



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

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

550 E 6th Street, Beaumont, Ca

Tuesday, May 7, 2019

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

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

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

Page

CLOSED SESSION

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

CALL TO ORDER

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

1. Public Comments Regarding Closed Session
2. Conference with Real property Negotiator Pursuant to Government Code Section 54956.8 for Property Known as Vacant Land APN 417-110-018.
Agency Negotiator: City Manager Todd Parton or his Designee.
Negotiating Parties: City of Beaumont and V4B LLC. Under Negotiation: Price and Terms.
3. Conference with Legal Counsel Regarding Pending Litigation Pursuant to

Government Code Section 54956.9(d)(1) (One Case: Beaumont adv:
Urban Logic Riv Case No. 1707201)

4. Conference with Labor Negotiator - Pursuant to Government Code Section 54957.6 City Designated Representative City Manager Todd Parton or his Designee
 - SEIU

Adjourn to Closed Session

REGULAR SESSION

CALL TO ORDER

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

Report out from Closed Session:
Action on any Closed Session items:

Action on any requests for excused absence:
Pledge of Allegiance:
Approval/Adjustments to Agenda:
Conflict of Interest Disclosure:

ANNOUNCEMENTS/RECOGNITIONS/PROCLAMATIONS/CORRESPONDENCE

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 to the City Clerk. There is a three (3) minute time limit on public comments. There will be no sharing or passing of time to another person. State Law prohibits the Council from discussing or taking actions brought up by your comments.

CONSENT CALENDAR

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

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

- | | |
|--|---------|
| 1. Ratification of Warrants Dated April 4, 2019 | 9 - 34 |
| Item 1 | |
| 2. Ratification of Warrants Dated April 11, 2019 | 35 - 52 |
| Item 2 | |
| 3. Ratification of Warrants dated April 18, 2019 | 53 - 67 |
| Item 3 | |
| 4. Ratification of Warrants Dated April 25, 2019 | 69 - 87 |
| Item 4 | |
| 5. Approval of Minutes Dated April 16, 2019 | 89 - 96 |

[CC Minutes 04.16.19](#)

6. **Approval of Minutes Dated April 22, 2019** 97
[CC Minutes 04.22.19](#)
7. **Request of Rental Fee Waiver - Kiwanis Club of Beaumont** 99 - 103
[Item 7](#)
8. **Approval of Costs Greater than \$25,000 - Doublemap Inc.** 105 - 109
[Item 8](#)
9. **Letter of Enforcement for the Inland Empire Regional Broadband Consortium 2019 California Advanced Services Fund Regional Broadband Consortia Grant Application** 111 - 235
[Item 9](#)
10. **Bond Exoneration for Bond No. 41343392 - K. Hovnanian Homes** 237 - 288
[Item 10](#)
11. **Improvement Bond Acceptance for CJ Foods and Cash Deposit Acceptance for Lassen Development** 289 - 337
[Item 11](#)
12. **Waive the Full Reading and Adopt "An Ordinance of the City Council of the City of Beaumont, California, Amending Table 17.03-3 'Permitted Uses in Base Zone District' and Table 17.03-4 'Permitted Uses in Overlay Zone Districts' within Chapter 17, 'Zoning' of the Beaumont Municipal Code"** 339 - 344
[Item 12](#)
13. **February 2019 Financial Reports** 345 - 351
[Item 13](#)

PUBLIC HEARINGS

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

14. **Introduction of Ordinance to Amend Municipal Code Chapters 5.62 and 5.70** 353 - 370
Recommended Council Action(s):
1. Hold a public hearing; and
 2. Waive the full reading and approve the first introduction by title only, "An Ordinance of the City of Beaumont Amending Title 5, Chapter 5.62 of the City of Beaumont Municipal Code to Regulate the Personal, Medical, and Commercial Use of Marijuana; and Amending Title 5, Chapter 5.70, Regulating Marijuana Delivery."
- [Item 14](#)

ACTION ITEMS

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

15. **Hearing on Costs of Nuisance Abatement 552 N. California Avenue** 371 - 383

Recommended Council Action(s):

1. Waive the full reading and adopt by title only. "A Resolution of the City Council of the City of Beaumont Approving Staff's Report of Costs of Nuisance Abatement."

[Item 15](#)

- 16. Consideration of a Collection Services Agreement for the Provisions of Residential and Commercial Garbage, Recyclable Materials and Organic Waste Collection Services between the City of Beaumont, California and USA Waste of California, Inc. d.b.a Waste Management of the Inland Empire** 385 - 502

Recommended Council Action(s):

1. Staff recommends the City Council approve a Collection Services Agreement for the Provision of Residential and Commercial Garbage, Recyclable Materials and Organic Waste Collection Services between the City of Beaumont, California and USA Waste of California, Inc. d.b.a Waste Management of the Inland Empire.

[Item 16](#)

- 17. Award of Citywide Uniform Contract - Prudential Overall Supply in an Amount not to Exceed \$40,000 Per Year** 503 - 741

Recommended Council Action(s):

1. Approve a service agreement with Prudential Overall Supply with 3-year contract term; and
2. Authorization the City Manager to execute the agreement on behalf of the City.

[Item 17](#)

[Attachment A](#)

[Attachment B](#)

[Attachment C](#)

[Attachment D](#)

[Attachment E](#)

- 18. FY 2019/20 - 2021/22 Short Range Transit Plan - Table 4 Revision** 743 - 746

Recommended Council Action(s):

1. Direct staff on the prioritization of FY 2019-2020 Transit capital projects; and
2. Authorize staff to prepare and resubmit the updated Table 4 with the new prioritization and the revised request of \$500,000 for Phase 1 of the administrative, sleet maintenance, and operations facility capital project.

[Item 18](#)

- 19. Arborist Reports for Trees Located at the Beaumont Civic Center Campus, Stewart Park, and Portions of Beaumont Avenue.** 747 - 856

Recommended Council Action(s):

1. Authorize staff to award a contract to remove and prune the trees outlined in the arborist's reports, in accordance with the procurement procedures in the Beaumont Municipal Code.

[Item 19](#)

[Attachment A](#)

[Attachment B](#)

[Attachment C](#)

[Attachment D](#)

[Attachment E](#)

- 20. Award of Credit Card Processing Contract to CardConnect** 857 - 915
 Recommended Council Action(s):
 1. Approve award of contract for credit card processing to CardConnect.
 2. Authorize the City Manager to execute the CardConnect processing contract.
[Item 20](#)
- 21. Approval of the FY 2019/20 Local Responsibility Area Wildland Protection Reimbursement Agreement** 917 - 941
 Recommended Council Action(s):
 1. Waive the full reading and adopt by title only "A Resolution of the City Council of the City of Beaumont, California, approving an Agreement with the California Department of Forestry and Fire Protection services within the Local responsibility Areas within the City."
 2. Approve the FY 2019/20 agreement with CalFIRE for fire protection services within the Local Responsibility Areas within the City.
[Item 21](#)
- 22. Approve First Amendment to Professional Services Agreement with Minagar & Associates Inc., for a Total Not to Exceed \$200,000 Annually for Traffic Engineering Services** 943 - 957
 Recommended Council Action(s):
 1. Approve First Amendment to professional Services agreement with Minagar & Associates Inc., for a total not to exceed \$200,000 annually for traffic engineering services.
[Item 22](#)
- 23. Beaumont Municipal Pool Renovation Update** 959 - 967
 Recommended Council Action(s):
 1. Receive and file.
[Item 23](#)
- 24. 2018 General Plan Annual Progress Report** 969 - 998
 Recommended Council Action(s):
 1. Approve the 2018 General Plan Annual Progress Report and direct staff to submit the report to the Governor's Office of Planning and Research, and
 2. Waive the full reading and adopt by title only "A Resolution of the City Council of Beaumont to approve the 2018 General Plan Annual Progress Report."
[Item 24](#)
- 25. Receive and File the Potrero Bridge Project Summary and Construction Change Order Update** 999 - 1002
 Recommended Council Action(s):
 1. Receive and file the Potrero Bridge Project Summary and Construction Change Order Update.
[Item 25](#)
- 26. Wastewater Treatment Plant Expansion/Renovation and Brine Pipeline Installation Project Status** 1003 - 1031
 Recommended Council Action(s):

1. Receive and file the project updates.

[Item 26](#)

- 27. Approval of an Emergency Purchase of a Pump for the Marshall Creek Lift Station from Xylem Inc., in the Amount of \$63,110** 1033 - 1051

Recommended Council Action(s):

1. 1. Approve the emergency purchase of a Flygt 3300 series pump for the Marshall Creek Lift Station in the amount not to exceed \$63,110.

[Item 27](#)

[Attachment A](#)

[Attachment B](#)

[Attachment C](#)

[Attachment D](#)

- 28. Approval of Purchase Order for Quinn Company in an Amount Not to Exceed \$50,305.23 and Zero Budget Adjustment for the Wastewater Operating Fund** 1053 - 1061

Recommended Council Action(s):

1. Approve purchase order for Quinn Company for an amount not to exceed a total of \$50,305.23 for fiscal year 2018-2019.
2. Approve net zero budget adjustment to realign existing line items for fiscal year 2018-2019.

[Item 28](#)

- 29. Consideration of Owner Initiated Scope Changes to the Wastewater Treatment Plant Expansion and Renovation Project** 1063 - 1066

Recommended Council Action(s):

1. Consider potential scope changes and direct the staff/design team to move forward with obtaining contractor pricing for change order consideration.

[Item 29](#)

- 30. City Council Approval of Change Order No. 7 for the Wastewater Treatment Plant Upgrade/Expansion Project in the Amount of \$59,167.49** 1067 - 1138

Recommended Council Action(s):

1. Approval of Change Order No. 7 for the Wastewater Treatment Plant Upgrade/Expansion Project in the amount of \$59,167.49.

