.00	Software- Storage ( annual )	6,180.75
\$3,196.00	On-Site Training (one-time)	
\$4,200.00	Extended Warranty ( annual )	
	*extended warranty only after year #1	

**Intrensic's Cost Breakdown (Reference)**

One time Costs	Hardware Costs	Annual Software & Storage
\$27,369.40	\$35,024.25	
\$3,196.00	Deployment/Training	
\$151.05	Shipping	
\$30,716.45	Total	Annual Extended Warranty
		\$4,200.00
		*extended warranty only after year #1

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**Agency Approval :**

\_\_\_\_\_ Agency Approval

\_\_\_\_\_ Approved By Title

\_\_\_\_\_ Approval Date

\_\_\_\_\_ Invoice Date Requested

Held for 90 Days  
5-Jun-2022

Prepared By:  
**Matt Dugas - National Director of Business Development**  
Cellular: (304) 543-2406    Office (844) 466-2568    Extension 702

Matt Dugas

Confidential Intrensic BWC Proposal

6/5/2022

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© 2022 Intrensic Licensing Agreement

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## *Exhibit C*

### *Subscription Order Form*

Subject to the terms and conditions contained in the Agreement, including this Subscription Order Form, Intinsic hereby grants to Customer and any individual who is an employee of Customer, authorized, by virtue of such individual's relationship to, or permissions from, Customer, to access the Intinsic Offering pursuant to Customer's rights under this Agreement, a non-exclusive, revocable, non-transferable, non-sublicense-able right to access the features and functions of the Intinsic Offering during the Subscription Term, and in accordance with the Documentation and Policies as provided by Intinsic.

The Evidence on Cloud storage platform and software licenses granted are defined as single per user and only for the terms of this contract. Uses and limitations are defined in the Agreement. Pricing is annual paid in advance unless stipulated otherwise in the Agreement.

Pricing is calculated by the following method:

#### ***Beaumont Police Department***

#### **Defined Number of Users/Licenses: 70**

#### **Annual Cost of Equipment, Training, Shipping Software, Storage and Support:**

**\$ 45,853.36** *(To Be Invoiced Annually for the 4 years of the agreement)*

#### **Total for Contract Term: 48 months**

- \* **INCLUDED "Our True Unlimited Storage" of All Media (Body Camera and Ancillary Evidence)**
- \* **INCLUDED Professional Redaction Services for Body Camera Video and Audio**
- \* **INCLUDED All Admin Users, Evidence Tech and Ancillary Users to the System**
- \* **INCLUDED On-Site Professional Training and Intinsic's Customer Support**
- \* **INCLUDED FREE - "6-Hot Spare X2 Camera Kit" Warranty Replacement Cameras left on-site with you.**
- \* **INCLUDED FREE Software Upgrades and Enhancements to the Intinsic DEMS program**
- \* **INCLUDED Your Equipment is covered by intinsic's inclusive warranty for the full term of the agreement.**

**Note to Beaumont Police Department** that Intrensic has recently updated the BWC platform by developing a new camera the intrensic X2 camera that includes the following functionality:

- Automatic pre-record ability
- Tamper resistance
- Audit trail of recordings uploaded by officers
- Unlimited Cloud storage
- Data security
- Video and audio quality
- Hardware maintenance replacement
- Routine software updates
- Ongoing technical support from the manufacturer
- Evidence management system
- Intrensic performs the redaction of private and sensitive information captured on video

**Beaumont Police Department's Legacy Data Storage Included:**

To establish a contextual basis for consideration, based on 2017-year end statistics, the Beaumont Police Department could have recorded video in conjunction with more than 26,300 calls for service, 5,300 traffic stops, and 1,400 arrests. As part of the judicial discovery process, the department could have provided the Riverside County District Attorney's office approximately 1,000 body worn camera videos for prosecution of various criminal offenses. All Existing Legacy Data and current term's software, storage and support is included.

**Beaumont Police Department Current Legacy Data Statistics:**

**Total Pieces of Evidence Uploaded – 132,090 since 2016-12-12**

**Total Cases Created – 770 since 2018-06-01**

**Total Files in Cases – 7,469 since 2018-06-01**

**Total Cases Shared – 473 since 2018-07-03**

## Additional Warranty Information

If a manufacturing defect of the covered equipment occurs during the first twelve months of ownership, we will replace it with new equipment. If the failure is caused by Accidental Damage from Handling, a Claim Service Fee as set forth below will be assessed upon replacement of the Covered Equipment. Once shipped, the Replacement Equipment immediately becomes the Covered Equipment for the remainder of the Contract Period.

1. What is not Covered?
  - a. The Program does not cover:
    - i. Incidental or consequential damages.
    - ii. Issues covered under the manufacturer's warranty while such warranty and extended warranty coverage is in effect;
    - iii. Loss, theft, abuse, misuse, improper installation, or customer negligence;
    - iv. Normal wear and tear;
    - v. Cosmetic damage to the covered equipment, including but not limited to scratches and dents that do not otherwise affect the functionality of the covered equipment;
    - vi. Damage resulting from use with batteries, power cables, or other battery charging/recharging accessories or devices not manufactured by Intrensic®
    - vii. Damage caused by the use of the covered equipment when using any other third-party accessory.
  - b. Further, Covered Equipment does not include, and the program does not cover:
    - i. A product with a serial number that has been altered, defaced or removed, or has been modified to alter its functionality or capability;
    - ii. Property in transit to you;
    - iii. Battery chargers (one standard wall charger will be provided with replacement equipment on claims approved for replacement of the covered equipment if the charger has also experienced a manufacturing defect or accidental damage from handling.
    - iv. Any third-party accessories not manufactured by Intrensic® including but not limited to mounts, memory cards or other external storage devices, color face plates, or personalized data.



## Staff Report

**TO:** City Council

**FROM:** Doug Story, Community Services Director

**DATE:** July 19, 2022

**SUBJECT:** **Approve the Purchase of Hon Accelerate Workstations in the Amount Not to Exceed \$169,683.29 from Bluespace Interiors and Authorize the City Manager to Sign Change Orders in the Amount of \$8,485 for a Total Amount Not to Exceed \$178,168.29**

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### Background and Analysis:

On September 7, 2021, City Council approved the purchase of HON Accelerate Workstations for the west end of the administrative offices in City Hall. At that time staff requested quotes from two vendors who had previously been used to provide existing furniture. BlueSpace Interiors was selected because of its similarity in style and color of the furniture installed in surrounding areas of City Hall.

Due to planned renovations of the east end of the administrative office in City Hall and the growth of Police Department staff, a space plan was developed to accommodate additional personnel in currently vacant or lowly populated buildings. In June staff reached out to BlueSpace to provide quotes for these additional buildings in an effort to standardize cubicle furniture for future growth, moves and or remodels.

The buildings that are being utilized to accommodate additional personnel include; Building B (Public Works), Building C (Police Department) and Building D (Transit). This space plan adds an additional 23 workstations with chairs, two conference tables and one break room table with seating to those three buildings. The furniture is modular and mobile and can be relocated as the City continues to grow and expand.

### Fiscal Impact:

The costs for purchasing Building B workstations is \$35,729.98 and will be funded from project account CF104. The costs for purchasing Building C workstations is \$41,926.74 and will be funded from project account PS06. The costs for purchasing Building D workstations is \$92,026.57 and will be funded from the Building ISF 750-7000-8071.

The estimated cost to prepare this report is \$175.

**Recommended Action:**

Approve the purchase of Hon Accelerate workstations in the amount not to exceed \$169,683.29 from Bluespace Interiors and authorize the City Manager to sign change orders in the amount of \$8,485 for a total amount not to exceed \$178,168.29.

**Attachments:**

- A. Building B Quote
- B. Building C Quote
- C. Building D Quote

APPROVED BY \_\_\_\_\_

DATE \_\_\_\_\_

CLIENT  
**CITY OF BEAUMONT**  
ADDRESS  
300 EAST 4TH STREET  
BEAUMONT, TX  
PROJECT NAME

**BUILDING B**

SALES EXECUTIVE  
DRAWING TITLE  
**FURNITURE PLAN**

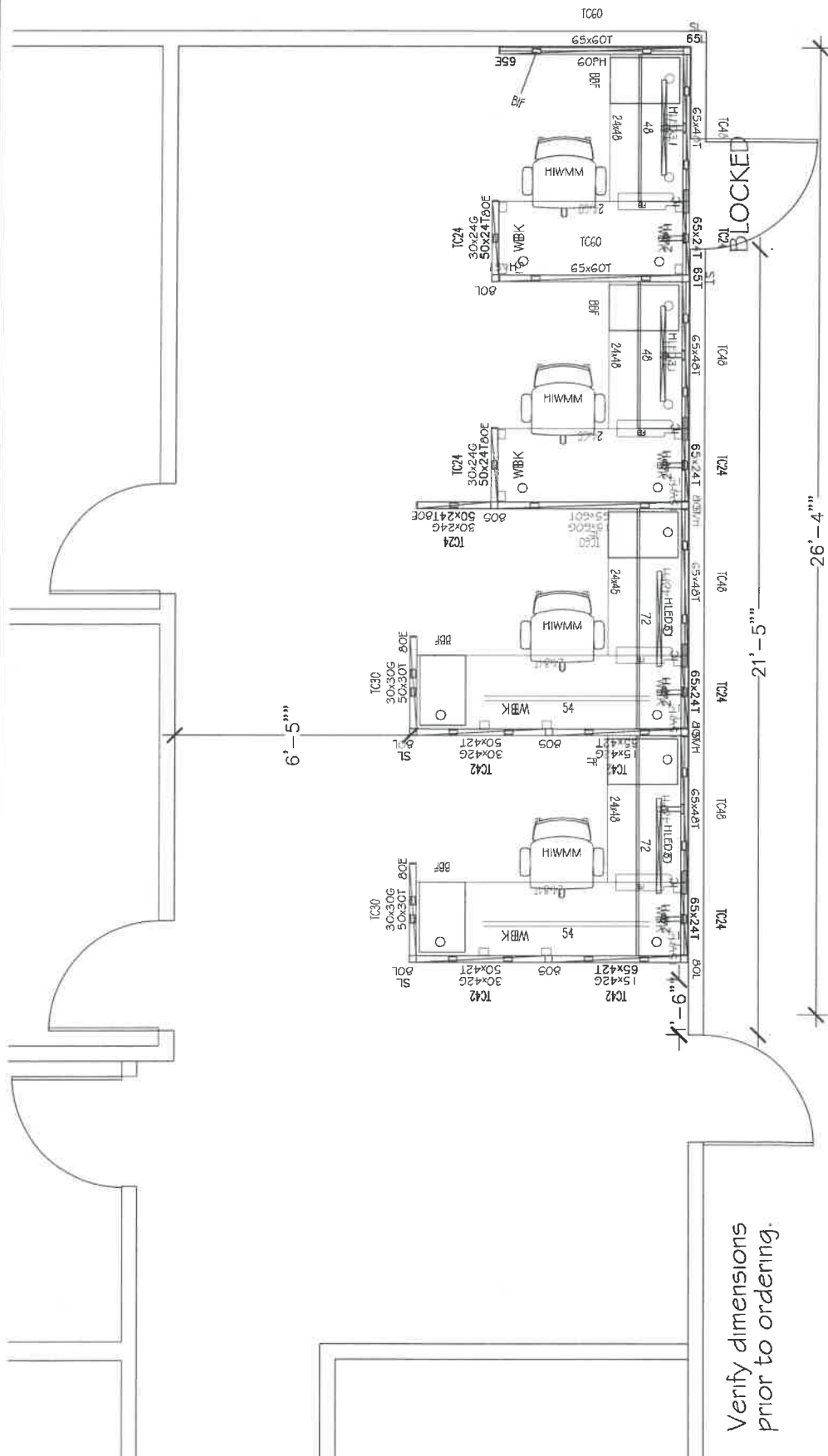
REVISIONS  
DATE  
BY

NO.	DESCRIPTION	DATE	BY
1			
2			
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10			
11			

SHEET NUMBER  
**1 OF 2**

NET AREA  
GROSS AREA  
All specifications, drawings, concepts, designs, illustrations are written material represent herein constitute unique and original work of bluespace interiors and may not be copied, used by or disclosed to others without written consent of bluespace interiors

Item 18.



**MUST HAVE 26'4" FROM EAST WALL TO DOOR SWING**

Verify dimensions prior to ordering.

APPROVED BY \_\_\_\_\_

DATE \_\_\_\_\_

CLIENT  
CITY OF BEAUMONT  
ADDRESS  
500 EAST 6TH STREET  
BEAUMONT, TX

PROJECT TITLE  
BUILDING B

DESIGNER  
SALES EXECUTIVE  
DREW WILSON

DRAWING TITLE  
FURNITURE PLAN

DRAWN BY / LAYOUT NAME  
SCALE / NOT TO SCALE

REVISIONS

NO. DESCRIPTION DATE

1 INITIAL LAYOUT 09/17/25

2 09/17/25

3 09/16/25

4 09/16/25

5 09/16/25

6 09/16/25

7 09/16/25

8 09/16/25

9 09/16/25

10 09/16/25

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36 09/16/25

37 09/16/25

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39 09/16/25

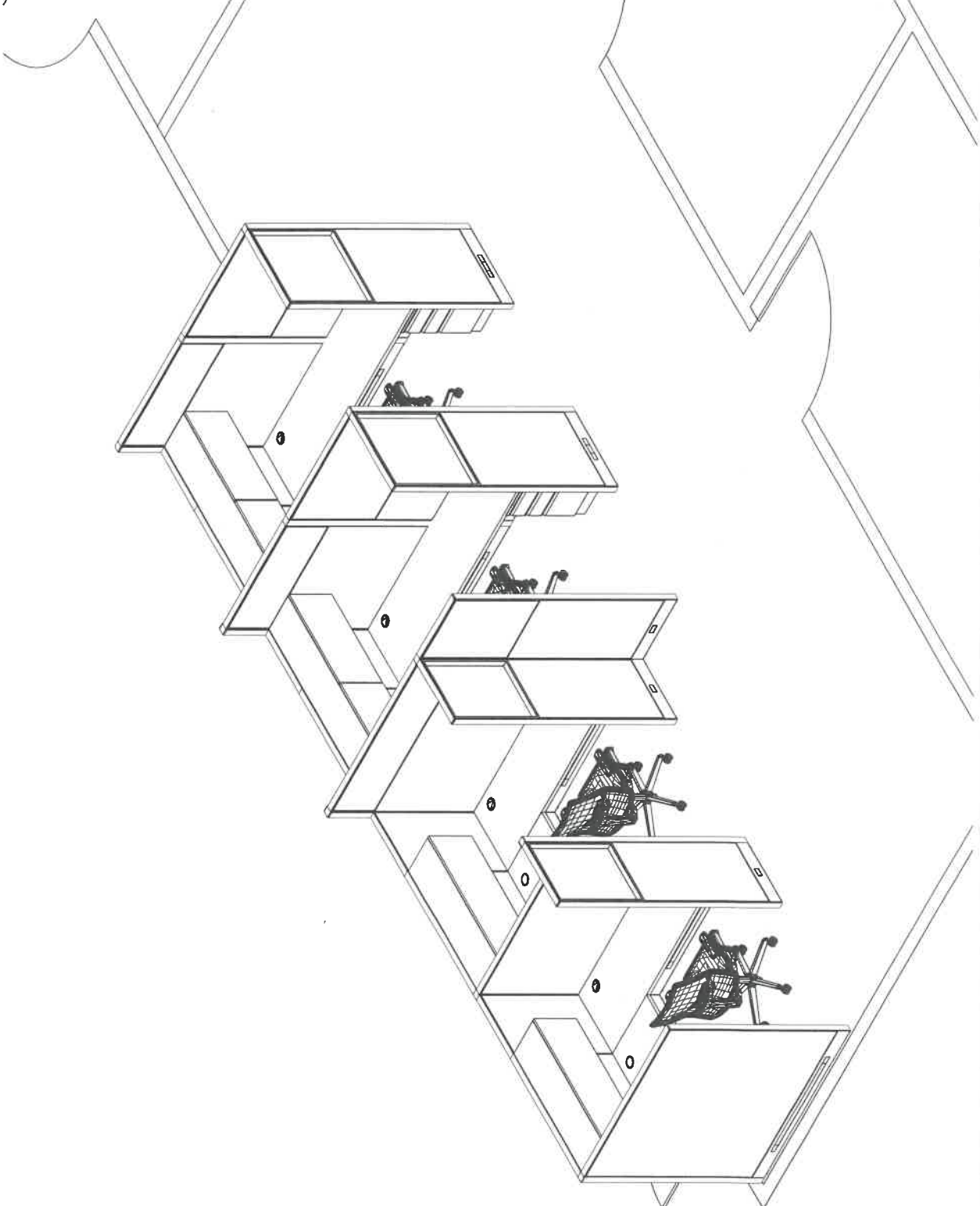
40 09/16/25

41 09/16/25

42 09/16/25

SHEET NUMBER  
**2 OF 2**

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Item 18.



bluespace interiors  
 23303 La Palma Ave.  
 Yorba Linda CA 92887  
 714-585-6642

**Furniture Quotation**



**Building B**

Prepared For: Laurie Millier  
 City of Beaumont  
 550 E. 6th Street  
 Bldg B  
 Beaumont CA  
 (951) 769-8520 x326

Quote Expires: 7/18/2022

Quote # Q153480-R1

Page 1 of 6  
 6/20/2022  
 9:36:37AM  
 Building B Q153480-R1 6.14.2022.visual.sp4  
 Sold By: Jeannette Barber  
 Prep. by: Karina Guevara

**Lead Time = 6-7 Weeks but may change once finishes are selected | Rialto Bid #19-20-011**

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
1	4	H36723R	Brigade Ped "R" Pull Freestanding B/B/F 23"D x 28"H	\$787.00	45.00	\$432.85	\$1,731.40
		.L	Lock: Lock			Select Lock Option	
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
2	2	H36823R	Brigade Ped "R" Pull Freestanding F/F 23"D x 28"H	\$787.00	45.00	\$432.85	\$865.70
		.L	Lock: Lock			Select Lock Option	
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
3	2	HCWR2484PT	24"D x 84"W Accel Tee Span Rectangular WS - Edgeband	\$951.00	45.00	\$523.05	\$1,046.10
		\$(L1STD)	Grd L1 Standard Laminates			Select Laminate	
		~	Undecided LAMINATE Option			Laminate Selection	
		~	Undecided EDGE Option			Select Edgeband Color	
		~	Undecided GROMMET Option			Select Grommet Color	
4	1	HEC65PLN	65H "L" Connector Post	\$180.00	45.00	\$99.00	\$99.00
		\$(P1)	P1 Paint Opts			Select Paint Grade	
		~	Undecided PAINT Option			Select Grade 1 Paint	
5	1	HEC65PTN	65H "T" Connector Post	\$174.00	45.00	\$95.70	\$95.70
		\$(P1)	P1 Paint Opts			Select Paint Grade	
		~	Undecided PAINT Option			Select Grade 1 Paint	
6	4	HEC80PLN	80H "L" Connector Post	\$199.00	45.00	\$109.45	\$437.80
		\$(P1)	P1 Paint Opts			Select Paint Grade	
		~	Undecided PAINT Option			Select Grade 1 Paint	
7	2	HEC80PSN	80H Extended Straight Connector Post "S"	\$192.00	45.00	\$105.60	\$211.20
		\$(P1)	P1 Paint Opts			Select Paint Grade	
		~	Undecided PAINT Option			Select Grade 1 Paint	
8	3	HEC80PTN	80H "T" Connector Post	\$192.00	45.00	\$105.60	\$316.80
		\$(P1)	P1 Paint Opts			Select Paint Grade	
		~	Undecided PAINT Option			Select Grade 1 Paint	
9	4	HECS1	Single Connector Strap	\$20.00	45.00	\$11.00	\$44.00
10	5	HECSL	"L" Connector Strap	\$20.00	45.00	\$11.00	\$55.00
11	4	HECST	"T" Connector Strap	\$28.00	45.00	\$15.40	\$61.60

Prepared For: Laurie Millier  
 City of Beaumont  
 550 E. 6th Street  
 Bldg B  
 Beaumont CA  
 (951) 769-8520 x326

Quote Expires: 7/18/2022  
 Quote # Q153480-R1

Page 2 of 6  
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 9:36:37AM  
 Building B Q153480-R1 6.14.2022.visual.sp4  
 Sold By: Jeannette Barber  
 Prep. by: Karina Guevara

**Lead Time = 6-7 Weeks but may change once finishes are selected | Rialto Bid #19-20-011**

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
12	6	HECVH15P	Variable Height Connector Kit 15H	\$73.00	45.00	\$40.15	\$240.90
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
13	1	HEFEC65P	Panel Finished End Covers 65H	\$82.00	45.00	\$45.10	\$45.10
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
14	5	HEFEC80P	Panel Finished End Covers 80H	\$91.00	45.00	\$50.05	\$250.25
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
15	2	HES1542G	Glass Stacker 15H x 42W	\$671.00	45.00	\$369.05	\$738.10
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
		~	Undecided GLASS Option			Select Glass	
16	1	HES1560G	Glass Stacker 15H x 60W	\$826.00	45.00	\$454.30	\$454.30
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
		~	Undecided GLASS Option			Select Glass	
17	3	HES3024G	Clear Glass Stacker 30H x 24W	\$775.00	45.00	\$426.25	\$1,278.75
		\$(P1)	P1 Paint Opts			Select Paint	
		~	Undecided PAINT Option			Select Grade 1 Paint	
		~	Undecided GLASS Option			Select Glass	
18	2	HES3030G	Clear Glass Stacker 30H x 30W	\$878.00	45.00	\$482.90	\$965.80
		\$(P1)	P1 Paint Opts			Select Paint	
		~	Undecided PAINT Option			Select Grade 1 Paint	
		~	Undecided GLASS Option			Select Glass	
19	2	HES3042G	Clear Glass Stacker 30H x 42W	\$1,004.00	45.00	\$552.20	\$1,104.40
		\$(P1)	P1 Paint Opts			Select Paint	
		~	Undecided PAINT Option			Select Grade 1 Paint	
		~	Undecided GLASS Option			Select Glass	
20	7	HETC24	Panel Top Cap 24"W	\$48.00	45.00	\$26.40	\$184.80
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
21	2	HETC30	Panel Top Cap 30"W	\$58.00	45.00	\$31.90	\$63.80
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	

Prepared For: Laurie Millier  
 City of Beaumont  
 550 E. 6th Street  
 Bldg B  
 Beaumont CA  
 (951) 769-8520 x326

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Quote # Q153480-R1

Page 3 of 6  
 6/20/2022  
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 Building B Q153480-R1 6.14.2022.visual.sp4  
 Sold By: Jeannette Barber  
 Prep. by: Karina Guevara

**Lead Time = 6-7 Weeks but may change once finishes are selected | Rialto Bid #19-20-011**

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
22	4	HETC42	Panel Top Cap 42"W	\$77.00	45.00	\$42.35	\$169.40
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
23	4	HETC48	Panel Top Cap 48"W	\$85.00	45.00	\$46.75	\$187.00
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
24	3	HETC60	Panel Top Cap 60"W	\$106.00	45.00	\$58.30	\$174.90
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
25	3	HETP5024FP	Tackable Panel w/o TC 50H x 24W	\$429.00	45.00	\$235.95	\$707.85
		\$(A)	Gr A Fabric			Fabric Selection	
		~	Undecided FABRIC Option			Gr A Fab	
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
26	2	HETP5030FP	Tackable Panel w/o TC 50H x 30W	\$442.00	45.00	\$243.10	\$486.20
		\$(A)	Gr A Fabric			Fabric Selection	
		~	Undecided FABRIC Option			Gr A Fab	
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
27	2	HETP5042FP	Tackable Panel w/o TC 50H x 42W	\$510.00	45.00	\$280.50	\$561.00
		\$(A)	Gr A Fabric			Fabric Selection	
		~	Undecided FABRIC Option			Gr A Fab	
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
28	4	HETP6524FP	Tackable Panel w/o TC 65H x 24W	\$455.00	45.00	\$250.25	\$1,001.00
		\$(A)	Gr A Fabric			Fabric Selection	
		~	Undecided FABRIC Option			Gr A Fab	
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
29	2	HETP6542FP	Tackable Panel w/o TC 65H x 42W	\$560.00	45.00	\$308.00	\$616.00
		\$(A)	Gr A Fabric			Fabric Selection	
		~	Undecided FABRIC Option			Gr A Fab	
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
30	4	HETP6548FP	Tackable Panel w/o TC 65H x 48W	\$584.00	45.00	\$321.20	\$1,284.80
		\$(A)	Gr A Fabric			Fabric Selection	

Prepared For: Laurie Millier  
 City of Beaumont  
 550 E. 6th Street  
 Bldg B  
 Beaumont CA  
 (951) 769-8520 x326

Quote Expires: 7/18/2022

Quote # Q153480-R1

Page 4 of 6  
 6/20/2022  
 9:36:37AM  
 Building B Q153480-R1 6.14.2022.visual.sp4  
 Sold By: Jeannette Barber  
 Prep. by: Karina Guevara

**Lead Time = 6-7 Weeks but may change once finishes are selected | Rialto Bid #19-20-011**

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
		~	Undecided FABRIC Option			Gr A Fab	
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
31	3	HETP6560FP	Tackable Panel w/o TC 65H x 60W	\$622.00	45.00	\$342.10	\$1,026.30
		\$(A)	Gr A Fabric			Fabric Selection	
		~	Undecided FABRIC Option			Gr A Fab	
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
32	4	HH871224	Electrical Power Harness 24W 3-1 & 2-2 Systems	\$253.00	45.00	\$139.15	\$556.60
33	4	HH871248	Electrical Power Harness 48W 3-1 & 2-2 Systems	\$267.00	45.00	\$146.85	\$587.40
34	1	HH871260	Electrical Power Harness 60W 3-1 & 2-2 Systems	\$267.00	45.00	\$146.85	\$146.85
35	3	HH871501	Duplex Receptacle Circuit 1 3-1 & 2-2 Systems	\$54.00	45.00	\$29.70	\$89.10
		~	Undecided PAINT Option			Select Duplex Color	
36	3	HH871502	Duplex Receptacle Circuit 2 3-1 & 2-2 Systems	\$54.00	45.00	\$29.70	\$89.10
		~	Undecided PAINT Option			Select Duplex Color	
37	1	HH871503	Duplex Receptacle Circuit 3 3-1 System Only	\$54.00	45.00	\$29.70	\$29.70
		~	Undecided PAINT Option			Select Duplex Color	
38	1	HH879168	Base- In-Feed Cable 3-1 & 2-2 Systems	\$657.00	45.00	\$361.35	\$361.35
39	4	HHN831124	Flat Bracket 24D	\$81.00	45.00	\$44.55	\$178.20
		.S	Color: Charcoal			Select Color Option	
40	2	HLSLZ5SC66	54"W External Stiffener	\$134.00	45.00	\$73.70	\$147.40
		.P	Color: Black			Select Color Option	
41	2	HRVOH48FM	Abound Overhead-Metal Flipper Door 48"	\$799.00	45.00	\$439.45	\$878.90
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
		.L	Lock: Lock			Select Lock Option	
42	2	HRVOH72FM	Abound Overhead-Metal Flipper Door 72"	\$1,204.00	45.00	\$662.20	\$1,324.40
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
		.L	Lock: Lock			Select Lock Option	
43	4	HSCKTPS	Straight Connector Kit	\$26.00	45.00	\$14.30	\$57.20
		.X	No Option			Select Paint Color	
44	4	HWR2448P	Systems Rectangular Worksurface Edgeband 24D x 48W	\$497.00	45.00	\$273.35	\$1,093.40

Prepared For: Laurie Millier  
 City of Beaumont  
 550 E. 6th Street  
 Bldg B  
 Beaumont CA  
 (951) 769-8520 x326

Quote Expires: 7/18/2022

Quote # Q153480-R1

Page 5 of 6  
 6/20/2022  
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 Sold By: Jeannette Barber  
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**Lead Time = 6-7 Weeks but may change once finishes are selected | Rialto Bid #19-20-011**

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
		\$(L1STD)	Grd L1 Standard Laminates			Select Laminate	
		~	Undecided LAMINATE Option			Laminate Selection	
		~	Undecided EDGE Option			Select Edgeband Color	
		~	Undecided GROMMET Option			Select Grommet Color	
45	2	HWR2460P	Systems Rectangular Worksurface Edgeband 24D x 60W	\$587.00	45.00	\$322.85	\$645.70
		\$(L1STD)	Grd L1 Standard Laminates			Select Laminate	
		~	Undecided LAMINATE Option			Laminate Selection	
		~	Undecided EDGE Option			Select Edgeband Color	
		~	Undecided GROMMET Option			Select Grommet Color	
46	8	HWSB2	Worksurface Bracket Kit	\$59.00	45.00	\$32.45	\$259.60
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
47	4	HIWMM	Ignition 2 Task Mid-back, ilira back	\$777.00	45.00	\$427.35	\$1,709.40
		.Y0	Simple Synchro-Tilt Control			Control Type	
		.A	Arm: Height and Width Adj. Arm			Select Arm Type	
		.H	Hard Caster			Select Caster/Glide Option	
		.IM	4-Way Black			Select Mesh Color	
		\$(1)	Gr 1 UPH			Select Upholstery	
		.OP	Optic			Upholstery Selection	
		11	Starry Night			UPH: Optic	
		.AL	Adj Lumbar-matches frame color			Select Lumbar	
		.SB	Base: Standard Base			Select base	
		.T	Frame: Black			Select Frame Color	
48	4	HLED31AS	31" LED LIGHT W/ POWER SUPPLY (SINGLE)	\$691.00	45.00	\$380.05	\$1,520.20

						<b>Sub Total Sell</b>	<b>\$26,179.45</b>
		DSASSEMBLY	Assembly/Set in Place/Removal of Debris	\$3,265.00		\$3,265.00	\$3,265.00
		PRJMGTFEE	Project Management Fee	\$458.46		\$458.46	\$458.46
		SALES TAX	Sales Tax, 7.75%	\$2,281.94		\$2,281.94	\$2,281.94

**Total Sell: \$32,184.85**

Prepared For: Laurie Millier  
City of Beaumont  
550 E. 6th Street  
Bldg B  
Beaumont CA  
(951) 769-8520 x326

Quote Expires: 7/18/2022  
Quote # Q153480-R1

Page 6 of 6  
6/20/2022  
9:36:37AM  
Building B Q153480-R1 6.14.2022.visual.sp4  
Sold By: Jeannette Barber  
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**Lead Time = 6-7 Weeks but may change once finishes are selected | Rialto Bid #19-20-011**