[Item 30](#)

- 31. Fiscal Year 2019-20 Draft General Fund Budget for Review** 1139 - 1146

Recommended Council Action(s):

1. Receive and file.

[Item 31](#)

- 32. Legislative Updates and Discussion** 1147 - 1164

[Item 32](#)

- 33. City Attorney Invoices for the Month of April 2019** 1165 - 1182

Recommended Council Action(s):

1. Approve invoices in the amount of \$151,516.73.

[Item 33](#)

COUNCIL REPORTS

- Carroll
- Lara
- Martinez
- Santos
- White

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out and City Council Direction

CITY TREASURER REPORT

Finance and Audit Committee Report Out and Council Direction

CITY CLERK REPORT

CITY ATTORNEY REPORT

34. Status of Pending Litigation Against the City of Beaumont

1183

[Item 34](#)

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

Adjournment of the City Council of the May 7, 2019 Meeting at ____ p.m.

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, May 21, 2019, at 5:00 p.m. or thereafter as noted on the posted Agenda for Closed Session items in the City Council Board Room No. 5, followed by the regular meeting at 6:00 p.m. or thereafter as noted on the posted Agenda at City Hall.

Beaumont City Hall – Online www.BeaumontCa.gov




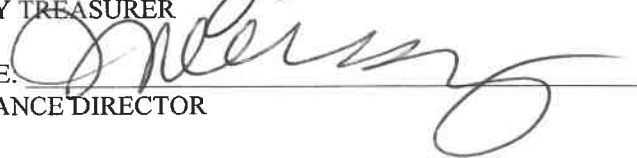
WARRANTS TO BE RATIFIED

Thursday, April 4, 2019

Printed Checks	101556	\$	1,000.00	Union Pacific Railroad
	101557-101611	\$	274,227.33	FY 18/19
EFT	144	\$	734.56	ICMA-RC
	145	\$	5,406.83	Pardee Homes
Bank Drafts	DFT0001210	\$	20,833.23	Guardian Life Insurance
	DFT0001211	\$	30,010.10	CalPers 742 Classic Unfunded Liability
	DFT0001212	\$	64,088.44	CalPers 743 Classic Unfunded Liability
	DFT0001213	\$	85.49	CalPers 25763 PEPRA Unfunded Liability
	DFT0001214	\$	172.77	CalPers 27308 PEPRA Unfunded Liability
	A/P Total	\$	396,558.75	
Voided EFT	136	\$	525,038.92	Waste Management, INC
Bank Drafts	EFT 143 - 3/28/2019	\$	834,978.66	WEKA, INC
	Affant	\$	548.00	Phone Service April 2019
	Authnet	\$	256.10	Monthly Credit Card Fees
		\$	17.95	Monthly Credit Card Fees

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2018 - JUNE 30, 2019

SIGNATURE: 
 TITLE: CITY TREASURER

SIGNATURE: 
 TITLE: FINANCE DIRECTOR



By Check Number

Vendor Number Payable #	Vendor Name Payable Type	Payment Date Payable Date	Payment Type Payable Description	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: APBNK-AP Bank 2465	UNION PACIFIC RAILROAD	03/28/2019	Regular	0.00	1,000.00	101556
<u>03048-17 CHECK</u>	Invoice	02/07/2019	SUPPLEMENTAL LICENSE AGREEMENT	0.00	1,000.00	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	1,000.00
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	0	0	0.00	0.00
	1	1	0.00	1,000.00

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	3/2019	1,000.00
			<u>1,000.00</u>



City of Beaumont, CA

Check Register

Packet: APPKT00938 - 20190328 JW WEKA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3394	WEKA INC	03/28/2019	EFT	0.00	834,978.66	143

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
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	1	1	0.00	834,978.66
	1	1	0.00	834,978.66

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	3/2019	834,978.66
			<u>834,978.66</u>



City of Beaumont, CA

Payment Reversal Register

APPKT00941 - 20190328 JM EFT VOID 136

Canceled Payables

Vendor Set: 01 - Vendor Set 01

Bank: APBNK - AP Bank

Vendor Number	Vendor Name				Total Vendor Amount
2530	WASTE MANAGEMENT, INC.				-525,038.92
Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
EFT	136	03/14/2019	03/14/2019	03/13/2019	-525,038.92
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
01/01/19-02/28/19	JAN 1 - FEB 28, 2019 PAYMENT	03/11/2019	03/13/2019	525,038.92	

Bank Code Summary

Bank Code	Canceled Payables	Payables Left To Pay Again	Total
APBNK	-525,038.92	0.00	-525,038.92
Report Total:	-525,038.92	0.00	-525,038.92

on Mar. 4/4 JPO



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[Manage Reports](#) [Billing and Payments](#) [Payroll Schedule](#) [Out-of-Class Validation](#) [Member Requests](#) [Retirement Appointment Reconciliation](#)

Name: City of Beaumont **CalPERS ID:** 4582960442

Payment Request Acceptance

Your request for payment has been accepted

[Print](#)

- **To generate the employer payment report, please click the print button.**
- If you need to contact us with questions regarding this payment, please have your Payment Confirmation Number for faster access.
- Your payment will reflect as paid in myCalPERS if your payroll has successfully posted. Once your payment is processed any credits will roll over to the same type of receivable in the next month, after your payroll has been processed.
- Your payment may take longer to post, depending upon your Financial Institution.

Payment Setup Total

Total Payment Amount: \$94,356.80

Payment Summary

Payment Confirmation Number	Payment Authorization Date	Receivable ID	Receivable Description	Payment Method	Payment Account Nickname	Selected Payment Amount
1001292503	04/02/2019	100000015597969	Employer Contributions - Unfunded Accrued Liability, PEPRA, 27308, CalPERS, 2018/2019	EFT - Debit	322271724	\$172.77
1001292504	04/02/2019	100000015597960	Employer Contributions - Unfunded Accrued Liability, PEPRA, 25763, CalPERS, 2018/2019	EFT - Debit	322271724	\$85.49
1001292505	04/02/2019	100000015597950	Employer Contributions - Unfunded Accrued Liability, Classic, 743, CalPERS, 2018/2019	EFT - Debit	322271724	\$64,088.44
1001292506	04/02/2019	100000015597935	Employer Contributions - Unfunded Accrued Liability, Classic, 742, CalPERS, 2018/2019	EFT - Debit	322271724	\$30,010.10

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Build: v7.9.0.a Baseline: 190311_090413_v7.9_Int:8370 **UID: 318**

3/11/19

Recent Account Activity

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Recent Account Activity March 29 2019 to April 02 2019

ACH Only for Checking Account: *****8965

Start-of-day available: 47,914,253.34

Current available: 47,663,201.02

Start-of-day ledger: 47,914,253.34 **Current ledger:** 47,663,201.02

▼ Date ▲	▼ Description ▲	▼ Credits ▲	▼ Debits ▲
03/29/19	WORLDPAY BNKCRD DEP032919LK845913 000498	9,867.50	
03/29/19	WORLDPAY BNKCRD DEP032919LK845912 327427	9,020.83	
03/29/19	WorldPay BNKCRD DEP032919LK845912 328428	3,268.66	
04/01/19	AFFANT COMMUNICA Affant Monthly Maintenance		-548.00
04/01/19	WORLDPAY BNKCRD DEP040119LK845913 000499	15,326.06	
04/01/19	WorldPay BNKCRD DEP040119LK845912 329429	8,017.35	
04/02/19	CITY OF BEAUMONT20190328 040219000001OFFSET		-834,978.66
04/02/19	CITY OF BEAUMONT20190328 040219000001OFFSET <i>on warrant 3/28</i>		-106,606.58
04/02/19	CITY OF BEAUMONT20190306 040219000001OFFSET <i>on warrant 3/6</i>		-9,313.01
04/02/19	AUTHNET GATEWAY BILLING 040219105849804		-256.10
04/02/19	AUTHNET GATEWAY BILLING 040219105976620		-17.95
04/02/19	WORLDPAY BNKCRD DEP040219LK845913 000501	21,709.70	
04/02/19	WORLDPAY BNKCRD DEP040219LK845913 000502	17,132.63	
04/02/19	WORLDPAY BNKCRD DEP040219LK845913 000500	14,891.72	
04/02/19	Token Transit PaTRANSFER 040219ST-R6S5E3E3A1M4	8.94	

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Recent Account Activity

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Recent Account Activity March 29 2019 to April 02 2019

Start-of-day available: 47,914,253.34

Current available: 47,663,201.02

Wires Only for Checking Account: *****8965

Start-of-day ledger: 47,914,253.34

Current ledger: 47,663,201.02

▼Date▲	▼Description▲	▼Credits▲	▼Debits▲
04/01/19	WIRE TO City of Beaumont - Construction Fu		-200,000.00
04/01/19	WIRE TO City of Beaumont - Payroll Account		-14,231.46

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Check Report

By Check Number

Date Range: 03/29/2019 - 04/03/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3229	ICMA - RC	04/03/2019	EFT	0.00	734.56	144
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>PD 3/29/19</u>	Invoice	04/03/2019	EMPLOYEE BENEFIT	0.00	734.56	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		734.56	
			CONTRACTUAL SERVICES			
2038	PARDEE HOMES	04/03/2019	EFT	0.00	5,406.83	145
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>BLDR2019-4425</u>	Invoice	04/03/2019	REFUND IMPACT FEES DOUBLE PERMIT IS	0.00	2,908.63	
	<u>554-0000-4915-0000</u>		GENERAL PLAN MITIGATI		50.00	
	<u>566-0000-4915-0000</u>		EMERGENCY PREPARED		729.63	
	<u>570-0000-2005-0000</u>		DUE TO WRCRCA (MSHCP		2,104.00	
	<u>700-0000-4752-0000</u>		SEWER PERMITS/APPL.FE		25.00	
<u>BLDR2019-4425-</u>	Invoice	04/03/2019	REFUND BLDG PERMIT FEES DOUBLE PER	0.00	2,416.60	
	<u>100-0000-2228-0000</u>		PERMITS - SMIP		29.47	
	<u>100-0000-2229-0000</u>		PERMITS-BUILDING STAN		10.00	
	<u>100-0000-4310-0000</u>		BUILDING PERMITS AND I		2,292.00	
	<u>100-0000-4330-0000</u>		BUILDING PLAN CHECK		85.13	
<u>BLDR2019-4425-</u>	Invoice	04/03/2019	REFUND OF LANDSCAPE FEES DOUBLE PE	0.00	81.60	
	<u>100-0000-4556-0000</u>		PLANNING DEPARTMENT		81.60	
			REFUND OF LANDSCAPE FEES D			
1527	FRANCISCO VELASQUEZ	04/01/2019	Regular	0.00	4,701.29	101557
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>4/1/19-CALPERS</u>	Invoice	04/01/2019	APRIL CALPERS	0.00	4,701.29	
	<u>100-0000-2130-0000-</u>		P.E.R.S. LIABILITY		4,701.29	
			APRIL CALPERS			
3576	ALAN SCHMUTZ	04/03/2019	Regular	0.00	245.00	101558
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>4/3/19</u>	Invoice	04/03/2019	DISPATCHER APPRECIATION DINNER	0.00	245.00	
	<u>100-2050-7035-0000</u>		LOCAL MEETINGS		245.00	
			DISPATCHER APPRECIACIÓN DIN			
1050	AMAZON CAPITAL SERVICES	04/03/2019	Regular	0.00	344.20	101559
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>13YQ-M336-3G4</u>	Invoice	04/03/2019	SPECIAL DEPT SUPPLIES	0.00	149.15	
	<u>100-6150-7070-0000</u>		SPECIAL DEPT SUPPLIES		149.15	
			SPECIAL DEPT SUPPLIES			
<u>1F1R-PMDN-CWJ</u>	Invoice	04/03/2019	OFFICE SUPPLIES	0.00	195.05	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		195.05	
			OFFICE SUPPLIES			
1080	ARAMARK	04/03/2019	Regular	0.00	24.14	101560
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1585927</u>	Invoice	04/03/2019	OFFICE SUPPLIES	0.00	24.14	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		24.14	
			OFFICE SUPPLIES			
1081	ARCCOP	04/03/2019	Regular	0.00	150.00	101561

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		
001	Invoice	04/03/2019	DUES AND SUBSCRIPTIONS	0.00	150.00	
	<u>100-2050-7030-0000</u>	DUES & SUBSCRIPTIONS	DUES AND SUBSCRIPTIONS		150.00	

1147	BEAUMONT CHERRY VALLEY WATER DIST.	04/03/2019	Regular	0.00	12,051.33	101562
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>4/22/19</u>	Invoice	04/03/2019	WATER UTILITIES	0.00	12,051.33	
	<u>100-3250-7010-0000</u>	UTILITIES	WATER UTILITIES		2,017.70	
	<u>100-3250-7010-007A</u>	UTILITIES (IA 7A)	WATER UTILITIES		259.98	
	<u>100-3250-7010-007B</u>	UTILITIES (IA 7B)	WATER UTILITIES		63.89	
	<u>100-3250-7010-008A</u>	UTILITIES (IA 8A)	WATER UTILITIES		25.86	
	<u>100-3250-7010-008B</u>	UTILITIES (IA 8B)	WATER UTILITIES		75.39	
	<u>100-3250-7010-010A</u>	UTILITIES (IA 10)	WATER UTILITIES		232.91	
	<u>100-3250-7010-012A</u>	UTILITIES (IA 12)	WATER UTILITIES		77.58	
	<u>100-3250-7010-014B</u>	UTILITIES (IA 14B)	WATER UTILITIES		546.81	
	<u>100-3250-7010-014X</u>	UTILITIES (IA 14)	WATER UTILITIES		709.96	
	<u>100-3250-7010-015X</u>	UTILITIES (IA 15)	WATER UTILITIES		139.46	
	<u>100-3250-7010-016X</u>	UTILITIES (IA 16)	WATER UTILITIES		1,047.33	
	<u>100-3250-7010-018X</u>	UTILITIES (IA 18)	WATER UTILITIES		75.39	
	<u>100-3250-7010-019A</u>	UTILITIES (IA 19A)	WATER UTILITIES		75.39	
	<u>100-3250-7010-019C</u>	UTILITIES (IA 19C)	WATER UTILITIES		78.73	
	<u>100-3250-7010-06A1</u>	UTILITIES (IA 6A1)	WATER UTILITIES		908.68	
	<u>100-6000-7010-6045</u>	UTILITIES - COMMUNITY	WATER UTILITIES		332.58	
	<u>100-6050-7010-0000</u>	UTILITIES	WATER UTILITIES		989.56	
	<u>100-6050-7010-003X</u>	UTILITIES IA 3	WATER UTILITIES		579.42	
	<u>100-6050-7010-007A</u>	UTILITIES IA 7A	WATER UTILITIES		63.89	
	<u>100-6050-7010-008A</u>	UTILITIES IA 8A (SUNDAN	WATER UTILITIES		496.21	
	<u>100-6050-7010-008C</u>	UTILITIES IA 8C	WATER UTILITIES		25.86	
	<u>100-6050-7010-008E</u>	UTILITIES IA 8E	WATER UTILITIES		75.39	
	<u>100-6050-7010-014A</u>	UTILITIES IA 14A (OAK VA	WATER UTILITIES		150.78	
	<u>100-6050-7010-014B</u>	UTILITIES IA 14B	WATER UTILITIES		255.91	
	<u>100-6050-7010-017A</u>	UTILITIES IA 17A (TOURN	WATER UTILITIES		150.78	
	<u>100-6050-7010-018X</u>	UTILITIES IA 18	WATER UTILITIES		25.86	
	<u>100-6050-7010-019C</u>	UTILITIES IA 19C	WATER UTILITIES		174.70	
	<u>100-6050-7010-020X</u>	UTILITIES IA 20	WATER UTILITIES		101.25	
	<u>100-6050-7010-06A1</u>	UTILITIES IA 6A1	WATER UTILITIES		154.42	
	<u>100-6050-7010-5050</u>	UTILITIES, PARK (DEFORG	WATER UTILITIES		50.31	
	<u>100-6050-7010-5200</u>	UTILITIES, PARK (PALMER)	WATER UTILITIES		12.35	
	<u>100-6050-7010-5250</u>	UTILITIES, PARK (RANGAL	WATER UTILITIES		48.37	
	<u>100-6050-7010-5400</u>	UTILITIES, PARK (SPORTS	WATER UTILITIES		615.69	
	<u>100-6050-7010-5450</u>	UTILITIES, PARK (STETSON	WATER UTILITIES		150.78	
	<u>100-6050-7010-5500</u>	UTILITIES, PARK (STEWAR	WATER UTILITIES		231.99	
	<u>100-6050-7010-5600</u>	UTILITIES, PARK (TREVINO	WATER UTILITIES		75.39	
	<u>100-6050-7010-5650</u>	UTILITIES, PARK (VETERA	WATER UTILITIES		12.35	
	<u>100-6050-7010-5700</u>	UTILITIES, PARK (WILD FL	WATER UTILITIES		110.31	
	<u>700-4050-7010-0000</u>	UTILITIES	WATER UTILITIES		815.27	
	<u>700-4050-7010-019C</u>	UTILITIES (IA 19C)	WATER UTILITIES		16.85	

1127	BEAUMONT DO IT BEST HOME CENTER	04/03/2019	Regular	0.00	389.23	101563
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>468186</u>	Credit Memo	04/03/2019	BUILDING SUPPLIES	0.00	-3.74	
	<u>100-2100-7085-0000</u>	BUILDING SUPPLIES/MAI	BUILDING SUPPLIES		-3.74	
<u>469479</u>	Invoice	04/03/2019	DEPARTMENT SUPPLIES - SEWER	0.00	32.63	
	<u>700-4050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES		32.63	
<u>469555</u>	Invoice	04/03/2019	DEPARTMENT SUPPLIES - SEWER	0.00	10.83	
	<u>700-4050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES		10.83	
<u>469769</u>	Invoice	04/03/2019	DEPARTMENT SUPPLIES - SEWER	0.00	56.70	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		56.70	
<u>469782</u>	Invoice	04/03/2019	DEPARTMENT SUPPLIES - SEWER	0.00	158.39	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		158.39	
<u>470099</u>	Invoice	04/03/2019	VEHICLE MAINTENANCE	0.00	134.42	
	<u>100-2100-7085-0000</u>		BUILDING SUPPLIES/MAI		134.42	
1140	BEAUMONT SAFE & LOCK	04/03/2019	Regular	0.00	91.91	101564
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>71331</u>	Invoice	04/03/2019	VEHICLE MAINTENANCE	0.00	91.91	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		91.91	
1161	BIO-TOX LABORATORIES	04/03/2019	Regular	0.00	92.00	101565
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>37389</u>	Invoice	04/03/2019	BioTox Blood Analysis	0.00	92.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		92.00	
1169	BPS TACTICAL INC	04/03/2019	Regular	0.00	587.24	101566
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>19010511</u>	Invoice	04/03/2019	UNIFORMS	0.00	587.24	
	<u>100-2050-7065-0000</u>		UNIFORMS		587.24	
3569	CALIFORNIA DEPARTMENT OF TAX AND FEE AD	04/03/2019	Regular	0.00	2,171.00	101567