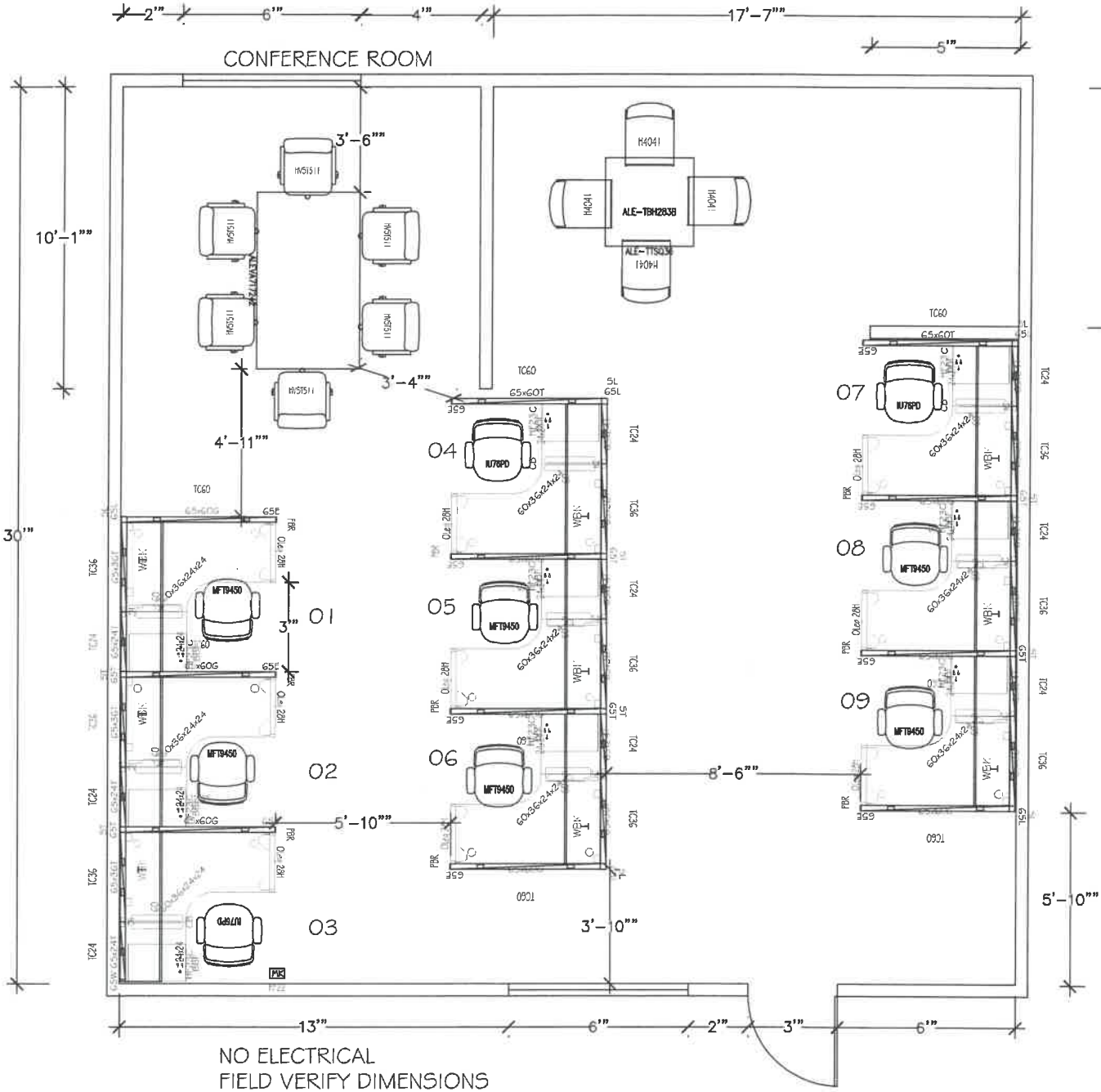
Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
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There are NO refunds, returns, cancellations or exchange privileges on Special Orders. All orders over \$7,500.00 require a 50% deposit. Balance due is subject to normal payment terms and based on approved credit. Please review all specifications carefully before ordering and initial each page of this quotation. Some orders may require additional time due to production schedules and may exceed the time quoted. bluespace interiors cannot guarantee delivery from manufacturers by a certain date. A quoted date is an estimate and not a condition of sale. Installation and delivery to be performed during normal business hours unless otherwise quoted. Inside delivery and set up requires the receiving area to be prepared for the furniture installation. It is Customer's responsibility that the site be clean and free of debris prior to installation. An additional charge will be incurred if the area is not ready for delivery. Delays caused by the customer requiring storage will be billed at the current monthly pallet rate. In the event bluespace interiors' personnel remove or assist in removing existing furniture or equipment not provided in this proposal, Customer shall pay for this Service at the current rate and be separately invoiced. The decision to repair or replace any damaged or defective merchandise will be made by bluespace interiors and or the manufacturer.

**Acceptance of this proposal indicates acceptance of the above terms and conditions.**

**Approved by: Name** \_\_\_\_\_ **Title** \_\_\_\_\_

**Date:** \_\_\_\_\_



CLIENT	CITY OF BEAUMONT	PROJECT NAME	BUILDING C STATIONS
ADDRESS	650 EAST 8TH STREET BEAUMONT, CA	DRAWING TITLE	FURNITURE PLAN
SALES EXECUTIVE	JEANETTE BARBER	DRAWN BY	LINDA MARKE
APPROVED BY		SCALE	NOT TO SCALE
DATE		SHEET NUMBER	1 OF 4

REVISIONS	
#	DATE
1	04/29/22
2	02/09/20
3	02/09/20
4	02/09/20
5	02/09/20
6	02/09/20

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APPROVED BY \_\_\_\_\_

DATE \_\_\_\_\_

CLIENT

CITY OF BEAUMONT

ADDRESS  
550 EAST 6TH STREET,  
BEAUMONT, CA

PROJECT NAME

OFFICES

SALES EXECUTIVE  
GEOMETRIC BARBER

DRAWING TITLE

**FURNITURE PLAN**

DRAWN BY: LINDA NAJAC    SCALE: 1/8" = 1'-0"    DATE: 04/20/22

#	REVISION DESCRIPTION	DATE
1	INITIAL LAYOUT	04/20/22
2		00/00/00
3		00/00/00

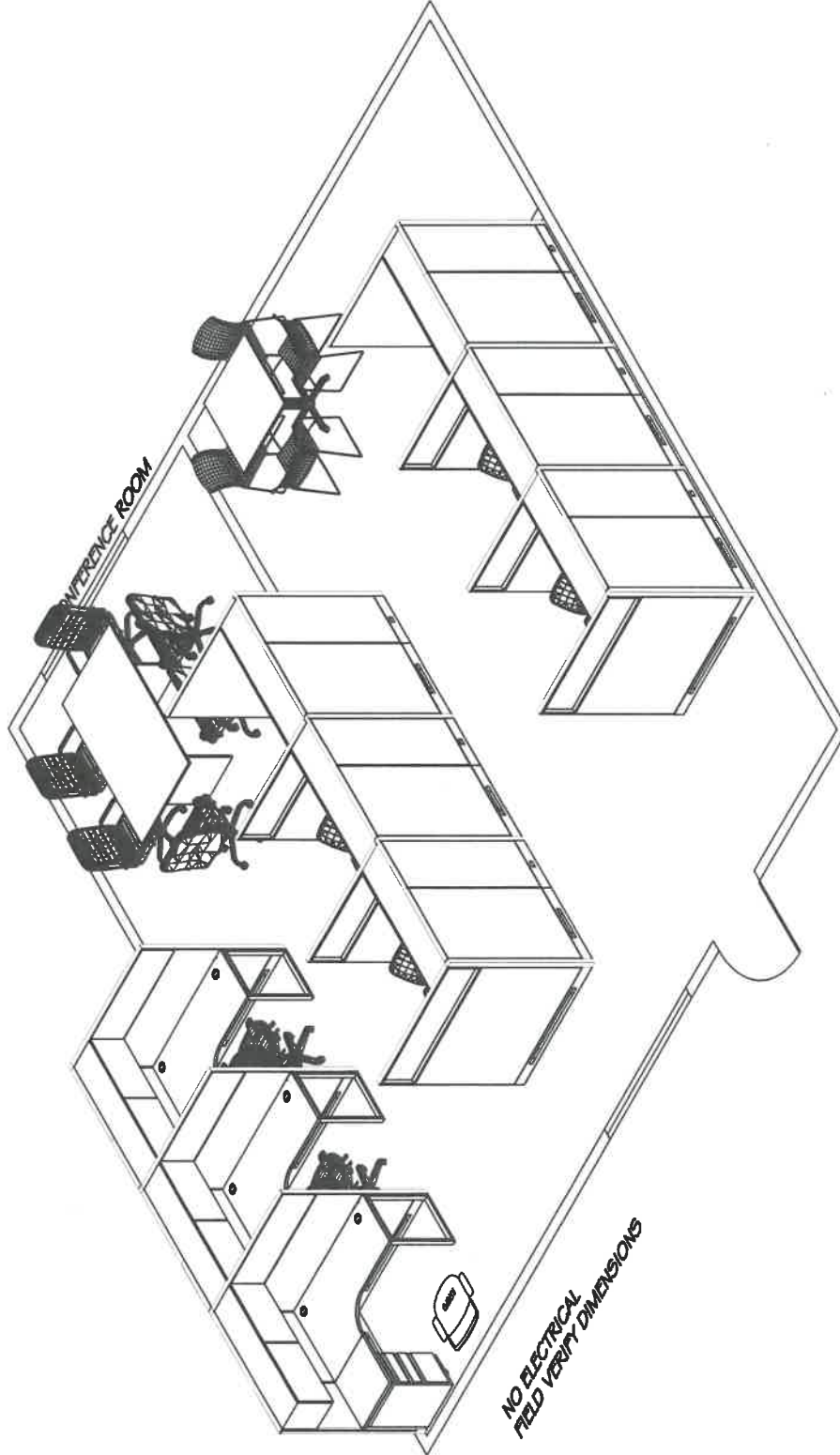
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5		00/00/00
6		00/00/00
7		00/00/00
8		00/00/00
9		00/00/00
10		00/00/00

SHEET NUMBER

**2 / 4**

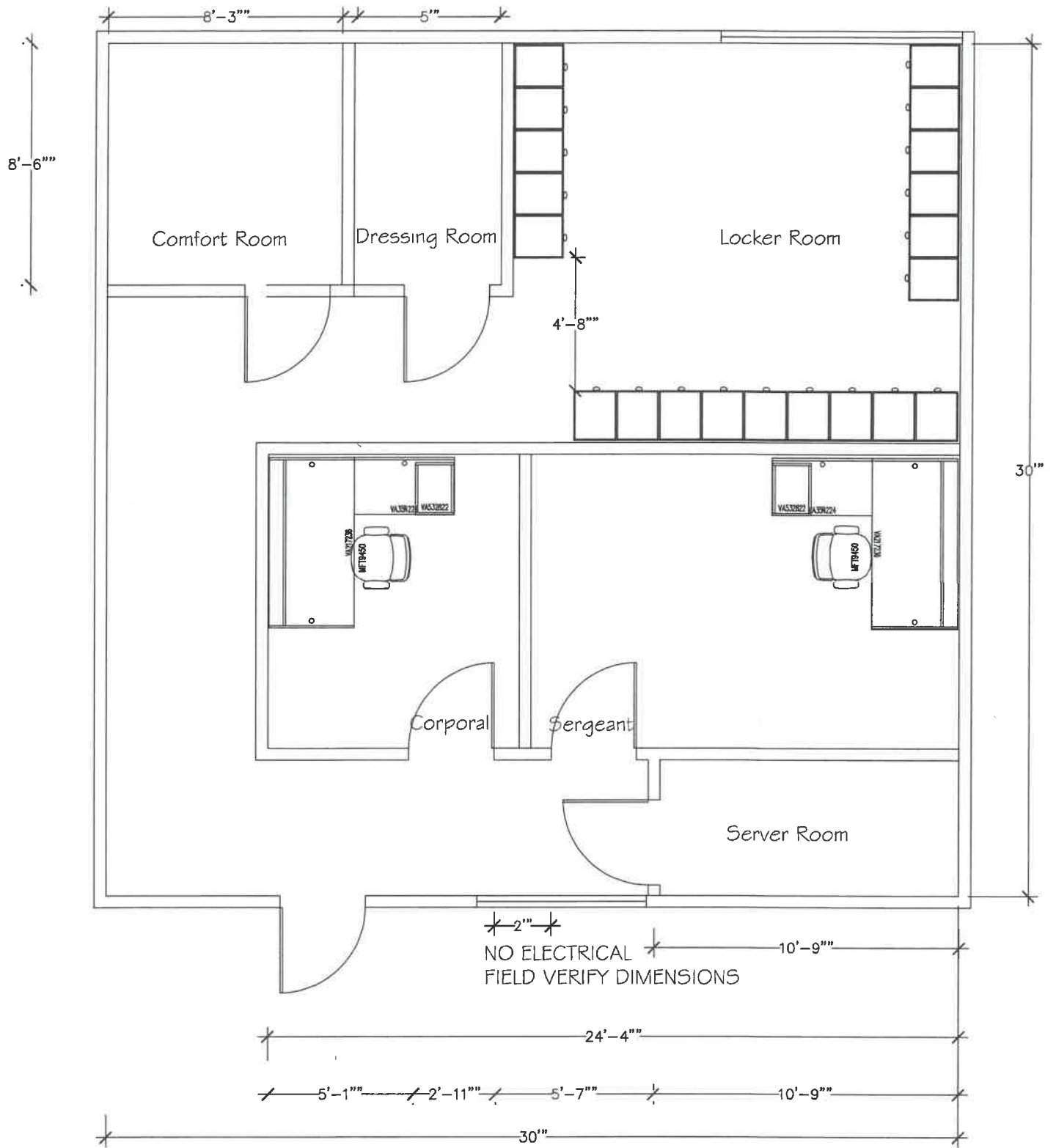
FILE PATH

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**NO ELECTRICAL  
FIELD VERIFY DIMENSIONS**





**bluespace**  
INTERIORS

CLIENT	CITY OF BEAUMONT	PROJECT NAME	BUILDING C STATIONS
ADDRESS	600 EAST 6TH STREET BEAUMONT, CA	DRAWING TITLE	FURNITURE PLAN
SALES EXECUTIVE	JENNIFER BARBER	DRAWN BY	LINDA HANCOCK
		CHECKED BY	3 OF 4
		SCALE	NOT TO SCALE
		FILE PATH	

REVISIONS		
#	REVISION DESCRIPTION	DATE
1	REVISED LAYOUT	06/06/22
2		02/09/20
3		02/09/20
RELEASABLE REVISIONS		
4		02/09/20
5		02/09/20
6		02/09/20

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APPROVED BY \_\_\_\_\_  
DATE \_\_\_\_\_

APPROVED BY \_\_\_\_\_

DATE \_\_\_\_\_

CLIENT

CITY OF BEAUMONT

ADDRESS  
550 EAST 6TH STREET,  
BEAUMONT, CA

PROJECT NAME

OFFICES

SALES EXECUTIVE

JEANETTE BARBER

DRAWING TITLE

**FURNITURE PLAN**

DRAWN BY: LARDA HANZE SCALE: 1/8" = 1'-0" TO SCALE

#	REVISION DESCRIPTION	DATE
1	INITIAL LAYOUT	5/9/22
2		00/00/00
3		00/00/00

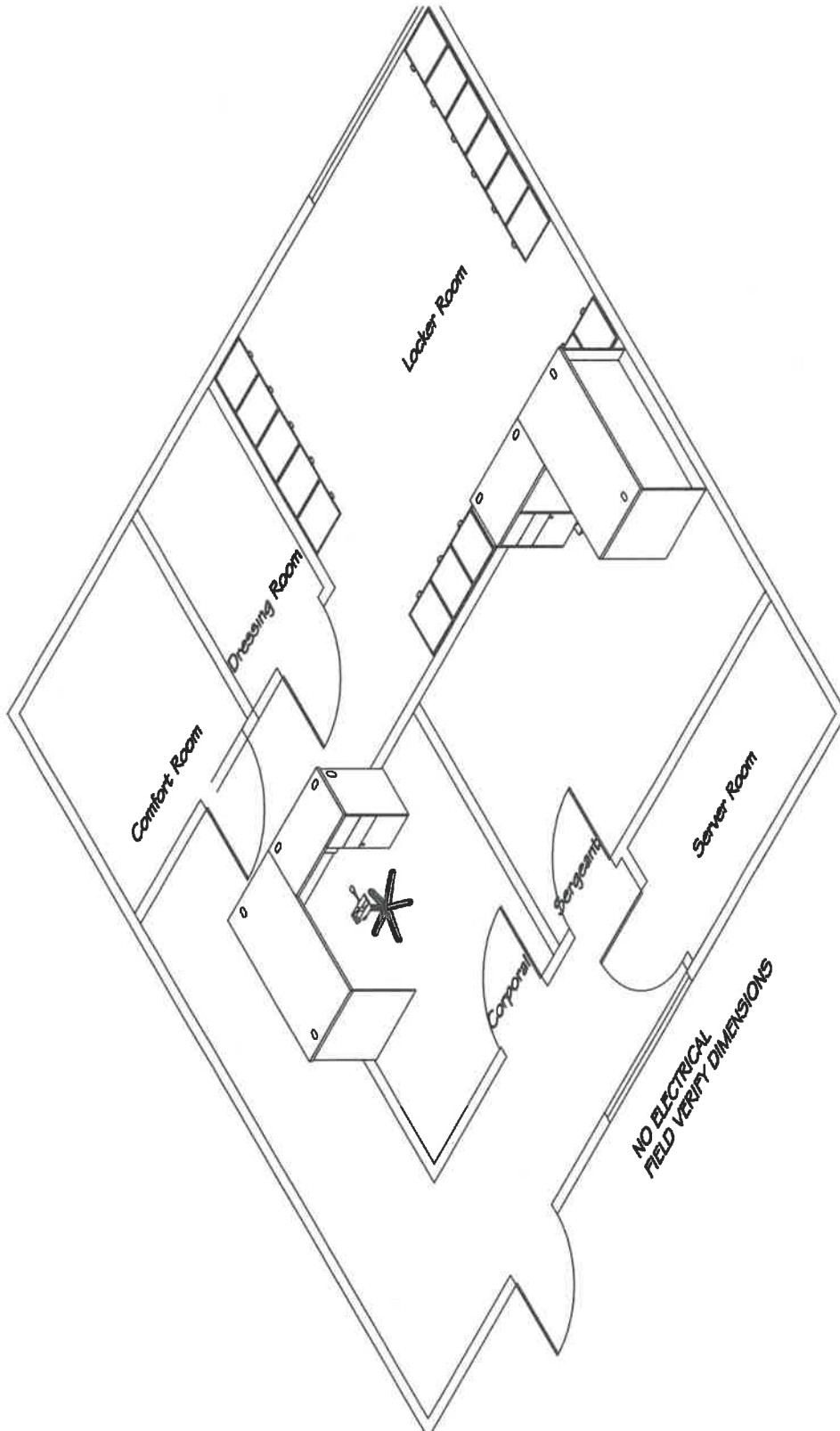
#	REVISION DESCRIPTION	DATE
4		00/00/00
5		00/00/00
6		00/00/00
7		00/00/00
8		00/00/00
9		00/00/00
10		00/00/00

SHEET NUMBER

**4 / 4**

FILE PATH

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NO ELECTRICAL  
FIELD VERIFY DIMENSIONS

bluespace interiors  
 23303 La Palma Ave.  
 Yorba Linda CA 92887

**Furniture Quotation**



**Building C**

Prepared For: Laurie Miller  
 City of Beaumont  
 550 E 6th Street

Quote Expires: 7/1/2022

Page 1 of 5  
 6/3/2022  
 11:52:23AM

Beaumont CA 92223  
 951-769-8520 x326

Quote # Q153362

City of Beaumont Bldg C KG 6.2.2022.visual.sp4

Sold By: Steve Noble

Prep. by: Karina Guevara

**Lead Time = 6-8 weeks | Finishes TBD | Rialto Bid #19-20-011**

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
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**Conference room**

1	1	ALEVA717242MY	TABLE RECT 72X42	\$658.00	45.00	\$361.90	\$361.90
		MY	Mahogany				LAMINATE FINISHES

**Sub Total Sell \$361.90**

**Corporal**

2	1	ALEVA217236MY	VALENCIA SERIES, STRAIGHT FRONT DESK SHELL, 72"W x 36"D x 29 1/2"H	\$668.00	45.00	\$367.40	\$367.40
		MY	Mahogany				LAMINATE FINISHES
3	1	ALEVA532822MY	VALENCIA SERIES, B/B/F FULL PEDESTAL, 16"W x22"D x28"H	\$567.00	45.00	\$311.85	\$311.85
		MY	Mahogany				LAMINATE FINISHES
4	1	ALEVA354224MY	Valencia Return Bridge 42x23.5	\$368.00	45.00	\$202.40	\$202.40
		MY	Mahogany				LAMINATE FINISHES
		R	RIGHT				SHELL CONFIGURATIONS

**Sub Total Sell \$881.65**

**Kitchen**

5	1	ALETBH283B	28H BASE BLACK	\$360.00	45.00	\$198.00	\$198.00
		CM2	MAHOGANY				LAMINATE FINISHES
6	1	ALETTSQ36CM	36 SQUARE TOP	\$231.00	45.00	\$127.05	\$127.05
		CM2	MAHOGANY				LAMINATE FINISHES

**Sub Total Sell \$325.05**

**Sergeant**

7	1	ALEVA217236MY	VALENCIA SERIES, STRAIGHT FRONT DESK SHELL, 72"W x 36"D x 29 1/2"H	\$668.00	45.00	\$367.40	\$367.40
		MY	Mahogany				LAMINATE FINISHES
8	1	ALEVA532822MY	VALENCIA SERIES, B/B/F FULL PEDESTAL, 16"W x22"D x28"H	\$597.00	45.00	\$328.35	\$328.35
		MY	Mahogany				LAMINATE FINISHES
9	1	ALEVA354224MY	Valencia Return Bridge 42x23.5	\$368.00	45.00	\$202.40	\$202.40
		MY	Mahogany				LAMINATE FINISHES

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 City of Beaumont  
 550 E 6th Street

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Beaumont CA 92223  
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City of Beaumont Bldg C KG 6.2.2022.visual.sp4

Sold By: Steve Noble

Prep. by: Karina Guevara

**Lead Time = 6-8 weeks | Finishes TBD | Rialto Bid #19-20-011**

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
		L	LEFT				
							SHELL CONFIGURATIONS
						<b>Sub Total Sell</b>	<b>\$898.15</b>
<b>Workstations</b>							
10	5	HECSL	"L" Connector Strap	\$20.00	45.00	\$11.00	\$55.00
11	6	HECST	"T" Connector Strap	\$28.00	45.00	\$15.40	\$92.40
12	1	HF22	Master Key (One Key)	\$37.00	45.00	\$20.35	\$20.35
13	6	HCTL241L	Left-hand Cantilever 24"D	\$57.00	45.00	\$31.35	\$188.10
		\$(P1)	Select P1 Paint			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
14	3	HCTL242	24D Cantilever One Pair	\$105.00	45.00	\$57.75	\$173.25
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
15	5	HEC65PLN	65H "L" Connector Post	\$180.00	45.00	\$99.00	\$495.00
		\$(P1)	P1 Paint Opts			Select Paint Grade	
		~	Undecided PAINT Option			Select Grade 1 Paint	
16	6	HEC65PTN	65H "T" Connector Post	\$174.00	45.00	\$95.70	\$574.20
		\$(P1)	P1 Paint Opts			Select Paint Grade	
		~	Undecided PAINT Option			Select Grade 1 Paint	
17	11	HEFEC65P	Panel Finished End Covers 65H	\$82.00	45.00	\$45.10	\$496.10
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
18	9	HETC24	Panel Top Cap 24"W	\$48.00	45.00	\$26.40	\$237.60
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
19	9	HETC36	Panel Top Cap 36"W	\$74.00	45.00	\$40.70	\$366.30
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
20	11	HETC60	Panel Top Cap 60"W	\$106.00	45.00	\$58.30	\$641.30
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
21	1	HEWS65P	Wall Starter Kit for Panels 65H	\$133.00	45.00	\$73.15	\$73.15
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	

Prepared For: Laurie Miller  
 City of Beaumont  
 550 E 6th Street

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 6/3/2022  
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Beaumont CA 92223  
 951-769-8520 x326

Quote # Q153362

City of Beaumont Bldg C KG 6.2.2022.visual.sp4

Sold By: Steve Noble

Prep. by: Karina Guevara

**Lead Time = 6-8 weeks / Finishes TBD / Rialto Bid #19-20-011**

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
22	6	HHN831124	Flat Bracket 24D	\$81.00	45.00	\$44.55	\$267.30
		.S	Color: Charcoal			Select Color Option	
23	9	HLSL24280	24"D x 28"H O-Leg Support for Wksf (single leg)	\$409.00	45.00	\$224.95	\$2,024.55
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
24	9	HLSLPBR	Voi O-Leg to Panel Bracket Right (Qty 1)	\$128.00	45.00	\$70.40	\$633.60
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
25	9	HSCKTPS	Straight Connector Kit	\$26.00	45.00	\$14.30	\$128.70
		.X	No Option			Select Paint Color	
26	9	HWSB2	Worksurface Bracket Kit	\$59.00	45.00	\$32.45	\$292.05
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
27	9	HF23C	Lock Core Replacement Kit Brushed Chrome	\$60.00	45.00	\$33.00	\$297.00
		.X101E	KEY NUMBER: 101E			Select Key Number	
28	9	HETP6524FP	Tackable Panel w/o TC 65H x 24W	\$455.00	45.00	\$250.25	\$2,252.25
		\$(A)	Gr A Fabric			Fabric Selection	
		~	Undecided FABRIC Option			Gr A Fab	
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
29	9	HETP6536FP	Tackable Panel w/o TC 65H x 36W	\$515.00	45.00	\$283.25	\$2,549.25
		\$(A)	Gr A Fabric			Fabric Selection	
		~	Undecided FABRIC Option			Gr A Fab	
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
30	2	HETP6560FP	Tackable Panel w/o TC 65H x 60W	\$622.00	45.00	\$342.10	\$684.20
		\$(A)	Gr A Fabric			Fabric Selection	
		~	Undecided FABRIC Option			Gr A Fab	
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
31	9	HRVOH60FM	Abound Overhead-Metal Flipper Door 60"	\$1,051.00	45.00	\$578.05	\$5,202.45
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
		.L	Lock: Lock			Select Lock Option	
32	9	HVFB23R	Box/Box/File 28H x 22 7/8D x 15W	\$704.00	45.00	\$387.20	\$3,484.80

Prepared For: Laurie Miller  
 City of Beaumont  
 550 E 6th Street

Quote Expires: 7/1/2022

Page 4 of 5  
 6/3/2022  
 11:52:23AM

Beaumont CA 92223  
 951-769-8520 x326

Quote # Q153362

City of Beaumont Bldg C KG 6.2.2022.visual.sp4  
 Sold By: Steve Noble  
 Prep. by: Karina Guevara

**Lead Time = 6-8 weeks / Finishes TBD / Rialto Bid #19-20-011**

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
		.L	Lock: Lock			Select Lock Option	
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
33	9	HWR2424PN	Systems Rectanular Wksfc Edgeband 24D X 24W No Grom	\$377.00	45.00	\$207.35	\$1,866.15
		\$(L1STD)	Grd L1 Standard Laminates			Select Laminate	
		~	Undecided LAMINATE Option			Laminate Selection	
		~	Undecided EDGE Option			Select Edgeband Color	
34	9	HETP6560DP	Tackable Top Tier Glass Panel w/o TC 65H x 60W	\$882.00	45.00	\$485.10	\$4,365.90
		\$(A)	Gr A Fabric			Fabric Selection	
		~	Undecided FABRIC Option			Gr A Fab	
		\$(P1)	P1 Paint Opts			Select Paint Color	
		~	Undecided PAINT Option			Select Grade 1 Paint	
		~	Undecided GLASS Option			Select Glass	
35	9	HWV73AARP	Systems 60x36x24x24Rt Corner Cove Worksurface Edgebnd	\$750.00	45.00	\$412.50	\$3,712.50
		\$(L1STD)	Grd L1 Standard Laminates			Select Laminate	
		~	Undecided LAMINATE Option			Laminate Selection	
		~	Undecided EDGE Option			Select Edgeband Color	
		~	Undecided GROMMET Option			Select Grommet Color	
		DSASSEMBLY	Assembly/Set in Place/Removal of Debris	\$4,765.00		\$4,765.00	\$4,765.00
		PRJMGTFEE	Project Management Fee	\$545.14		\$545.14	\$545.14
		SALES TAX	Sales Tax 7.750%	\$2,976.40		\$2,976.40	\$2,976.40
<b>Sub Total Sell</b>							<b>\$31,173.45</b>
<b>Total Sell:</b>							<b>\$41,926.74</b>

Prepared For: Laurie Miller  
City of Beaumont  
550 E 6th Street

Quote Expires: 7/1/2022

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6/3/2022

Beaumont CA 92223  
951-769-8520 x326

Quote # Q153362

City of Beaumont Bldg C KG 6.2.2022.visual.sp4

Sold By: Steve Noble

Prep. by: Karina Guevara

*Lead Time = 6-8 weeks | Finishes TBD | Rialto Bid #19-20-011*

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
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There are NO refunds, returns, cancellations or exchange privileges on Special Orders. All orders over \$7,500.00 require a 50% deposit. Balance due is subject to normal payment terms and based on approved credit. Please review all specifications carefully before ordering and initial each page of this quotation. Some orders may require additional time due to production schedules and may exceed the time quoted. bluespace interiors cannot guarantee delivery from manufacturers by a certain date. A quoted date is an estimate and not a condition of sale. Installation and delivery to be performed during normal business hours unless otherwise quoted. Inside delivery and set up requires the receiving area to be prepared for the furniture installation. It is Customer's responsibility that the site be clean and free of debris prior to installation. An additional charge will be incurred if the area is not ready for delivery. Delays caused by the customer requiring storage will be billed at the current monthly pallet rate. In the event bluespace interiors' personnel remove or assist in removing existing furniture or equipment not provided in this proposal, Customer shall pay for this Service at the current rate and be separately invoiced. The decision to repair or replace any damaged or defective merchandise will be made by bluespace interiors and or the manufacturer.