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Number	Account Name	Item Description	Distribution Amount		
4/1/19-2018 USE	Invoice	04/03/2019	2018 USE TAX- ACCT# HC 052-061014	0.00	2,171.00	
<u>100-1050-7072-0000</u>			COMPUTER SUPPLIES/MA		66.19	
<u>100-1200-7025-0000</u>			OFFICE SUPPLIES		9.19	
<u>100-1200-7085-0000</u>			BUILDING SUPPLIES/MAI		2.96	
<u>100-1225-7025-0000</u>			OFFICE SUPPLIES		3.25	
<u>100-1230-7072-0000</u>			COMPUTER SUPPLIES/MA		29.35	
<u>100-1230-7072-6025</u>			COMPUTER SUPPLIES/MA		12.99	
<u>100-1230-7072-6028</u>			COMPUTER SUPPLIES/MA		16.97	
<u>100-1240-7025-0000</u>			OFFICE SUPPLIES		2.49	
<u>100-1240-7072-0000</u>			COMPUTER SUPPLIES/MA		30.68	
<u>100-1350-7025-0000</u>			OFFICE SUPPLIES		3.49	
<u>100-1350-7072-0000</u>			COMPUTER SUPPLIES/MA		15.01	
<u>100-1550-7025-0000</u>			OFFICE SUPPLIES		7.44	
<u>100-1550-7040-0000</u>			RECREATION PROGRAMS		22.46	
<u>100-1550-7070-0000</u>			SPECIAL DEPT SUPPLIES		5.76	
<u>100-2000-7070-0000</u>			SPECIAL DEPT SUPPLIES		7.67	
<u>100-2000-7070-0000</u>			SPECIAL DEPT SUPPLIES		25.98	
<u>100-2050-7025-0000</u>			OFFICE SUPPLIES		27.82	
<u>100-2050-7025-0000</u>			OFFICE SUPPLIES		77.02	
<u>100-2050-7070-0000</u>			SPECIAL DEPT SUPPLIES		209.75	
<u>100-2050-7070-0000</u>			SPECIAL DEPT SUPPLIES		7.08	
<u>100-2150-7072-0000</u>			COMPUTER SUPPLIES/MA		17.82	
<u>100-3100-7025-0000</u>			OFFICE SUPPLIES		10.54	
<u>100-3100-7070-0000</u>			SPECIAL DEPT SUPPLIES		7.89	
<u>100-3250-7070-0000</u>			SPECIAL DEPT SUPPLIES		696.09	
<u>100-6000-7070-6025</u>			SPEC DEPT EXP - CITY HAL		0.99	
<u>100-6000-7085-6025</u>			BLDG MAINT - CITY HALL		19.06	
<u>100-6000-7085-6026</u>			BLDG MAINT- CITY HALL B		19.06	
<u>100-6000-7085-6040</u>			BLDG MAINT - POLICE DE		0.93	
<u>100-6050-7070-0000</u>			SPECIAL DEPT SUPPLIES		20.43	
<u>100-6050-7070-0000</u>			SPECIAL DEPT SUPPLIES		6.00	
<u>100-6050-7070-008A</u>			SPEC DEPT EXP - IA 8A		9.52	
<u>100-6050-7070-5050</u>			SPEC DEPT EXP - DEFORG		117.90	
<u>100-6050-7070-5250</u>			SPEC DEPT EXP - RANGAL		12.17	
<u>100-6050-7070-5300</u>			SPEC DEPT EXP - SENECA		5.37	
<u>100-6050-7070-5600</u>			SPEC DEPT EXP - TREVINO		38.21	
<u>100-6050-7070-5999</u>			SPEC DEPT EXP - ALL PAR		4.68	
<u>100-6050-7070-5999</u>			SPEC DEPT EXP - ALL PAR		130.15	
<u>100-6150-7070-0000</u>			SPECIAL DEPT SUPPLIES		18.85	
<u>100-6150-7085-0000</u>			BUILDING SUPPLIES/MAI		3.46	
<u>500-0000-8030-0000</u>			INFRASTRUCTURE IMPRO		21.39	
<u>500-0000-8030-0000</u>			INFRASTRUCTURE IMPRO		123.39	
<u>700-4050-7070-0000</u>			SPECIAL DEPT SUPPLIES		266.10	
<u>750-7000-7025-0000</u>			OFFICE SUPPLIES		27.23	
<u>750-7200-7025-0000</u>			OFFICE SUPPLIES		6.19	
<u>750-7200-7070-0000</u>			SPECIAL DEPT SUPPLIES		4.03	

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 Number	Account Name	Item Description	Distribution Amount		
3390	CALPERS	04/03/2019	Regular	0.00	200.00	101568
<u>10000001562364</u>	Invoice	04/03/2019	CONTRACTUAL SERVICES	0.00	200.00	
<u>100-1200-7068-0000</u>			CONTRACTUAL SERVICES		200.00	

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 Number	Account Name	Item Description	Distribution Amount		
1238	CDW GOVERNMENT, INC.	04/03/2019	Regular	0.00	509.42	101569
<u>RKB3034</u>	Invoice	04/03/2019	COMPUTER SUPPLIES/MAINT	0.00	509.42	
<u>100-1230-7072-6025</u>			COMPUTER SUPPLIES/MA		509.42	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1279	CIGNA HEALTH CARE	04/03/2019	Regular	0.00	48,887.08	101570
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>2447175</u>	Invoice	04/03/2019	EMP INSURANCE	0.00	48,887.08	
	<u>100-1200-6020-0000</u>		HEALTH INSURANCE		2,286.86	
	<u>100-1225-6020-0000</u>		HEALTH INSURANCE		4,314.84	
	<u>100-1550-6020-0000</u>		HEALTH INSURANCE		1,725.94	
	<u>100-2000-6020-0000</u>		HEALTH INSURANCE		1,725.94	
	<u>100-2030-6020-0000</u>		HEALTH INSURANCE		1,423.90	
	<u>100-2050-6020-0000</u>		HEALTH INSURANCE		11,477.46	
	<u>100-2090-6020-0000</u>		HEALTH INSURANCE		4,012.78	
	<u>100-3250-6020-0000</u>		HEALTH INSURANCE		1,423.90	
	<u>100-6050-6020-0000</u>		HEALTH INSURANCE		8,888.56	
	<u>700-4050-6020-0000</u>		HEALTH INSURANCE		3,020.38	
	<u>750-7000-6020-0000</u>		HEALTH INSURANCE		2,847.80	
	<u>750-7100-6020-0000</u>		HEALTH INSURANCE		1,423.90	
	<u>750-7200-6020-0000</u>		HEALTH INSURANCE		2,588.90	
	<u>750-7300-6020-0000</u>		HEALTH INSURANCE		862.96	
	<u>750-7400-6020-0000</u>		HEALTH INSURANCE		862.96	
1353	CUSTOM TROPHIES	04/03/2019	Regular	0.00	40.41	101571
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>000045</u>	Invoice	04/03/2019	SPECIAL DEPT SUPPLIES	0.00	40.41	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		40.41	
1414	DIAMOND HILLS AUTO GROUP	04/03/2019	Regular	0.00	114.36	101572
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>648942</u>	Invoice	04/03/2019	VEHICLE MAINTENANCE	0.00	114.36	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		114.36	
1424	DIRECTV	04/03/2019	Regular	0.00	282.80	101573
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>3604233995</u>	Invoice	04/03/2019	TELEVISION UTILITY	0.00	173.81	
	<u>100-6000-7010-6045</u>		UTILITIES - COMMUNITY		173.81	
<u>36055933331</u>	Invoice	04/03/2019	TELEVISION UTILITY	0.00	108.99	
	<u>100-6000-7010-6040</u>		UTILITIES - POLICE DEPT		108.99	
1477	ENGINEERING RESOURCES OF SOUTHERN CALIF	04/03/2019	Regular	0.00	5,260.00	101574
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>51892</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	55.00	
	<u>100-3100-7067-0000</u>		INSPECTIONS		55.00	
<u>51893</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	165.00	
	<u>100-3100-7067-0000</u>		INSPECTIONS		165.00	
<u>51894</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	137.50	
	<u>100-3100-7067-0000</u>		INSPECTIONS		137.50	
<u>51895</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	247.50	
	<u>100-3100-7067-0000</u>		INSPECTIONS		247.50	
<u>51896</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	330.00	
	<u>100-3100-7067-0000</u>		INSPECTIONS		330.00	
<u>51897</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	275.00	
	<u>100-3100-7067-0000</u>		INSPECTIONS		275.00	
<u>51898</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	275.00	
	<u>100-3100-7067-0000</u>		INSPECTIONS		275.00	
<u>51899</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	880.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		880.00	
<u>51900</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	192.50	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		192.50	
<u>51901</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	110.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		110.00	
<u>51902</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	55.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		55.00	
<u>51903</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	55.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		55.00	
<u>51904</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	165.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		165.00	
<u>51905</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	687.50	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		687.50	
<u>51906</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	165.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		165.00	
<u>51907</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	357.50	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		357.50	
<u>51917</u>	Invoice	04/03/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	160.00	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK & O		160.00	
<u>51918</u>	Invoice	04/03/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	160.00	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK & O		160.00	
<u>51919</u>	Invoice	04/03/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	230.00	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK & O		230.00	
<u>51920</u>	Invoice	04/03/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	327.50	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK & O		327.50	
<u>51921</u>	Invoice	04/03/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	230.00	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK & O		230.00	
	Void	04/03/2019	Regular	0.00	0.00	101575
1501	FAIRVIEW FORD	04/03/2019	Regular	0.00	550.70	101576
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>564770</u>	Invoice	04/03/2019	VEHICLE MAINTENANCE	0.00	53.90	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		53.90	
<u>580265</u>	Invoice	04/03/2019	VEHICLE MAINTENANCE	0.00	496.80	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		496.80	
1509	FEDEX	04/03/2019	Regular	0.00	12.94	101577
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>6-490-52274</u>	Invoice	04/03/2019	OFFICE SUPPLIES	0.00	12.94	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		12.94	
1533	FRONTIER COMMUNICATIONS	04/03/2019	Regular	0.00	1,519.95	101578
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	04/03/2019	PHONE UTILITY	0.00	173.98	
	<u>100-1230-7015-6045</u>		TELEPHONE (COMM CTR)		173.98	
<u>951-769-5188-04</u>	Invoice	04/03/2019	PHONE UTILITY	0.00	402.19	
	<u>100-1230-7015-6045</u>		TELEPHONE (COMM CTR)		402.19	
<u>951-769-8520-01</u>	Invoice	04/03/2019	PHONE UTILITY	0.00	270.41	
	<u>100-1230-7015-6025</u>		TELEPHONE (CITY HALL)		270.41	
<u>951-769-8530-06</u>	Invoice	04/03/2019	PHONE UTILITY	0.00	261.30	
	<u>750-7000-7015-0000</u>		TELEPHONE		261.30	
<u>951-769-8534-04</u>	Invoice	04/03/2019	PHONE UTILITY	0.00	412.07	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>700-4050-7015-0000</u>	TELEPHONE	PHONE UTILITY		412.07	
1553	GALLS INC.	04/03/2019	Regular	0.00	238.17	101579
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>BC0798274</u>	Invoice	04/03/2019	UNIFORMS	0.00	238.17	
	<u>100-2050-7065-0000</u>	UNIFORMS	UNIFORMS		238.17	
3042	GOLDEN STAR TECHNOLOGY, INC	04/03/2019	Regular	0.00	21,098.34	101580
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>INV29676</u>	Invoice	04/03/2019	IT SERVICES	0.00	21,098.34	
	<u>100-1230-7068-0000</u>	CONTRACTUAL SERVICES	IT SERVICES		21,098.34	
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	04/03/2019	Regular	0.00	740.80	101581
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>31773</u>	Invoice	04/03/2019	Huntington Transcription Services	0.00	740.80	
	<u>100-2050-7068-0000</u>	CONTRACTUAL SERVICES	Huntington Transcription Serv		740.80	
1677	INTERNATIONAL CONFERENCE OF POLICE CHAI	04/03/2019	Regular	0.00	125.00	101582
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>53337</u>	Invoice	04/03/2019	DUES AND SUBSCRIPTIONS	0.00	125.00	
	<u>100-2050-7030-0000</u>	DUES & SUBSCRIPTIONS	DUES AND SUBSCRIPTIONS		125.00	
2527	JESUS CAMACHO	04/03/2019	Regular	0.00	60.00	101583
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>151121</u>	Invoice	04/03/2019	VEHICLE MAINTENANCE	0.00	60.00	
	<u>100-2150-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		60.00	
3573	JOY SIMMONS	04/03/2019	Regular	0.00	375.96	101584
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>07-070844-03</u>	Invoice	04/03/2019	REIMBURSE LARGE CREDIT ON ACCOUNT	0.00	375.96	
	<u>100-0000-1400-0000</u>	A/R - UTILITIES	REIMBURSE LARGE CREDIT ON		375.96	
1806	KONICA MINOLTA PREMIER FINANCE	04/03/2019	Regular	0.00	1,619.45	101585
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>380064147</u>	Invoice	04/03/2019	EQUIPMENT RENTAL	0.00	1,619.45	
	<u>100-1230-7075-0000</u>	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL		1,133.62	
	<u>700-4050-7075-0000</u>	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL		485.83	
3566	LAMAR COMPANIES	04/03/2019	Regular	0.00	2,200.00	101586
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>110043236</u>	Invoice	04/03/2019	ADVERTISING	0.00	2,200.00	
	<u>750-7600-7020-0000</u>	ADVERTISING	ADVERTISING		2,200.00	
1831	LAURA'S CUSTOM EMBROIDERY	04/03/2019	Regular	0.00	9.00	101587
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>2225</u>	Invoice	04/03/2019	UNIFORMS	0.00	9.00	
	<u>100-2050-7065-0000</u>	UNIFORMS	UNIFORMS		9.00	
1856	LEXISNEXIS RISK SOLUTIONS	04/03/2019	Regular	0.00	171.70	101588