**Acceptance of this proposal indicates acceptance of the above terms and conditions.**

Approved by: Name \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED BY \_\_\_\_\_  
DATE \_\_\_\_\_

CLIENT  
CITY OF BEAUMONT  
ADDRESS  
800 EAST 5TH STREET  
BEAUMONT, TX

PROJECT NAME  
TRANSIT BUILDING

SALES EXECUTIVE  
DEBORAH BAKER

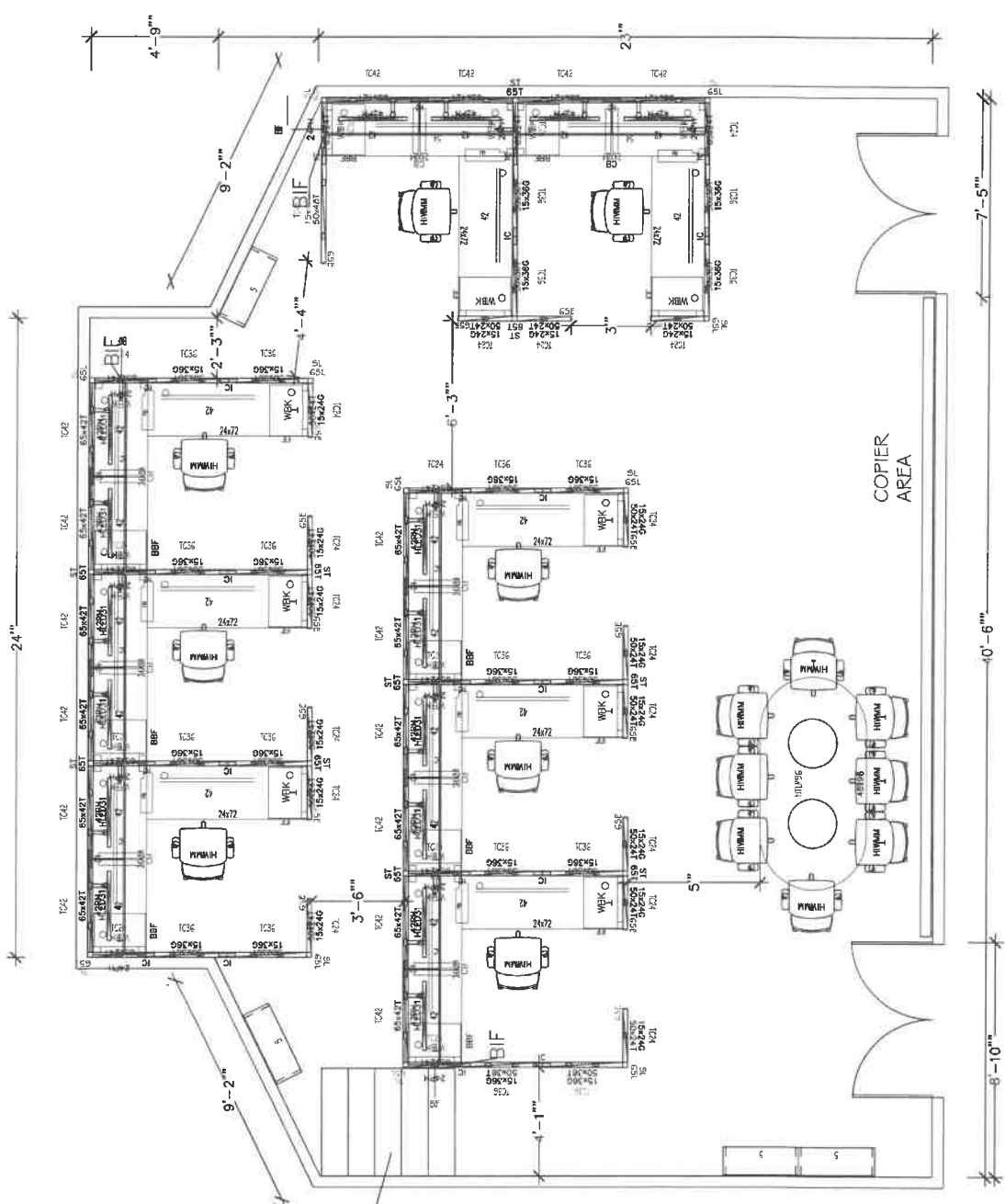
DEPARTMENT TITLE  
FURNITURE PLAN

DATE 10/17/20

NO.	DATE	DESCRIPTION
1	10/17/20	INITIAL LAYOUT
2	10/20/20	
3	10/20/20	
4	10/20/20	
5	10/20/20	
6	10/20/20	
7	10/20/20	
8	10/20/20	
9	10/20/20	
10	10/20/20	
11	10/20/20	

1 OF 2

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where does this start and stop?



APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

CLIENT CITY OF BEAUMONT

ADDRESS 500 EAST 6TH STREET BEAUMONT, CA

PROJECT NAME TRANSIT BUILDING

SALES EXECUTIVE \_\_\_\_\_

PROJECT NUMBER \_\_\_\_\_

DEPARTING DATE \_\_\_\_\_

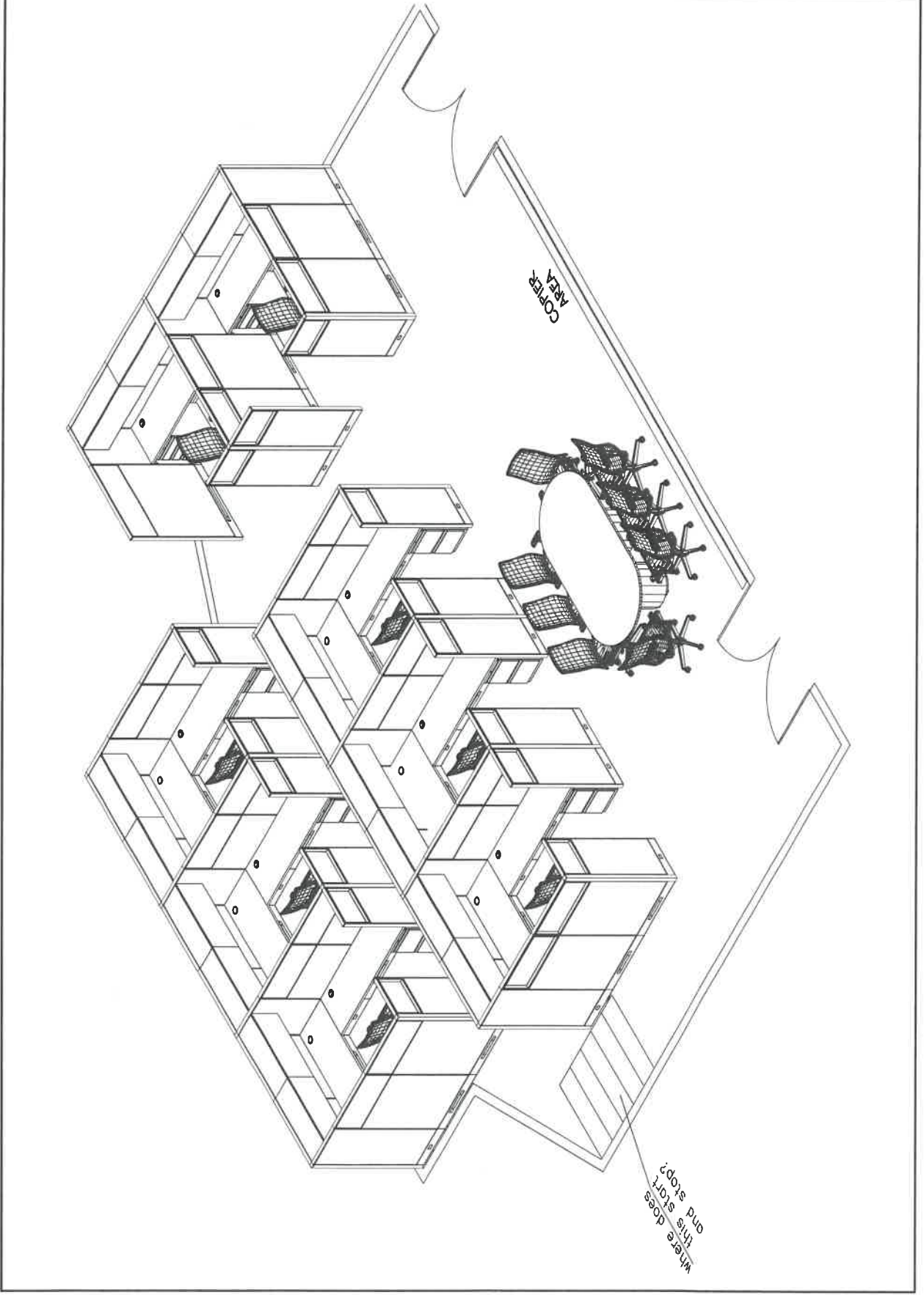
**FURNITURE PLAN**

SCALE 1/4" = 1' - 0"

NO.	REVISIONS	DATE
1	ISSUE FOR PERMIT	04/11/21
2		04/20/20
3		04/20/20
4		04/20/20
5		04/20/20
6		04/20/20
7		04/20/20
8		04/20/20
9		04/20/20
10		04/20/20
11		04/20/20

SHEET NUMBER **2 OF 2**

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bluespace interiors  
 23303 La Palma Ave.  
 Yorba Linda CA 92887  
 714-585-6642

**Furniture Quotation**  
**Transit Building**



Prepared For: Laurie Millier  
 City of Beaumont  
 550 E. 6th Street

Quote Date: 5/25/2022  
 Valid Thru: 6/22/2022

Page 1 of 5

Time: 11:55:39AM

Sold By: Jeannette Barber

Beaumont CA  
 (951) 769-8520 x326

Quote # Q153209

Prep. By: Karina Guevara

ransit Building Q153209 5.25.2022.visual.sp4

**Lead Time = 5-7 Weeks/Finishes TBD**

Line#	Qty	Part Description	Sell	Extended Sell
1	8	24D Cantilever One Pair	\$58.50	\$468.00
		Select Paint Color	P1 Paint Opts	\$(P1)
		Select Grade 1 Paint	Undecided PAINT Option	~
2	11	65H "L" Connector Post	\$100.29	\$1,103.19
		Select Paint Grade	P1 Paint Opts	\$(P1)
		Select Grade 1 Paint	Undecided PAINT Option	~
3	10	65H "T" Connector Post	\$96.94	\$969.40
		Select Paint Grade	P1 Paint Opts	\$(P1)
		Select Grade 1 Paint	Undecided PAINT Option	~
4	11	"L" Connector Strap	\$11.14	\$122.54
5	10	"T" Connector Strap	\$15.60	\$156.00
6	16	Panel Finished End Covers 65H	\$45.69	\$731.04
		Select Paint Color	P1 Paint Opts	\$(P1)
		Select Grade 1 Paint	Undecided PAINT Option	~
7	15	Glass Stacker 15H x 24W	\$290.27	\$4,354.05
		Select Paint Color	P1 Paint Opts	\$(P1)
		Select Grade 1 Paint	Undecided PAINT Option	~
		Select Glass	Glass: Clear	.Q
8	20	Glass Stacker 15H x 36W	\$338.74	\$6,774.80
		Select Paint Color	P1 Paint Opts	\$(P1)
		Select Grade 1 Paint	Undecided PAINT Option	~
		Select Glass	Glass: Clear	.Q
9	1	Glass Stacker 15H x 48W	\$402.81	\$402.81
		Select Paint Color	P1 Paint Opts	\$(P1)
		Select Grade 1 Paint	Undecided PAINT Option	~
		Select Glass	Glass: Clear	.Q
10	26	Panel Top Cap 24"W	\$26.74	\$695.24
		Select Paint Color	P1 Paint Opts	\$(P1)
		Select Grade 1 Paint	Undecided PAINT Option	~
11	20	Panel Top Cap 36"W	\$41.23	\$824.60
		Select Paint Color	P1 Paint Opts	\$(P1)
		Select Grade 1 Paint	Undecided PAINT Option	~
12	16	Panel Top Cap 42"W	\$42.90	\$686.40
		Select Paint Color	P1 Paint Opts	\$(P1)

Prepared For: Laurie Millier  
 City of Beaumont  
 550 E. 6th Street

Quote Date: 5/25/2022  
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 (951) 769-8520 x326

Quote # Q153209

Prep. By: Karina Guevara

ransit Building Q153209 5.25.2022.visual.sp4

**Lead Time = 5-7 Weeks/Finishes TBD**

Line#	Qty	Part Description	Sell	Extended Sell
		Select Grade 1 Paint	~	
		Undecided PAINT Option		
13	1	Panel Top Cap 48"W	\$47.36	\$47.36
		Select Paint Color	\$(P1)	
		P1 Paint Opts		
		Select Grade 1 Paint	~	
		Undecided PAINT Option		
14	15	Tackable Panel w/o TC 50H x 24W	\$239.01	\$3,585.15
		Fabric Selection	\$(A)	
		Gr A Fabric	~	
		Undecided FABRIC Option		
		Select Paint Color	\$(P1)	
		P1 Paint Opts		
		Select Grade 1 Paint	~	
		Undecided PAINT Option		
15	20	Tackable Panel w/o TC 50H x 36W	\$253.50	\$5,070.00
		Fabric Selection	\$(A)	
		Gr A Fabric	~	
		Undecided FABRIC Option		
		Select Paint Color	\$(P1)	
		P1 Paint Opts		
		Select Grade 1 Paint	~	
		Undecided PAINT Option		
16	1	Tackable Panel w/o TC 50H x 48W	\$301.41	\$301.41
		Fabric Selection	\$(A)	
		Gr A Fabric	~	
		Undecided FABRIC Option		
		Select Paint Color	\$(P1)	
		P1 Paint Opts		
		Select Grade 1 Paint	~	
		Undecided PAINT Option		
17	11	Tackable Panel w/o TC 65H x 24W	\$253.50	\$2,788.50
		Fabric Selection	\$(A)	
		Gr A Fabric	~	
		Undecided FABRIC Option		
		Select Paint Color	\$(P1)	
		P1 Paint Opts		
		Select Grade 1 Paint	~	
		Undecided PAINT Option		
18	16	Tackable Panel w/o TC 65H x 42W	\$312.00	\$4,992.00
		Fabric Selection	\$(A)	
		Gr A Fabric	~	
		Undecided FABRIC Option		
		Select Paint Color	\$(P1)	
		P1 Paint Opts		
		Select Grade 1 Paint	~	
		Undecided PAINT Option		
19	11	Electrical Power Harness 24W 3-1 & 2-2 Systems	\$140.96	\$1,550.56
20	16	Electrical Power Harness 42W 3-1 & 2-2 Systems	\$148.76	\$2,380.16
21	10	Duplex Receptacle Circuit 1 3-1 & 2-2 Systems	\$30.09	\$300.90
		Select Duplex Color	~	
		Undecided PAINT Option		
22	6	Duplex Receptacle Circuit 2 3-1 & 2-2 Systems	\$30.09	\$180.54
		Select Duplex Color	~	
		Undecided PAINT Option		
23	8	Duplex Receptacle Circuit 4 3-1 & 2-2 Systems	\$30.09	\$240.72
		Select Duplex Color	~	
		Undecided PAINT Option		

Prepared For: Laurie Millier  
 City of Beaumont  
 550 E. 6th Street

Quote Date: 5/25/2022  
 Valid Thru: 6/22/2022

Time: 11:55:39AM

Sold By: Jeannette Barber

Beaumont CA  
 (951) 769-8520 x326

Quote # Q153209

Prep. By: Karina Guevara

ransit Building Q153209 5.25.2022.visual.sp4

**Lead Time = 5-7 Weeks/Finishes TBD**

Line#	Qty	Part Description	Sell	Extended Sell
24	2	Base In-Feed Cable Base 3-1 & 2-2 Systems	\$157.67	\$315.34
25	1	Base- In-Feed Cable 3-1 & 2-2 Systems	\$366.04	\$366.04
26	8	Flat Bracket 24D	\$45.13	\$361.04
		Select Color Option	Color: Charcoal	.S
27	8	42"W External Stiffener	\$68.53	\$548.24
		Select Color Option	Color: Black	.P
28	8	54"W External Stiffener	\$74.66	\$597.28
		Select Color Option	Color: Black	.P
29	16	Abound Overhead-Metal Flipper Door 42"	\$425.10	\$6,801.60
		Select Paint Color	P1 Paint Opts	\$(P1)
		Select Grade 1 Paint	Undecided PAINT Option	~
		Select Lock Option	Lock: Lock	.L
30	29	Straight Connector Kit	\$14.49	\$420.21
		Select Paint Color	No Option	.X
31	8	Box/Box/File 28H x 22 7/8D x 15W	\$392.23	\$3,137.84
		Select Lock Option	Lock: Lock	.L
		Select Paint Color	P1 Paint Opts	\$(P1)
		Select Grade 1 Paint	Undecided PAINT Option	~
32	8	File/File 28H x 22 7/8D x15W	\$388.89	\$3,111.12
		Select Lock Option	Lock: Lock	.L
		Select Paint Color	P1 Paint Opts	\$(P1)
		Select Grade 1 Paint	Undecided PAINT Option	~
33	8	Systems Rectangular Worksurface Edgeband 24D x 72W	\$361.59	\$2,892.72
		Select Laminate	Grd L1 Standard Laminates	\$(L1STD)
		Laminate Selection	Undecided LAMINATE Option	~
		Select Edgeband Color	Undecided EDGE Option	~
		Select Grommet Color	Undecided GROMMET Option	~
34	8	24"D x 84"W Rectangular WS - Edgeband	\$512.57	\$4,100.56
		Select Laminate	Grd L1 Standard Laminates	\$(L1STD)
		Laminate Selection	Undecided LAMINATE Option	~
		Select Edgeband Color	Undecided EDGE Option	~
		Select Grommet Color	Undecided GROMMET Option	~
35	24	Worksurface Bracket Kit	\$32.87	\$788.88
		Select Paint Color	P1 Paint Opts	\$(P1)
		Select Grade 1 Paint	Undecided PAINT Option	~
36	4	Brigade Bookcase 5-Shelf 12-5/8D x 34-1/2W x 71H	\$397.24	\$1,588.96
		Select Paint Color	P1 Paint Opts	\$(P1)