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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>1535776-201902</u>	Invoice	04/03/2019	Lexis Nexis Subscription	0.00	171.70	
	<u>100-2050-7030-0000</u>	DUES & SUBSCRIPTIONS	Lexis Nexis Subscription		171.70	
1895	M BREY ELECTRIC INC	04/03/2019	Regular	0.00	8,825.75	101589
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>4745</u>	Invoice	04/03/2019	EQUIPMENT SUPPLIES	0.00	1,265.00	
	<u>700-4050-7090-0000</u>	EQUIPMENT SUPPLIES/M	EQUIPMENT SUPPLIES		1,265.00	
<u>4748</u>	Invoice	04/03/2019	EQUIPMENT SUPPLIES	0.00	468.75	
	<u>700-4050-7090-0000</u>	EQUIPMENT SUPPLIES/M	EQUIPMENT SUPPLIES		468.75	
<u>4864</u>	Invoice	04/03/2019	EQUIPMENT SUPPLIES	0.00	7,092.00	
	<u>700-4050-7090-005X</u>	EQUIPMETN SUPPLIES/M	EQUIPMENT SUPPLIES		7,092.00	
1984	NAPA AUTO PARTS	04/03/2019	Regular	0.00	461.59	101590
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>085004</u>	Invoice	04/03/2019	VEHICLE MAINTENANCE	0.00	239.13	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		239.13	
<u>085280</u>	Invoice	04/03/2019	VEHICLE MAINTENANCE	0.00	192.31	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		192.31	
<u>085350</u>	Invoice	04/03/2019	VEHICLE MAINTENANCE	0.00	30.15	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		30.15	
2007	NV5, INC	04/03/2019	Regular	0.00	42,021.85	101591
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>116583</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	630.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		630.00	
<u>116584</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	362.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		362.00	
<u>116585</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	871.25	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		871.25	
<u>116586</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	385.50	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		385.50	
<u>116587</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	162.75	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		162.75	
<u>116590</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	518.50	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		518.50	
<u>116591</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	712.50	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		712.50	
<u>116592</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	454.50	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		454.50	
<u>116593</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	225.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		225.00	
<u>116594</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	219.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		219.00	
<u>116595</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	390.75	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		390.75	
<u>116596</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	452.75	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		452.75	
<u>116598</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	517.75	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		517.75	
<u>116599</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	206.50	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		206.50	
<u>116600</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	183.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		183.00	
<u>116602</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	1,393.25	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		1,393.25	
<u>116603</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	274.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		274.00	
<u>116605</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	460.75	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		460.75	
<u>116607</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	363.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		363.00	
<u>116608</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	1,040.75	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		1,040.75	
<u>116609</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	562.50	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		562.50	
<u>116610</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	183.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		183.00	
<u>116612</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	1,646.25	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		1,646.25	
<u>116615</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	726.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		726.00	
<u>116617</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	1,053.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		1,053.00	
<u>117545</u>	Invoice	04/03/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	521.25	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK		521.25	
<u>117547</u>	Invoice	04/03/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	267.50	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK		267.50	
<u>117557</u>	Invoice	04/03/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	505.00	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK		505.00	
<u>117560</u>	Invoice	04/03/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	714.06	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK		714.06	
<u>117563</u>	Invoice	04/03/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,339.42	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK		1,339.42	
<u>117565</u>	Invoice	04/03/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	258.75	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK		258.75	
<u>117566</u>	Invoice	04/03/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	928.75	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK		928.75	
<u>117571</u>	Invoice	04/03/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	605.25	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK		605.25	
<u>117588</u>	Invoice	04/03/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,094.89	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK		1,094.89	
<u>117593</u>	Invoice	04/03/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	807.00	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK		807.00	
<u>117595</u>	Invoice	04/03/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	313.75	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK		313.75	
<u>117596</u>	Invoice	04/03/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	293.75	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK		293.75	
<u>117817</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	2,103.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		2,103.00	
<u>117820</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	1,619.25	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		1,619.25	
<u>117824</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	475.50	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		475.50	
<u>117827</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	3,952.75	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		3,952.75	
<u>117829</u>	Invoice	04/03/2019	INSPECTION SERVICES	0.00	4,233.25	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		4,233.25	
<u>117844</u>	Invoice	04/03/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,196.25	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK		1,196.25	
<u>117845</u>	Invoice	04/03/2019	MS4 AND NPDS COMPLIANCE SERVICES	0.00	5,729.40	
	<u>100-3100-7064-0000</u>	STORM WATER INSPECTI	MS4 AND NPDS COMPLIANCE S		5,729.40	
<u>119264</u>	Invoice	04/03/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,068.83	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK		1,068.83	
	Void	04/03/2019	Regular	0.00	0.00	101592
	Void	04/03/2019	Regular	0.00	0.00	101593
2009	O'REILLY AUTO PARTS	04/03/2019	Regular	0.00	207.89	101594
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2678-179007</u>	Invoice	04/03/2019	VEHICLE MAINTENANCE	0.00	207.89	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		207.89	
2039	PARKHOUSE TIRE, INC.	04/03/2019	Regular	0.00	823.07	101595
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2030173978</u>	Invoice	04/03/2019	VEHICLE MAINTENANCE	0.00	113.33	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		113.33	
<u>2030174862</u>	Invoice	04/03/2019	VEHICLE MAINTENANCE	0.00	428.19	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		428.19	
<u>2030174950</u>	Invoice	04/03/2019	VEHICLE MAINTENANCE	0.00	281.55	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		281.55	
3455	PRISTINE UNIFORMS, LLC	04/03/2019	Regular	0.00	1,126.86	101596
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>6951</u>	Invoice	04/03/2019	UNIFORMS	0.00	64.63	
	<u>100-2050-7065-0000</u>	UNIFORMS	UNIFORMS		64.63	
<u>7008</u>	Invoice	04/03/2019	UNIFORMS	0.00	1,062.23	
	<u>100-2050-7065-0000</u>	UNIFORMS	UNIFORMS		1,062.23	
2098	QUILL CORPORATON	04/03/2019	Regular	0.00	96.94	101597
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>5773187</u>	Invoice	04/03/2019	OFFICE SUPPLIES	0.00	96.94	
	<u>100-2050-7025-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES		96.94	
2126	REDLANDS FORD	04/03/2019	Regular	0.00	478.79	101598
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>5149012</u>	Credit Memo	04/03/2019	VEHICLE MAINTENANCE	0.00	-352.47	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-352.47	
<u>5149136</u>	Invoice	04/03/2019	VEHICLE MAINTENANCE	0.00	17.36	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		17.36	
<u>5149183</u>	Invoice	04/03/2019	VEHICLE MAINTENANCE	0.00	16.05	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		16.05	
<u>5149257</u>	Invoice	04/03/2019	VEHICLE MAINTENANCE	0.00	87.62	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		87.62	
<u>5149404</u>	Invoice	04/03/2019	VEHICLE MAINTENANCE	0.00	710.23	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		710.23	
2171	RIVERSIDE COUNTY SHERIFF DEPARTMENT	04/03/2019	Regular	0.00	250.00	101599
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
SH0000034843	Invoice	04/03/2019	DUES AND SUBSCRIPTIONS	0.00	250.00	
	100-2050-7030-0000		DUES & SUBSCRIPTIONS		250.00	
1113	RYAN M. WESTBROOK INC	04/03/2019	Regular	0.00	343.00	101600
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
654535	Invoice	04/03/2019	CONTRACTUAL SERVICES	0.00	313.00	
	100-2000-7068-0000		CONTRACTUAL SERVICES		313.00	
663955	Invoice	04/03/2019	CONTRACTUAL SERVICES	0.00	30.00	
	100-2000-7068-0000		CONTRACTUAL SERVICES		30.00	
3574	SEMPER SOLARIS	04/03/2019	Regular	0.00	134.09	101601
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
BLDR2018-4009	Invoice	04/03/2019	REFUND OF CONSTRUCTION FEE FOR PER	0.00	134.09	
	100-0000-4310-0000		BUILDING PERMITS AND I		134.09	
2311	SOUTHERN CALIFORNIA EDISON	04/03/2019	Regular	0.00	6,309.23	101602
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
4/3/19	Invoice	04/03/2019	ELECTRIC UTILITY	0.00	6,309.23	
	100-3250-7010-0000		UTILITIES		235.88	
	100-3250-7010-008A		UTILITIES (IA 8A)		26.01	
	100-3250-7010-014A		UTILITIES (IA 14A)		101.30	
	100-3250-7010-014X		UTILITIES (IA 14)		40.28	
	100-3250-7010-018X		UTILITIES (IA 18)		66.00	
	100-3250-7010-019C		UTILITIES (IA 19C)		12.94	
	100-3250-7010-06A1		UTILITIES (IA 6A1)		55.18	
	100-6050-7010-0000		UTILITIES		839.79	
	100-6050-7010-002X		UTILITIES IA 2		106.20	
	100-6050-7010-005X		UTILITIES IA 5		4,159.17	
	100-6050-7010-007A		UTILITIES IA 7A		17.00	
	100-6050-7010-008C		UTILITIES IA 8C		20.54	
	100-6050-7010-008E		UTILITIES IA 8E		15.75	
	100-6050-7010-014X		UTILITIES IA 14		19.16	
	100-6050-7010-06A1		UTILITIES IA 6A1		30.68	
	100-6050-7010-5400		UTILITIES, PARK (SPORTS		505.64	
	100-6050-7010-5500		UTILITIES, PARK (STEWAR		57.71	
2333	STANCIL CORPORATION	04/03/2019	Regular	0.00	20,016.11	101603
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
10097	Invoice	04/03/2019	Upgrade/Replacement of 911 Recording S	0.00	20,016.11	
	100-2050-7071-0000		SOFTWARE		20,016.11	
2401	THALES CONSULTING	04/03/2019	Regular	0.00	1,450.00	101604
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
1819	Invoice	04/03/2019	CONTRACTUAL SERVICES	0.00	1,450.00	
	100-1225-7068-0000		CONTRACTUAL SERVICES		1,450.00	
2430	TIME WARNER CABLE	04/03/2019	Regular	0.00	173.30	101605