Prepared For: Laurie Millier  
 City of Beaumont  
 550 E. 6th Street

Quote Date: 5/25/2022  
 Valid Thru: 6/22/2022

Time: 11:55:39AM

Sold By: Jeannette Barber

Beaumont CA  
 (951) 769-8520 x326

Quote # Q153209

Prep. By: Karina Guevara

ransit Building Q153209 5.25.2022.visual.sp4

**Lead Time = 5-7 Weeks/Finishes TBD**

Line#	Qty	Part Description	Sell	Extended Sell
		Select Grade 1 Paint	Undecided PAINT Option	~
37	16	Ignition 2 Task Mid-back, ilira back	\$444.04	\$7,104.64
		Control Type	Syncho-Tilt W Seat Slider	.Y1
		Select Arm Type	Arm: Height and Width Adj. Arm	.A
		Select Caster/Glide Option	Hard Caster	.H
		Select Mesh Color	4-Way Black	.IM
		Select Upholstery	Gr 1 UPH	\$(1)
		Upholstery Selection	Centurion	.CU
		UPH: Centurion	COLOR: Iron Ore	19
		Select Lumbar	Black Adjustable Lumbar	.BL
		Select base	Base: Standard Base	.SB
		Select Frame Color	Frame: Black	.T
38	8	31" LED Light W/PwrSupplyForDaisyChain(STARTER)	\$422.31	\$3,378.48
39	8	31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)	\$344.31	\$2,754.48
40	1	Preside 96W x 48D Racetrack Shaped Laminate Top	\$584.44	\$584.44
		Edge Option	2MM/Flat	.G
		Select Edge Finish	Undecided EDGE Option	~
		Select Grommet	No Grommets	.N
		Select Laminate	Grd L1 Standard Laminates	\$(L1STD)
		Select Laminate	Undecided LAMINATE Option	~
41	1	Preside Laminate Cylinder Base For 96" W Table Tops	\$1,021.80	\$1,021.80
		Select Laminate	Grd L1 Standard Laminates	\$(L1STD)
		Laminate Selection	Undecided LAMINATE Option	~

			<b>Sub Total Sell</b>	<b>\$78,599.04</b>
		Assemble/Set in Place/Removal of Debris	\$7,136.00	\$7,136.00
		Project Management Fee	\$1,286.00	\$1,286.00
		Sales Tax, 7.75%	\$6,091.43	\$6,091.43
			<b>Total Sell:</b>	<b>\$93,112.47</b>

Prepared For: Laurie Millier  
City of Beaumont  
550 E. 6th Street

Quote Date: 5/25/2022  
Valid Thru: 6/22/2022

Page 5 of 5

Time: 11:55:39AM

Beaumont CA  
(951) 769-8520 x326

Quote # Q153209

Sold By: Jeannette Barber

Prep. By: Karina Guevara

ransit Building Q153209 5.25.2022.visual.sp4

**Lead Time = 5-7 Weeks/Finishes TBD**

Line#	Qty	Part Description	Sell	Extended Sell
-------	-----	------------------	------	---------------

There are NO refunds, returns, cancellations or exchange privileges on Special Orders. All orders over \$7,500.00 require a 50% deposit. Balance due is subject to normal payment terms and based on approved credit. Please review all specifications carefully before ordering and initial each page of this quotation. Some orders may require additional time due to production schedules and may exceed the time quoted. bluespace interiors cannot guarantee delivery from manufacturers by a certain date. A quoted date is an estimate and not a condition of sale. Installation and delivery to be performed during normal business hours unless otherwise quoted. Inside delivery and set up requires the receiving area to be prepared for the furniture installation. It is Customer's responsibility that the site be clean and free of debris prior to installation. An additional charge will be incurred if the area is not ready for delivery. Delays caused by the customer requiring storage will be billed at the current monthly pallet rate. In the event bluespace interiors' personnel remove or assist in removing existing furniture or equipment not provided in this proposal, Customer shall pay for this Service at the current rate and be separately invoiced. The decision to repair or replace any damaged or defective merchandise will be made by bluespace interiors and or the manufacturer. A late charge of 1.5% per month will be assessed on delinquent balances. In the event of any default in payment, purchaser shall pay all attorney fees and/or other collection costs equal to 25% of the remaining balance, which the parties agree are reasonable, whether or not litigation is initiated.

**Acceptance of this proposal indicates acceptance of the above terms and conditions.**

**Approved by: Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date:** \_\_\_\_\_



## Staff Report

**TO:** City Council

**FROM:** Doug Story, Community Services Director

**DATE:** July 19, 2022

**SUBJECT:** **Approve a Purchase Order in the Amount Not to Exceed \$45,860 for M. Brey Electric, Inc. dba MBE Construction for Electrical Maintenance at Stewart Park and Ratify a Maintenance Agreement to M. Brey Electric, Inc. dba MBE Construction in the amount of \$45,860**

### Background and Analysis:

On May 4, 2021, City Council approved the demolition of the pool at Stewart Park. As part of this demolition the removal of all electrical utilities that were fed to the park through the building were also removed. During the demolition process overhead power lines feeding power to the park were removed and power to the park was shut off.

When plans for the Cherry Festival began, staff was instructed to have power restored to the restroom facility via an underground conduit to provide for electrical needs of the festival and for the future reopening of the restroom and snack bar facility. During the site walks and inspections there were several emergency issues that were brought to staff's attention and the decision was made to move forward immediately with repairs and maintenance to remedy the emergency situations and eliminate any hazards in the park.

Staff received quotes for the work and M. Brey Electric, Inc. dba MBE Construction had the availability and supplies to begin the project within the timeframe needed for the Cherry Festival and work was completed prior to the start of the festival. This work provided a temporary pole, panel, meter, underground conduit with wires and removed leftover hazardous electrical infrastructure to previously demolished pavilion and pool area that remained in the ground.

Currently, electrical power is provided for the restrooms, snack bar, and storage area. This will allow restrooms to remain open until the closure of Stewart Park's planned

reconstruction in 2023. Power was also provided for the Cherry Festival for the beer garden, vendors, and entertainment.

**Fiscal Impact:**

The costs for electrical maintenance at Stewart Park is \$45,860 and will be funded from account 100-6050-7070-5500.

**Recommended Action:**

Approve a Purchase Order for an amount not to exceed \$45,860 for M. Brey Electric, Inc. dba MBE Construction for electrical maintenance at Stewart Park and approve the ratification of a Maintenance Services Agreement for a total amount of \$45,860 for electrical maintenance at Stewart Park.

**Attachments:**

A. Agreement for Maintenance Services and Proposal



## AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES is made and effective as of the 19th day of July, 2022 by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and **M. Brey Electric, Inc. dba MBE Construction** whose address is 408 Elm Ave. 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 1, 2022 and shall complete the Services no later than August 1, 2022. 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.

3.01 CONTRACTOR shall be paid at the rates set forth in the Proposal. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR for the completion of the Services under this Agreement shall not exceed Forty Five Thousand, Eight Hundred Sixty Dollars (\$45,860).

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.

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 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.

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

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

each such person.

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

## 6. General Conditions Pertaining to Insurance Coverage

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

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

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

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

## 7. Indemnification.

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

a. To the fullest extent permitted by law, CONTRACTOR shall

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

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

8. Status of CONTRACTOR.

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

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

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

9. Miscellaneous Provisions.

9.01 This Agreement, which includes all attached exhibits, supersedes any and

all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties. The Recitals to this Agreement are hereby incorporated herein by this reference.9.02

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

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

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

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

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

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

*[signatures on following page]*

**CITY:**

CITY OF BEAUMONT

By:

\_\_\_\_\_  
Lloyd White, Mayor

Date: \_\_\_\_\_

**CONTRACTOR:**

By:

\_\_\_\_\_

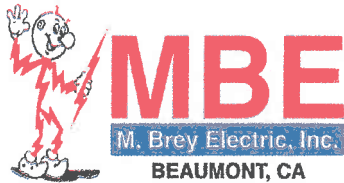
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT "A"

**PROPOSAL**  
(insert behind this page)



**Residential-Commercial-Industrial**

408 Elm Ave. Beaumont, CA. 92223  
 951-845-5438 FX 951-845-5642  
 www.mbreyelectric.com  
 CA#581224 DIR#1000005926

Date 3/29/2022

Stewart Park Power  
 985 Maple Ave  
 Beaumont, CA 92223

Attention: Kevin Norville

Reference: Stewart Park

Name:

M. Brey Electric, Inc. is pleased to provide an electrical proposal on the above subject project. This proposal includes the following:

1 new wood power pole per SCE specs

New metered 200amp panel mounted on pole

Trench, install 2" PVC schedule 40 conduit, backfill and compact from new panel to restroom building

Cut and replace concrete approximately 10'x1' as needed to install conduit

EMT from exterior to sub panel in storage room

3/0 copper wire from new metered panel to sub panel

Tie into existing conduit from storage room to where original switchgear was located and install 3 ea. 30a receptacles in weather proof enclosures for temp power

Exclusions and Clarifications:

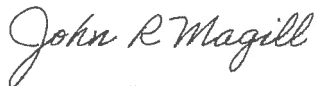
- Fees of any type excluded
- Engineering excluded
- Permits excluded
- Bond fees excluded
- All asphalt work excluded
- Seismic calculations excluded
- All structural supports excluded
- Plans excluded
- Third party testing excluded



- Electrical utility fees and charges excluded
- Underground conduit is PVC Schedule 40
- Conduit only for alarm and door controls
- Control and alarm work excluded

Base bid total: 45,860.00

Very Respectfully,



John Magill  
M. BREY ELECTRIC, INC

**EXHIBIT "B"**  
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**  
**(insert behind this page)**





**BILLING DEPARTMENT**  
accounting@sbemp.com

REPLY TO:  
Palm Springs, California

July 6, 2022

CITY OF BEAUMONT PROFESSIONAL SERVICES THRU: 6/30/2022

**TOTAL DUE: \$81,355.64**

Sincerely,  
**SBEMP, LLP**

By: Accounting Department

**SLOVAK BARON EMPEY MURPHY & PINKNEY LLP**

**Palm Springs, CA**  
T (760) 322-2275

**Indian Wells, CA**  
T (760) 322- 9240

**Orange County, CA**  
T (714) 435-9591

**San Diego, CA**  
T (619) 501-4540

**New Jersey**  
T (609) 955-3393

**New York**  
T (212) 829-4399

[www.sbemp.com](http://www.sbemp.com)



1800 E Tahquitz Canyon Way  
Palm Springs, CA 92262  
Fed. ID #33-0833010  
Telephone 760-322-2275  
Facsimile 760-322-2107

July 6, 2022

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont\*AIG

Professional services through: 6/30/2022:

Invoice # 72586

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT: \$11,310.40

**SLOVAK BARON EMPEY MURPHY & PINKNEY LLP**

**Palm Springs, CA**  
T (760) 322-2275

**Indian Wells, CA**  
T (760) 322- 9240

**Orange County, CA**  
T (714) 435-9591

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Telephone 760-322-2275  
Facsimile 760-322-2107

July 6, 2022

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont\*Fortier

Professional services through: 6/30/2022:

Invoice # 72588

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$835.61

**SLOVAK BARON EMPEY MURPHY & PINKNEY LLP**

**Palm Springs, CA**  
T (760) 322-2275

**Indian Wells, CA**  
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**Orange County, CA**  
T (714) 435-9591

**San Diego, CA**  
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Telephone 760-322-2275  
Facsimile 760-322-2107

July 6, 2022

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont\*Gregg

Professional services through: 6/30/2022:

Invoice # 72589

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT: \$14,832.00

**SLOVAK BARON EMPEY MURPHY & PINKNEY LLP**

**Palm Springs, CA**  
T (760) 322-2275

**Indian Wells, CA**  
T (760) 322- 9240

**Orange County, CA**  
T (714) 435-9591

**San Diego, CA**  
T (619) 501-4540

**New Jersey**  
T (609) 955-3393

**New York**  
T (212) 829-4399

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Palm Springs, CA 92262  
Fed. ID #33-0833010  
Telephone 760-322-2275  
Facsimile 760-322-2107

July 6, 2022

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont\*Iloputaife

Professional services through: 6/30/2022:

Invoice # 72590

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$6,488.50

**SLOVAK BARON EMPEY MURPHY & PINKNEY LLP**

**Palm Springs, CA**  
T (760) 322-2275

**Indian Wells, CA**  
T (760) 322- 9240

**Orange County, CA**  
T (714) 435-9591

**San Diego, CA**  
T (619) 501-4540

**New Jersey**  
T (609) 955-3393

**New York**  
T (212) 829-4399

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Palm Springs, CA 92262  
Fed. ID #33-0833010  
Telephone 760-322-2275  
Facsimile 760-322-2107

July 6, 2022

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont\*Norton Rose

Professional services through: 6/30/2022:

Invoice # 72592

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT: \$14,454.00

**SLOVAK BARON EMPEY MURPHY & PINKNEY LLP**

**Palm Springs, CA**  
T (760) 322-2275

**Indian Wells, CA**  
T (760) 322- 9240

**Orange County, CA**  
T (714) 435-9591

**San Diego, CA**  
T (619) 501-4540

**New Jersey**  
T (609) 955-3393

**New York**  
T (212) 829-4399

[www.sbemp.com](http://www.sbemp.com)



1800 E Tahquitz Canyon Way  
Palm Springs, CA 92262  
Fed. ID #33-0833010  
Telephone 760-322-2275  
Facsimile 760-322-2107

July 6, 2022

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont\*Richey

Professional services through: 6/30/2022:

Invoice # 72593

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$2,324.95

**SLOVAK BARON EMPEY MURPHY & PINKNEY LLP**

**Palm Springs, CA**  
T (760) 322-2275

**Indian Wells, CA**  
T (760) 322- 9240

**Orange County, CA**  
T (714) 435-9591

**San Diego, CA**  
T (619) 501-4540

**New Jersey**  
T (609) 955-3393

**New York**  
T (212) 829-4399

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1800 E Tahquitz Canyon Way  
Palm Springs, CA 92262  
Fed. ID #33-0833010  
Telephone 760-322-2275  
Facsimile 760-322-2107

July 6, 2022

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont\*Sandoval

Professional services through: 6/30/2022:

Invoice # 72594

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT: \$1,730.50

**SLOVAK BARON EMPEY MURPHY & PINKNEY LLP**

**Palm Springs, CA**  
T (760) 322-2275

**Indian Wells, CA**  
T (760) 322- 9240

**Orange County, CA**  
T (714) 435-9591

**San Diego, CA**  
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T (609) 955-3393

**New York**  
T (212) 829-4399

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1800 E Tahquitz Canyon Way  
Palm Springs, CA 92262  
Fed. ID #33-0833010  
Telephone 760-322-2275  
Facsimile 760-322-2107

July 6, 2022

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont\*Urban Logic

Professional services through: 6/30/2022:

Invoice # 72595

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$4,855.50

**SLOVAK BARON EMPEY MURPHY & PINKNEY LLP**

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**Indian Wells, CA**  
T (760) 322- 9240

**Orange County, CA**  
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**San Diego, CA**  
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Facsimile 760-322-2107

July 6, 2022

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont-Labor&Employ

Professional services through: 6/30/2022:

Invoice # 72597

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$693.10

**SLOVAK BARON EMPEY MURPHY & PINKNEY LLP**

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Facsimile 760-322-2107

July 6, 2022

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont-NobleCreekRev

Professional services through: 6/30/2022:

Invoice # 72598

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$1,386.20

**SLOVAK BARON EMPEY MURPHY & PINKNEY LLP**

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Facsimile 760-322-2107

July 6, 2022

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont-OverRetainer

Professional services through: 6/30/2022:

Invoice # 72599

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT: \$14,890.00

**SLOVAK BARON EMPEY MURPHY & PINKNEY LLP**

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**Indian Wells, CA**  
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Facsimile 760-322-2107

July 6, 2022

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont-Retainer

Professional services through: 6/30/2022:

Invoice # 72600

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$7,554.88

**SLOVAK BARON EMPEY MURPHY & PINKNEY LLP**

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## TRANSPORTATION PROJECTS AT A GLANCE

### PENNSYLVANIA WIDENING

Widening of Pennsylvania to four lanes from 1st Street to 6th Street

### PENNSYLVANIA GRADE SEPARATION

Vertical Realignment of Pennsylvania to bypass under the railroad crossing

### SECOND STREET EXTENSION

Extending Second Street Marketplace westbound to Pennsylvania Avenue

### PHASE 2 POTRERO INTERCHANGE

Addition of On/Off Ramps to SR 60, as well as the realignment of Western Knolls.

### SIGNAL IMPROVEMENTS

6th Street/Beaumont Avenue protected left turn signals  
SR-79/1st Street protected left turn signals

### HIGHLAND SPRINGS INTERCHANGE

Reconfigure existing interchange to improve traffic flow and safety.

### OAK VALLEY INTERCHANGE

Reconfigure existing interchange and bridge to improve traffic flow and safety.

### WEST SIDE FIRE STATION\*

Construction of a full service fire station located on Potrero Blvd. east of the Olivewood Community

### POLICE STATION/HEADQUARTERS\*

Construction of a new police station, as an addition to the Public Safety Complex located on Potrero Blvd, east of the Olivewood Community.

\*Is NOT a Transportation Project, but is part of Public Safety Infrastructure

## PROJECT DETAILS

Below is a list of identified Capital Improvement Projects (CIP) for transportation within the City of Beaumont. The timelines given are estimates based on completion of designs, engineering, environmental studies and construction bid awards. This list does not include all CIP projects identified and/or budgeted for.

### PENNSYLVANIA WIDENING

This project was identified and added to the CIP Budget in 2017. Architectural plans and engineering have been completed. Currently the project is out to bid for construction. Permitting and construction are set to kick off in the fall, with construction expected to take 12 months. This project is fully funded, including funding obtained from the Federal Infrastructure Spending Bill, which was approved in March 2022.

### PENNSYLVANIA GRADE SEPARATION

This project was identified and added to the CIP Budget in 2017. Preliminary design and layout have been completed. City Council has approved funding to complete design and engineering, which is expected to be completed in January 2024. City Council and Staff are working with our state and federal partners to adopt the project and complete construction.

### SECOND STREET EXTENSION

This project was identified and added to the CIP Budget in 2020. Initial conceptual design and feasibility has been completed. Architectural designs and engineering are expected to be completed in July 2022. Final environmental studies will be completed in Fall of 2022. Advertisement and award of contract is expected in 2023. City Council is currently approving construction funding and construction is expected to be complete in early 2024.

### PHASE 2 POTRERO INTERCHANGE

This project was identified and added to the CIP Budget in 2016. Phase 1 of this project was completed in 2019. Phase 2 is undergoing a revised traffic analysis and should be approved in July 2022. Once approved the revised plan and engineering should be completed in January 2023. Construction will take 24-30 months and is dependent on identifying funding sources. This project needs approximately \$30 million in funding, which staff is actively pursuing.

## CAPITAL IMPROVEMENT PROJECTS FROM DESIGN TO CONSTRUCTION

Construction on a Capital Improvement Project is a process that, depending on size and magnitude, can take months or even years to complete.

Capital Improvement Projects are deeply complex with the following start to finish process:



### STAGE 1: Identify

Identify City Infrastructure to be improved, such as parks, streets, transit, community facilities, etc.



### STAGE 2: Obtain Funding

Depending on the type of project and its impact locally, regionally or beyond, funding sources can include one or more of the following: Grants, local, county, state, federal funding, and/or tax revenue.



### STAGE 3: Design

Architects and engineers determine the scope of the project and develop a timeline, which includes environmental planning and design.

*This process can take 6-48 months depending on the complexity of the project.*

### STAGE 4: Construction

At the construction phase, the public will see the project start to take shape.

### STAGE 5: Completion

Every completed project ELEVATES our City!

## PROJECT DETAILS (CONTINUED) SIGNAL IMPROVEMENTS

This project was identified and added to the CIP Budget in 2020. Traffic Analysis and Improvement plans have been approved within the City. Currently 1st Street is awaiting approval from Cal Trans. Advertisement for installation of the signal arms for 6th Street is currently being prepared with an expected completion timeline of 3 months. Pending Cal Trans approval, advertisement for installation of the 1st Street signal arms is expected in August with a completion timeline of approximately 4 months. This project is fully funded.

## HIGHLAND SPRINGS INTERCHANGE

This project, coordinated by the Riverside County Transportation Commission (RCTC), began in 2019 with a cooperative agreement between the City of Beaumont, City of Banning, RCTC and Cal Trans. A project study report was completed in November of 2021. Currently RCTC has awarded a contract for the *Project Approval and Environmental Design* (PAED) report, which will take approximately 24 months. After this is completed the project will go to design and engineering, which is another 24 month process and then another 24-30 month process for construction. Funding for construction is still being identified.

## OAK VALLEY INTERCHANGE

This project was identified and added to the CIP Budget in 2020. A project study report was completed in 2009. Currently a request for proposal (RFP) for the PAED will be released in fall 2022. The PAED takes 24 months. Design and Engineering will need to be completed after that, then the project will go out to bid for construction. Funding for construction is still being identified.

## WEST SIDE FIRE STATION\*

This project was identified and added to the CIP Budget in 2016. Currently, the project is out to bid for construction. Construction is set to begin in September 2022, with completion in Fall of 2023. This project is funded.

## POLICE STATION/HEADQUARTERS\*

This project was identified and added to the CIP Budget in 2020. Currently, a feasibility study is being conducted. Funding for construction is still being identified.



#ACITYELEVATED

DEPARTMENT PROJECTS

SCHEDULE UPDATES

June 2022

# CITY CLERK



M. Robert	2	June 21, 2022	June 21, 2022		Complete	.50 hr
L. Uremovic	1	June 17, 2022	June 21, 2022		Complete	1.5 hr
B. Freeman	1	June 22, 2022	June 23, 2022		Complete	.50 hr
L. Rivera	1	June 23, 2022	June 23, 2022		Complete	.50 hr

---

No. of Requests	No. of Completed Requests	Staff Time Allocated
<b>23</b>	<b>23</b>	<b>8 hrs</b>

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# COMMUNITY DEVELOPMENT



## COMMUNITY DEVELOPMENT UPDATE Ending June 2022

- Housing Element Update (Project CD-02)
  - Housing Element Update will be presented to Planning Commission in August and City Council in September.
- 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 **August 9, 2022**
- Fire Safety – ending June 2022
  - 12 Fire Plan reviews
  - 84 Building Plan reviews
  - 6 Public Works plan reviews
  - 23 Planning case reviews
  - 137 Construction inspections
  - 4 Non-mandated Fire inspections
  - 12 Mandated Fire inspections
  - 4 Special Event inspections
  - 15 Miscellaneous inspections and follow-ups
- Code Enforcement – ending June 2022
  - 17 cases opened in the month of May
  - 56 Inspections resulting in no cases opened
  - No case closed
  - Weed abatement nearing completion
- Building and Safety Department Data
  - **Error! Hyperlink reference not valid.**
- Planning Project Data for May 2022
  - DRC Reviewed 13 applications
  - 28 new Planning applications were received
  - 55 plan checks were conducted



# COMMUNITY SERVICES

# Community Services Department Updates – June 2022

## Projects Update

2/1/2022 2/21/2022 3/13/2022 4/2/2022 4/22/2022 5/12/2022 6/1/2022 6/21/2022 7/11/2022 7/31/2022



### Recreation Division Highlights:

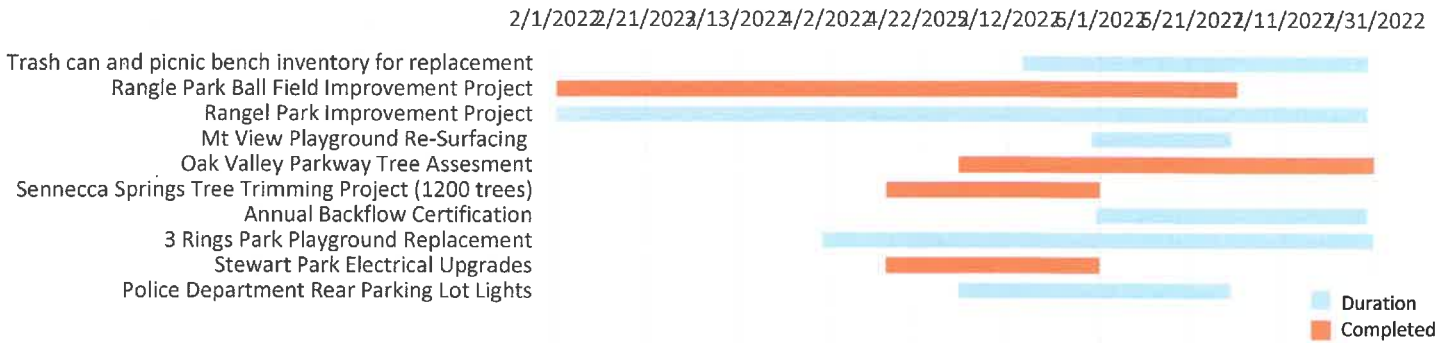
- Pop-Up and Storytime in the Park began June 6. These drop-in style events are hosted from 9am to 11am at parks throughout the community and provide games, activities, and crafts. Storytime events are hosted in partnership with the Beaumont Library.
  - Pop-Ups: Mondays and Wednesdays
  - Storytime: Tuesday
- Hosted a Senior Health and Fitness Day on June 15 featuring free senior fitness programs available at the CRC. A “Lunch and Learn” discussing the benefits of aerobic activity was provided by Riverside County Office on Aging.
- The Pass Patchers Quilter Guild resumed their monthly meetings.
- Rentals
  - CRC Special Event: 1
  - Park Pavilion: 12
- Challenger International Soccer Camp was held at the Sports Park June 27 – July 1. The Program had 22 participants.
- The Veterans Day Parade Committee began planning for the 2022 event. Parade invitations have been sent out to all previous entries.

#### RECREATION CLASSES AVAILABLE:

Chair Yoga – Tuesday & Thursday  
 Fit After 50 – Monday, Wednesday, Friday  
 Bingo – Thursday  
 Senior Aerobics – Monday, Wednesday, Friday

Pickleball – Monday, Tuesday & Thursday  
 Open Basketball – Monday & Wednesday  
 Parent & Me Ballet – Monday  
 Introductory to Ballet – Monday  
 Zumba – Monday, Wednesday, Friday

## Parks, Grounds and Building Maintenance Division Projects Update



### Parks, Grounds and Building Maintenance Division Highlights:

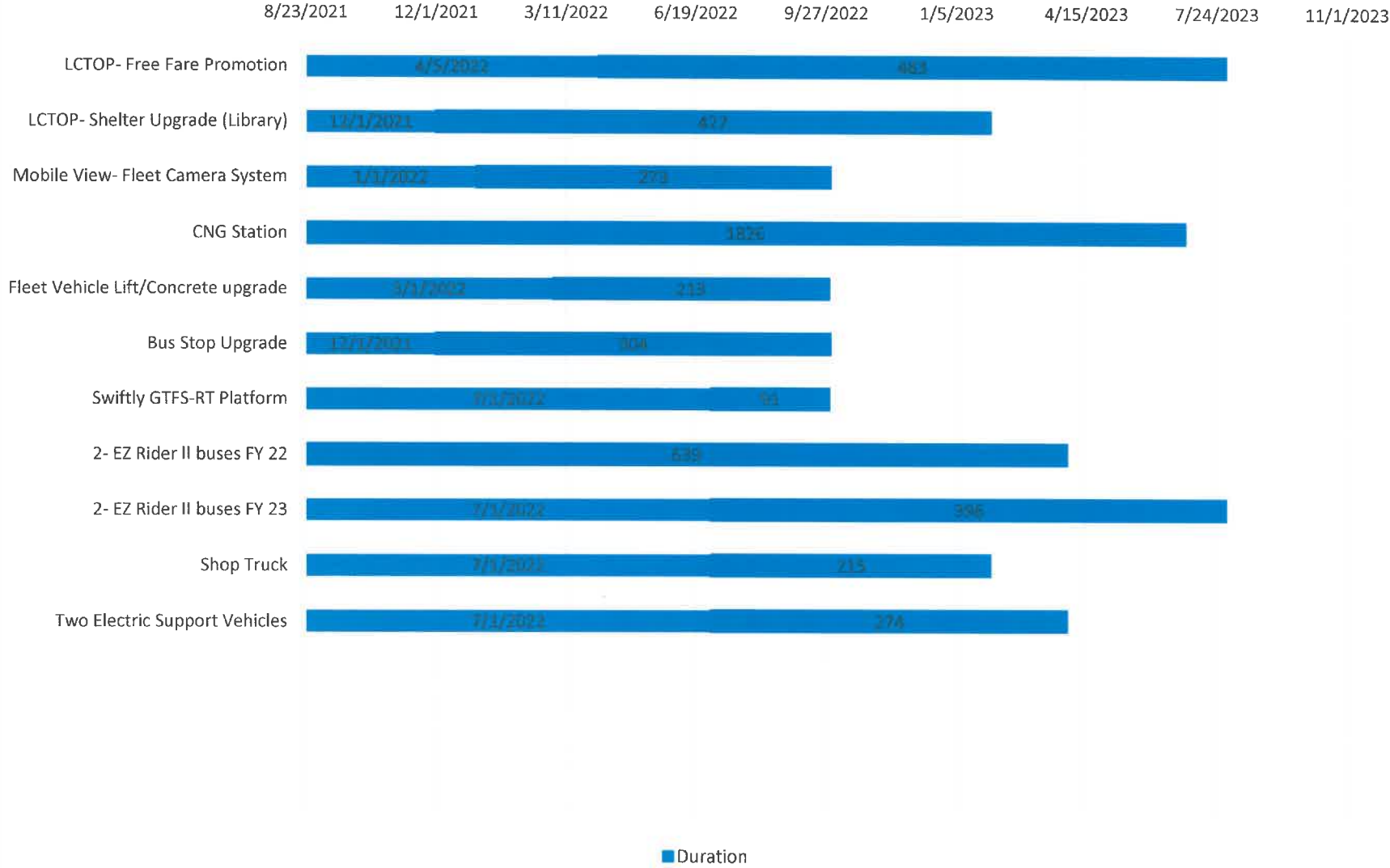
- Stewart Park backflow and waterline replaced
- Temporary power installed at Stewart Park
- 12 graffiti removals
- 27 work orders completed
- Bushes/Hedges trimmed at Mountain view, Trevino and Nichlaus Parks
- 6 LED lights installed along walking path at Star Carlton Park in Seneca Springs