Check Report

Date Range: 03/29/2019 - 04/03/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0013594031019	Invoice	04/03/2019	PHONE UTILITY	0.00	127.95	
	100-1230-7015-6040		TELEPHONE (POLICE DPT)		127.95	
0014188031019	Invoice	04/03/2019	TELEVISION UTILITY	0.00	45.35	
	100-2100-7010-0000		UTILITIES		45.35	
2873	TPX COMMUNICATIONS	04/03/2019	Regular	0.00	448.79	101606
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
114440788-0	Invoice	04/03/2019	PHONE UTILITY	0.00	448.79	
	100-1230-7015-6040		TELEPHONE (POLICE DPT)		448.79	
2457	TYLER WORKS - TECHNOLOGIES	04/03/2019	Regular	0.00	50.00	101607
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
025-253316	Invoice	04/03/2019	CONTRACTUAL SERVICES	0.00	50.00	
	100-1230-7068-0000		CONTRACTUAL SERVICES		50.00	
2484	VERIZON	04/03/2019	Regular	0.00	1,381.76	101608
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
9826820800	Invoice	04/03/2019	PD AIRCARDS	0.00	1,381.76	
	100-1230-7015-0000		TELEPHONE		1,381.76	
2490	VERIZON BUSINESS SERVICE	04/03/2019	Regular	0.00	1,458.01	101609
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
71077310	Invoice	04/03/2019	PHONE UTILITY	0.00	1,458.01	
	100-1230-7015-6040		TELEPHONE (POLICE DPT)		1,458.01	
2517	VOYAGER	04/03/2019	Regular	0.00	38,306.88	101610
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
869065003913	Invoice	04/03/2019	GAS CARDS	0.00	38,306.88	
	100-1550-7050-0000		FUEL		538.10	
	100-2000-7050-0000		FUEL		1,567.20	
	100-2030-7050-0000		FUEL		137.58	
	100-2050-7050-0000		FUEL		8,795.66	
	100-2100-7050-0000		FUEL		61.17	
	100-2150-7050-0000		FUEL		372.05	
	100-3250-7050-0000		FUEL		1,189.40	
	100-6050-7050-0000		FUEL		3,171.56	
	700-4050-7050-0000		FUEL		1,474.53	
	750-7000-7050-0000		FUEL		29.38	
	750-7100-7050-0000		FUEL		2,936.18	
	750-7200-7050-0000		FUEL		14,929.20	
	750-7300-7050-0000		FUEL		281.47	
	750-7400-7050-0000		FUEL		2,432.01	
	750-7600-7050-0000		FUEL		391.39	
3248	WEBB MUNICIPAL FINANCE, LLC	04/03/2019	Regular	0.00	45,000.00	101611
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
20190130	Invoice	04/03/2019	CFD FORMATION	0.00	25,000.00	
	250-0000-1139-0000		CFD FORMATION - PARDE		25,000.00	
20190131	Invoice	04/03/2019	CFD FORMATION	0.00	20,000.00	
	250-0000-1134-0000		TRUSTEE 2016-1		20,000.00	

Check Report

Date Range: 03/29/2019 - 04/03/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1599	GUARDIAN LIFE INSURANCE	04/02/2019	Bank Draft	0.00	20,833.23	DFT0001210
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>APRIL 2019</u>	Account Number		Account Name	Item Description	Distribution Amount	
	Invoice	04/02/2019	GUARDIAN APRIL 2019		0.00	20,833.23
	100-0000-2040-0000		GUARDIAN VOLUNTARY LI	GUARDIAN APRIL 2019		1,032.40
	100-1150-6021-0000		DENTAL INSURANCE	GUARDIAN APRIL 2019		156.40
	100-1150-6023-0000		DISABILITY	GUARDIAN APRIL 2019		48.65
	100-1150-6028-0000		LIFE INSURANCE	GUARDIAN APRIL 2019		7.00
	100-1200-6021-0000		DENTAL INSURANCE	GUARDIAN APRIL 2019		705.92
	100-1200-6023-0000		DISABILITY	GUARDIAN APRIL 2019		391.89
	100-1200-6027-0000		VISION CARE	GUARDIAN APRIL 2019		56.72
	100-1200-6028-0000		LIFE INSURANCE	GUARDIAN APRIL 2019		56.14
	100-1225-6021-0000		DENTAL INSURANCE	GUARDIAN APRIL 2019		48.46
	100-1225-6021-0000		DENTAL INSURANCE	GUARDIAN APRIL 2019		363.77
	100-1225-6023-0000		DISABILITY	GUARDIAN APRIL 2019		275.29
	100-1225-6027-0000		VISION CARE	GUARDIAN APRIL 2019		24.58
	100-1225-6028-0000		LIFE INSURANCE	GUARDIAN APRIL 2019		35.00
	100-1230-6021-0000		DENTAL INSURANCE	GUARDIAN APRIL 2019		156.40
	100-1230-6023-0000		DISABILITY	GUARDIAN APRIL 2019		68.74
	100-1230-6028-0000		LIFE INSURANCE	GUARDIAN APRIL 2019		7.00
	100-1240-6021-0000		DENTAL INSURANCE	GUARDIAN APRIL 2019		113.31
	100-1240-6023-0000		DISABILITY	GUARDIAN APRIL 2019		116.60
	100-1240-6028-0000		LIFE INSURANCE	GUARDIAN APRIL 2019		14.00
	100-1350-6021-0000		DENTAL INSURANCE	GUARDIAN APRIL 2019		156.40
	100-1350-6023-0000		DISABILITY	GUARDIAN APRIL 2019		59.78
	100-1350-6027-0000		VISION CARE	GUARDIAN APRIL 2019		24.58
	100-1350-6028-0000		LIFE INSURANCE	GUARDIAN APRIL 2019		7.00
	100-1550-6021-0000		DENTAL INSURANCE	GUARDIAN APRIL 2019		250.46
	100-1550-6023-0000		DISABILITY	GUARDIAN APRIL 2019		91.48
	100-1550-6027-0000		VISION CARE	GUARDIAN APRIL 2019		15.24
	100-1550-6028-0000		LIFE INSURANCE	GUARDIAN APRIL 2019		21.00
	100-2000-6023-0000		DISABILITY	GUARDIAN APRIL 2019		81.84
	100-2000-6028-0000		LIFE INSURANCE	GUARDIAN APRIL 2019		14.00
	100-2030-6021-0000		DENTAL INSURANCE	GUARDIAN APRIL 2019		17.31
	100-2030-6021-0000		DENTAL INSURANCE	GUARDIAN APRIL 2019		94.06
	100-2030-6023-0000		DISABILITY	GUARDIAN APRIL 2019		76.22
	100-2030-6027-0000		VISION CARE	GUARDIAN APRIL 2019		23.69
	100-2030-6028-0000		LIFE INSURANCE	GUARDIAN APRIL 2019		14.00
	100-2050-6021-0000		DENTAL INSURANCE	GUARDIAN APRIL 2019		371.54
	100-2050-6021-0000		DENTAL INSURANCE	GUARDIAN APRIL 2019		3,027.58
	100-2050-6023-0000		DISABILITY	GUARDIAN APRIL 2019		2,354.95
	100-2050-6027-0000		VISION CARE	GUARDIAN APRIL 2019		348.41
	100-2050-6028-0000		LIFE INSURANCE	GUARDIAN APRIL 2019		294.00
	100-2090-6021-0000		DENTAL INSURANCE	GUARDIAN APRIL 2019		1,041.11
	100-2090-6021-0000		DENTAL INSURANCE	GUARDIAN APRIL 2019		111.93
	100-2090-6023-0000		DISABILITY	GUARDIAN APRIL 2019		468.42
	100-2090-6027-0000		VISION CARE	GUARDIAN APRIL 2019		65.46
	100-2090-6028-0000		LIFE INSURANCE	GUARDIAN APRIL 2019		91.00
	100-2150-6021-0000		DENTAL INSURANCE	GUARDIAN APRIL 2019		96.92
	100-2150-6021-0000		DENTAL INSURANCE	GUARDIAN APRIL 2019		188.12
	100-2150-6023-0000		DISABILITY	GUARDIAN APRIL 2019		174.31
	100-2150-6027-0000		VISION CARE	GUARDIAN APRIL 2019		30.48
	100-2150-6028-0000		LIFE INSURANCE	GUARDIAN APRIL 2019		28.00
	100-3100-6021-0000		DENTAL INSURANCE	GUARDIAN APRIL 2019		48.46
	100-3100-6021-0000		DENTAL INSURANCE	GUARDIAN APRIL 2019		269.71
	100-3100-6023-0000		DISABILITY	GUARDIAN APRIL 2019		108.97
	100-3100-6027-0000		VISION CARE	GUARDIAN APRIL 2019		40.11
	100-3100-6028-0000		LIFE INSURANCE	GUARDIAN APRIL 2019		21.00
	100-3250-6021-0000		DENTAL INSURANCE	GUARDIAN APRIL 2019		48.46
	100-3250-6021-0000		DENTAL INSURANCE	GUARDIAN APRIL 2019		318.31
	100-3250-6023-0000		DISABILITY	GUARDIAN APRIL 2019		161.86

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-3250-6027-0000	VISION CARE	GUARDIAN APRIL 2019		40.11	
	100-3250-6028-0000	LIFE INSURANCE	GUARDIAN APRIL 2019		35.00	
	100-6050-6021-0000	DENTAL INSURANCE	GUARDIAN APRIL 2019		179.62	
	100-6050-6021-0000	DENTAL INSURANCE	GUARDIAN APRIL 2019		1,090.81	
	100-6050-6023-0000	DISABILITY	GUARDIAN APRIL 2019		648.45	
	100-6050-6027-0000	VISION CARE	GUARDIAN APRIL 2019		175.58	
	100-6050-6028-0000	LIFE INSURANCE	GUARDIAN APRIL 2019		140.00	
	700-4050-6021-0000	DENTAL INSURANCE	GUARDIAN APRIL 2019		96.92	
	700-4050-6021-0000	DENTAL INSURANCE	GUARDIAN APRIL 2019		490.32	
	700-4050-6023-0000	DISABILITY	GUARDIAN APRIL 2019		592.12	
	700-4050-6027-0000	VISION CARE	GUARDIAN APRIL 2019		66.06	
	700-4050-6028-0000	LIFE INSURANCE	GUARDIAN APRIL 2019		84.00	
	750-7000-6021-0000	DENTAL INSURANCE	GUARDIAN APRIL 2019		539.42	
	750-7000-6023-0000	DISABILITY	GUARDIAN APRIL 2019		156.03	
	750-7000-6027-0000	VISION CARE	GUARDIAN APRIL 2019		31.06	
	750-7000-6028-0000	LIFE INSURANCE	GUARDIAN APRIL 2019		28.00	
	750-7100-6021-0000	DENTAL INSURANCE	GUARDIAN APRIL 2019		250.46	
	750-7100-6023-0000	DISABILITY	GUARDIAN APRIL 2019		55.87	
	750-7100-6028-0000	LIFE INSURANCE	GUARDIAN APRIL 2019		14.00	
	750-7200-6021-0000	DENTAL INSURANCE	GUARDIAN APRIL 2019		557.40	
	750-7200-6021-0000	DENTAL INSURANCE	GUARDIAN APRIL 2019		34.62	
	750-7200-6023-0000	DISABILITY	GUARDIAN APRIL 2019		247.67	
	750-7200-6027-0000	VISION CARE	GUARDIAN APRIL 2019		62.62	
	750-7200-6028-0000	LIFE INSURANCE	GUARDIAN APRIL 2019		66.50	
	750-7300-6021-0000	DENTAL INSURANCE	GUARDIAN APRIL 2019		236.72	
	750-7300-6021-0000	DENTAL INSURANCE	GUARDIAN APRIL 2019		65.77	
	750-7300-6023-0000	DISABILITY	GUARDIAN APRIL 2019		175.48	
	750-7300-6027-0000	VISION CARE	GUARDIAN APRIL 2019		48.27	
	750-7300-6028-0000	LIFE INSURANCE	GUARDIAN APRIL 2019		35.00	
	750-7400-6021-0000	DENTAL INSURANCE	GUARDIAN APRIL 2019		48.60	
	750-7400-6023-0000	DISABILITY	GUARDIAN APRIL 2019		31.96	
	750-7400-6027-0000	VISION CARE	GUARDIAN APRIL 2019		15.24	
	750-7400-6028-0000	LIFE INSURANCE	GUARDIAN APRIL 2019		7.00	
	750-7600-6021-0000	DENTAL INSURANCE	GUARDIAN APRIL 2019		97.20	
	750-7600-6023-0000	DISABILITY	GUARDIAN APRIL 2019		40.91	
	750-7600-6028-0000	LIFE INSURANCE	GUARDIAN APRIL 2019		14.00	

2594	CAL PERS	04/03/2019	Bank Draft	0.00	30,010.10	DFT0001211
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
10000001559793	Invoice	04/03/2019	PERS UNFUND LIAB MARCH 2019 PLAN 7	0.00	30,010.10	
	100-0000-2130-0000		P.E.R.S. LIABILITY PERS UNFUND LIAB MARCH 201		30,010.10	

2594	CAL PERS	04/03/2019	Bank Draft	0.00	64,088.44	DFT0001212
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
10000001559795	Invoice	04/03/2019	PERS UNFUND LIAB MARCH 2019 PLAN 7	0.00	64,088.44	
	100-0000-2130-0000		P.E.R.S. LIABILITY PERS UNFUND LIAB MARCH 201		64,088.44	

2594	CAL PERS	04/03/2019	Bank Draft	0.00	85.49	DFT0001213
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
10000001559796	Invoice	04/03/2019	PERS UNFUND LIAB MARCH 2019 PLAN 2	0.00	85.49	
	100-0000-2130-0000		P.E.R.S. LIABILITY PERS UNFUND LIAB MARCH 201		85.49	

2594	CAL PERS	04/03/2019	Bank Draft	0.00	172.77	DFT0001214
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Check Report

Date Range: 03/29/2019 - 04/03/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10000001559796</u>	Invoice	04/03/2019	PERS UNFUND LIAB MARCH 2019 PLAN 2	0.00	172.77	
	<u>100-0000-2130-0000</u>	P.E.R.S. LIABILITY	PERS UNFUND LIAB MARCH 201		172.77	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	142	52	0.00	274,227.33
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	5	5	0.00	115,190.03
EFT's	4	2	0.00	6,141.39
	151	62	0.00	395,558.75

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	142	52	0.00	274,227.33
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	5	5	0.00	115,190.03
EFT's	4	2	0.00	6,141.39
	151	62	0.00	395,558.75

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	4/2019	395,558.75
			395,558.75



WARRANTS TO BE RATIFIED

Thursday, April 11, 2019

Printed Checks	101612-101714	\$	1,111,251.10	FY 18/19
EFT	146-150	\$	1,850,721.57	ICMA-RC, WRCOG, Construction
	A/P Total	\$	<u>2,961,972.67</u>	
Bank Drafts	MG Trust	\$	22,013.33	457 Paydate 3/29/19
		\$	3,097.67	401-A Paydate 3/29/19
		\$	973.62	FICA Paydate 3/29/19
	WorldPay	\$	5,744.20	Monthly Credit Card Fees
	Returned Utility Payments	\$	236.72	Unsuccessful funds
	CalPERS	\$	46,110.17	743 Classic 02/08/19-02/21/19
		\$	40,071.02	742 Classic 02/08/19-02/21/19
		\$	13,957.06	27308 PEPRA 02/08/19-02/21/19
		\$	4,424.15	25763 PEPRA 02/08/19-02/21/19

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2018 - JUNE 30, 2019

SIGNATURE: Bacon J. Lunetti
 TITLE: CITY TREASURER

SIGNATURE: [Signature]
 TITLE: FINANCE DIRECTOR



Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3503	CITIZENS BUSINESS BANK	04/11/2019	EFT	0.00	57,735.89	146
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>4</u>	Invoice	04/11/2019	W LYLES RETENTION ESCROW	0.00	57,735.89	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT		57,735.89	
			W LYLES RETENTION ESCROW			
3400	T.E. ROBERTS, INC	04/11/2019	EFT	0.00	417,774.37	147
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>3</u>	Invoice	04/11/2019	Brine Line Reach 2 - Contractor	0.00	417,774.37	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT		417,774.37	
			Brine Line Reach 2 - Contractor			
3396	W.M. LYLES CO.	04/11/2019	EFT	0.00	1,096,981.96	148
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>4</u>	Invoice	04/11/2019	WWTP SALT MITIGATION UPGRADE - CON	0.00	1,096,981.96	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT		1,096,981.96	
			WWTP SALT MITIGATION UPGR			
3394	WEKA INC	04/11/2019	EFT	0.00	67,939.25	149
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>4</u>	Invoice	04/11/2019	Brine Line Reach 1 - Contractor	0.00	67,939.25	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT		67,939.25	
			Brine Line Reach 1 - Contractor			
3101	WRCOG	04/11/2019	EFT	0.00	210,290.10	150
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>MARCH 2019</u>	Invoice	04/10/2019	TUMF FEES MARCH 2019	0.00	210,290.10	
	<u>570-0000-2010-0000</u>		DUE TO WRCOG (TUMF)		210,290.10	
			TUMF FEES MARCH 2019			
3197	ADRIAN GAUS ARCHITECTS	04/11/2019	Regular	0.00	2,880.00	101612
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>BEAU-02</u>	Invoice	04/10/2019	City Hall Addition & Space Planning	0.00	2,880.00	
	<u>100-3100-7068-0000</u>		CONTRACTUAL SERVICES		1,440.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		1,440.00	
			City Hall Addition & Space Plann			
1050	AMAZON CAPITAL SERVICES	04/11/2019	Regular	0.00	7,960.45	101613
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>111K-DDNC-PPPP</u>	Invoice	04/10/2019	COMPUTER SUPPLIES	0.00	187.49	
	<u>100-1230-7072-0000</u>		COMPUTER SUPPLIES/MA		187.49	
			COMPUTER SUPPLIES			
<u>16JN-1RVF-VF3H</u>	Invoice	04/10/2019	COMPUTER SUPPLIES	0.00	197.73	
	<u>100-1230-7072-0000</u>		COMPUTER SUPPLIES/MA		197.73	
			COMPUTER SUPPLIES			
<u>16JN-1RVF-WYG3</u>	Invoice	04/10/2019	COMPUTER SUPPLIES & MAINTENANCE	0.00	642.75	
	<u>100-1250-7072-0000</u>		COMPUTER SUPPLIES/MA		642.75	
			COMPUTER SUPPLIES & MAINTE			
<u>17C9-Q3G4-1LF</u>	Invoice	04/10/2019	DEPT SUPPLIES	0.00	394.04	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		394.04	
			DEPT SUPPLIES			
<u>19JY-VGT6-T9L5</u>	Invoice	04/10/2019	DEPT SUPPLIES	0.00	2,154.95	
	<u>100-3100-7070-0000</u>		SPECIAL DEPT SUPPLIES		1,077.48	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		1,077.47	
			DEPT SUPPLIES			
<u>19L7-1N9D-L1PP</u>	Invoice	04/10/2019	COMPUTER SUPPLIES	0.00	1,245.10	