### RANGEL PARK UPDATE:

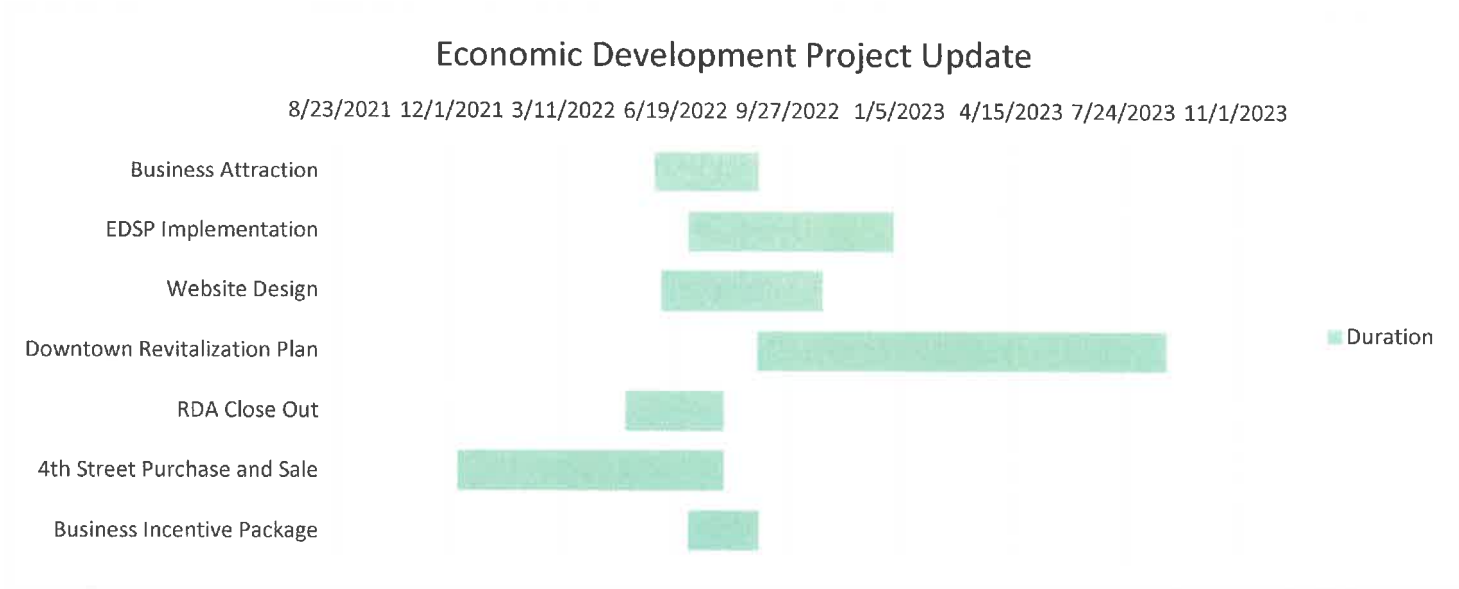
- 300 linear feet of fence installed around ballfield
- 3,000 sq.ft. of sod installed at park area
- New irrigation installed in entire park
- 150 linear feet of rod iron fence installed around playground

# TRANSIT

### Transit Project Update



# ECONOMIC DEVELOPMENT

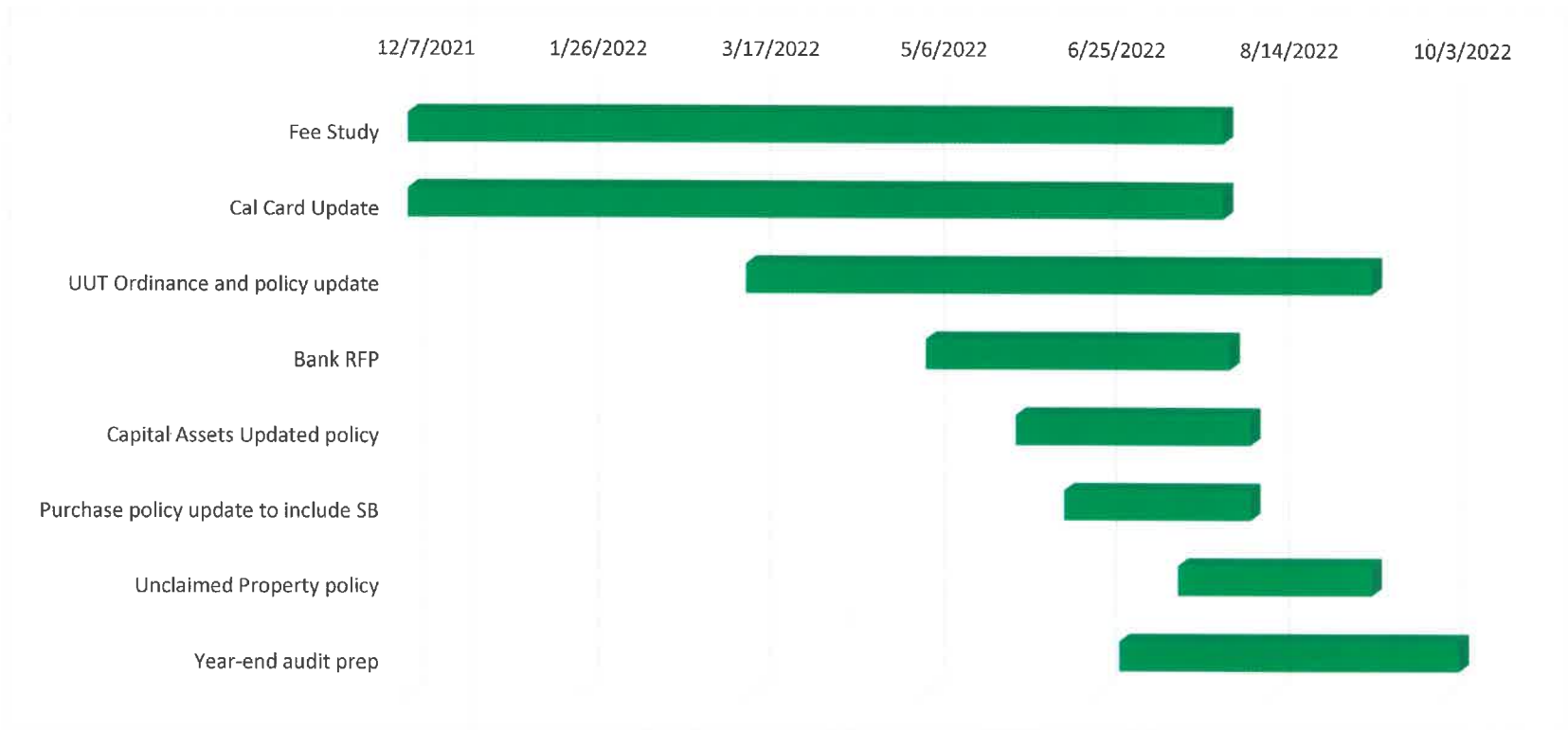


Items Completed since last report:

- 1. Job Fair Held June 29<sup>th</sup>, 2022 @ CRC: 24 Businesses attended, 46 job seekers
- 2. Draft RFP for Downtown Revitalization Plan underway

# FINANCE





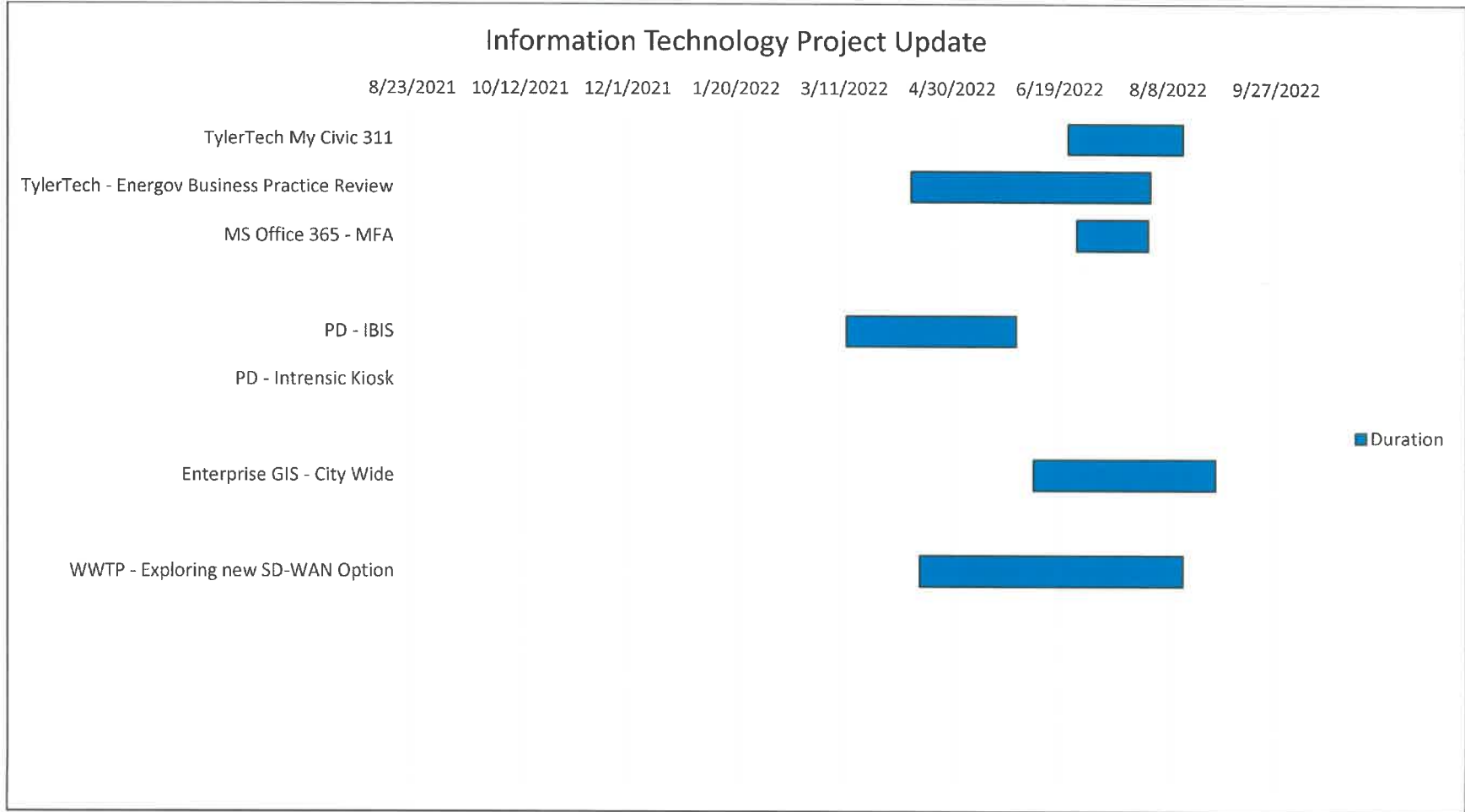
Projects Completed after last reporting:

1. Cost Allocation plan – completed 06/21/22
2. FYE 22/23 Budget – completed 06/21/22
3. FYE 22/23 Budget Book – completed 06/19/22

# INFORMATION TECHNOLOGY

# Monthly Project Update

## Information Technology Department



### Completed Projects

None at this time

# PUBLIC INFORMATION



# PUBLIC INFORMATION PROJECTS UPDATE June 2022

Item 22.

## City/PD Style Guides

- Create new for PD

## Digital Magazine

- Summer Edition published June 29
- Next Edition to go out Oct. 1

## Development Flow Chart

- Completed for public works
- Need one for planning projects

## Economic Development

- Branding/Website Development – ED working with IT

## Public Education – On-Going

- Government 101
- City in the Works
- City at Work

## Advertising/Misc. Outreach

- Municipal Election Information – ongoing through November
- Summit Station Project Updates - ongoing

## Social Media Updates

### Project Updates

- Fire and Police Station – Waiting on Fire Station Construction Bid Award
- Rangel/Stewart Park Update – Updated Stewart Park Survey, Rangel waiting on Ribbon Cutting
- Sundance Trail Update

## Citizens Academy 2022

- Scheduled
- Advertise

## State of the City

- Kick-off meeting with Chamber on March 7
  - Meeting every two weeks
- Vendors
  - Food Vendors Selected
  - Chamber Completing Contracts

- Reserved Tukwet Canyon Golf Club
  - Invitations Completed
  - Presentation Details

### Misc. Projects

- National Night Out
  - Key PD event

### Local Events

- July 29 – NNO
- September 22 - State of the City

### 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 –9,170 Followers (+62)
    - 15 individuals Direct Messaged (DM) us
    - Highest performing post in June: Message from the Mayor
      - Reach: 26,407
  - Parks and Recreation – 1,891 Followers (+123)
    - Highest performing post in June: Freedom Festival Reminder posted June 27, 2022.
      - Reach: 11,810
  - PD Account –13,442 Followers (+175)
    - Highest performing post in June: Press Release regarding Train Incident from June 15, 2022
      - Reach: 46,865
- Twitter
  - City 2,671 Followers (-1)
  - PD 2,164 Followers (+18)
- Instagram
  - City 4,094 Followers (+84)
  - PD 8,346 Followers (+55)
- Nextdoor
  - City and PD 13,943 Members (+237)
    - 9,174 claimed households

### Misc.

- City Magazine
  - +118 Opens in June
- App Downloads – (+62) Devices
- Notification sign-ups

- calendar of events – 867 (-23)
- City Council – 669 (+1)
- EDC – 224 (-1)
- FAC – 162 (-1)
- Planning Commission – 539 (-3)
- Construction Updates – 1199 (-3)
- Homepage news – 203 (-6)
- PD Homepage News – 46 (-1)

# PUBLIC WORKS

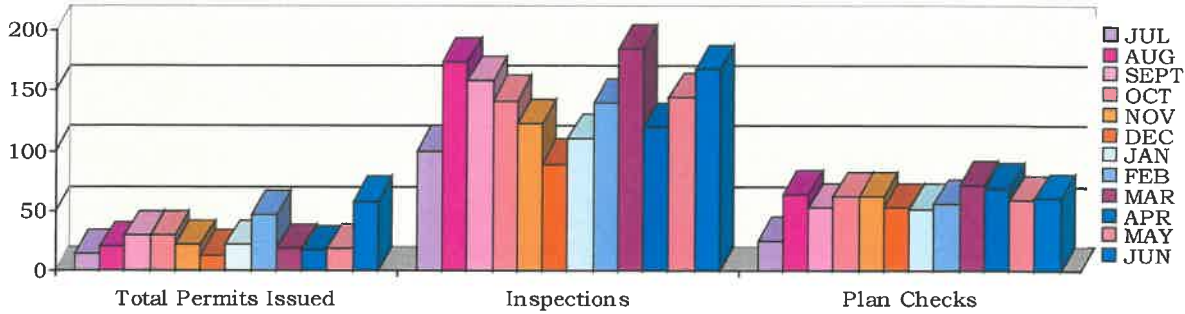




# PUBLIC WORKS

## MONTHLY PERMIT INFORMATION

### RUNNING 12 MONTHS



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
<b>Permit Information</b>												
Encroachment - Issued	13	19	22	27	21	10	21	44	18	15	11	37
Residential Improvements	0	0	3	2	1	2	3	2	0	2	6	20
Commercial Improvements	1	1	4	0	0	1	0	0	0	0	1	1
<b>TOTAL</b>	14	20	29	29	22	13	24	46	18	17	18	58
<b>Inspections</b>												
Commercial	13	52	51	55	89	26	51	57	108	51	36	23
Residential	87	122	107	87	34	63	59	83	77	68	108	144
<b>TOTAL</b>	100	174	158	142	123	89	110	140	185	119	144	167
<b>Plan Checks</b>												
Commercial	8	23	17	18	18	17	8	9	20	23	14	27
Residential	17	41	36	44	44	36	44	47	51	46	45	23
<b>TOTAL</b>	25	64	53	62	62	53	52	56	71	69	59	60

FY 21/22  
 FY 20/21

***This information is gathered from monthly reports and inspection records. Permits issued as of June 30, 2022.***