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Date Range: 04/04/2019 - 04/11/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-1230-7072-0000</u>	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		1,245.10	
<u>1DQG-NGCY-TPR</u>	Invoice	04/10/2019	COMPUTER SUPPLIES	0.00	1,047.58	
	<u>100-1200-7072-0000</u>	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		209.52	
	<u>220-0000-7072-0000</u>	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		838.06	
<u>1DWH-NJW9-3K9</u>	Invoice	04/10/2019	COMPUTER SUPPLIES	0.00	60.24	
	<u>100-1230-7072-0000</u>	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		60.24	
<u>1G9Q-4QYC-DQY</u>	Invoice	04/10/2019	OFFICE SUPPLIES	0.00	28.80	
	<u>100-1200-7072-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES		28.80	
<u>1H4G-RTQF-YYPN</u>	Invoice	04/10/2019	COMPUTER SUPPLIES	0.00	238.15	
	<u>100-1230-7072-0000</u>	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		238.15	
<u>1HM1-6N4W-PW</u>	Invoice	04/10/2019	DEPT/OFFICE SUPPLIES	0.00	320.44	
	<u>700-4050-7072-0000</u>	OFFICE SUPPLIES	DEPT/OFFICE SUPPLIES		38.45	
	<u>700-4050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT/OFFICE SUPPLIES		281.99	
<u>1HXJ-WCTT-JNCR</u>	Invoice	04/10/2019	OFFICE SUPPLIES	0.00	196.49	
	<u>100-1230-7072-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES		196.49	
<u>1JKW-WMGF-Y17</u>	Invoice	04/10/2019	DEPT SUPPLIES	0.00	86.04	
	<u>100-6050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		17.72	
	<u>100-6050-7070-5999</u>	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		68.32	
<u>1K9F-7WKP-DQY</u>	Invoice	04/10/2019	COMPUTER SUPPLIES	0.00	118.40	
	<u>100-1230-7072-0000</u>	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		118.40	
<u>1Q3C-VKQR-YRT9</u>	Invoice	04/10/2019	COMPUTER SUPPLIES	0.00	134.67	
	<u>100-1230-7072-0000</u>	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		134.67	
<u>1VYG-KK4F-31H</u>	Invoice	04/10/2019	COMPUTER SUPPLIES	0.00	90.36	
	<u>100-6050-7072-0000</u>	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		90.36	
<u>1WKP-Y3JX-3DW</u>	Invoice	04/10/2019	DEPT SUPPLIES	0.00	817.22	
	<u>100-3100-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		408.61	
	<u>700-4050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		408.61	

	Void	04/11/2019	Regular	0.00	0.00	101614
1080	ARAMARK	04/11/2019	Regular	0.00	245.64	101615

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>1586731</u>	Invoice	04/10/2019	OFFICE SUPPLIES		245.64	
	<u>100-2050-7072-0000</u>		OFFICE SUPPLIES	OFFICE SUPPLIES	245.64	

1147	BEAUMONT CHERRY VALLEY WATER DIST.	04/11/2019	Regular	0.00	115.00	101616
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>046156-001 04/2</u>	Invoice	04/10/2019	WATER UTILITY	0.00	115.00	
	<u>700-4050-7010-0000</u>		UTILITIES	WATER UTILITY	115.00	

1127	BEAUMONT DO IT BEST HOME CENTER	04/11/2019	Regular	0.00	262.20	101617
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>469116</u>	Invoice	04/10/2019	VEHICLE MAINTENANCE	0.00	24.72	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	24.72	
<u>469482</u>	Invoice	04/10/2019	DEPT SUPPLIES	0.00	8.67	
	<u>100-6050-7070-5400</u>		SPEC DEPT EXP - SPORTS	DEPT SUPPLIES	8.67	
<u>469504</u>	Invoice	04/10/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	58.49	
	<u>100-6000-7085-6048</u>		BLDG MAINT - POOL	BUILDING SUPPLIES & MAINTEN	58.49	
<u>469515</u>	Invoice	04/10/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	51.55	
	<u>100-6000-7085-6060</u>		BLDG MAINT- 713 W 4TH	BUILDING SUPPLIES & MAINTEN	51.55	
<u>469517</u>	Invoice	04/10/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	16.47	
	<u>100-6000-7085-6060</u>		BLDG MAINT- 713 W 4TH	BUILDING SUPPLIES & MAINTEN	16.47	
<u>469537</u>	Invoice	04/10/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	4.35	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-6000-7085-6060</u>	BLDG MAINT- 713 W 4TH	BUILDING SUPPLIES & MAINTEN		4.35	
<u>469542</u>	Invoice	04/10/2019	DEPT SUPPLIES	0.00	3.47	
	<u>100-6050-7070-5400</u>	SPEC DEPT EXP - SPORTS	DEPT SUPPLIES		3.47	
<u>469986</u>	Invoice	04/10/2019	VEHICLE MAINTENANCE	0.00	50.71	
	<u>100-6050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		50.71	
<u>470108</u>	Invoice	04/10/2019	DEPARTMENT SUPPLIES - STREETS	0.00	19.24	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE		19.24	
<u>470118</u>	Invoice	04/10/2019	DEPARTMENT SUPPLIES - SEWER	0.00	13.89	
	<u>700-4050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES		13.89	
<u>470180</u>	Invoice	04/10/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	8.71	
	<u>500-0000-8030-0000</u>	INFRASTRUCTURE IMPRO	BUILDING SUPPLIES & MAINTEN		8.71	
<u>470337</u>	Invoice	04/10/2019	DEPARTMENT SUPPLIES - STREETS	0.00	1.93	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE		1.93	
1136	BEAUMONT POWER EQUIPMENT	04/11/2019	Regular	0.00	445.92	101618
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>491</u>	Invoice	04/10/2019	EQUIPMENT MAINTENANCE	0.00	385.60	
	<u>100-6050-7090-0000</u>	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		385.60	
<u>672</u>	Invoice	04/10/2019	DEPARTMENT SUPPLIES - STREETS	0.00	60.32	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE		60.32	
1140	BEAUMONT SAFE & LOCK	04/11/2019	Regular	0.00	197.43	101619
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>71172</u>	Invoice	04/10/2019	BUILDING MAINTENANCE	0.00	76.88	
	<u>100-6000-7085-5300</u>	BLDG MAINT - SENECA SP	BUILDING MAINTENANCE		64.00	
	<u>100-6000-7085-5300</u>	BLDG MAINT - SENECA SP	BUILDING MAINTENANCE		12.88	
<u>71550</u>	Invoice	04/10/2019	BUILDING MAINTENANCE	0.00	64.60	
	<u>100-6000-7085-5400</u>	BLDG MAINT - SPORTS PA	BUILDING MAINTENANCE		64.60	
<u>71553</u>	Invoice	04/10/2019	BUILDING MAINTENANCE	0.00	8.00	
	<u>100-6000-7085-5500</u>	BLDG MAINT - STEWART	BUILDING MAINTENANCE		8.00	
<u>71569</u>	Invoice	04/10/2019	DEPT SUPPLIES	0.00	38.79	
	<u>100-6050-7070-5400</u>	SPEC DEPT EXP - SPORTS	DEPT SUPPLIES		32.32	
	<u>100-6050-7070-5500</u>	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES		6.47	
<u>71576</u>	Invoice	04/10/2019	DEPT SUPPLIES	0.00	9.16	
	<u>100-6150-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		9.16	
1160	BIG TIME DESIGN	04/11/2019	Regular	0.00	280.15	101620
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>3058</u>	Invoice	04/10/2019	HATS FOR EMPLOYEE UNIFORM	0.00	280.15	
	<u>100-2050-7065-0000</u>	UNIFORMS	HATS FOR EMPLOYEE UNIFORM		280.15	
1179	BRIAN'S LIVE BEE REMOVAL SERVICE	04/11/2019	Regular	0.00	110.00	101621
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>321-317</u>	Invoice	04/10/2019	PROFESSIONAL SERVICES	0.00	110.00	
	<u>100-6050-7068-014B</u>	CONTRACT SVC - IA 14B	PROFESSIONAL SERVICES		110.00	
1181	BRITTANY RODRIGUEZ	04/11/2019	Regular	0.00	40.00	101622
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>RCT 892242</u>	Invoice	04/10/2019	DEPOSIT REFUND	0.00	40.00	
	<u>100-0000-4590-0000</u>	BUILDING RENTAL	DEPOSIT REFUND		40.00	
3577	BULLETPROOF SUSPENSION, INC	04/11/2019	Regular	0.00	1,261.00	101623

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>9258</u>	Invoice <u>100-2050-7037-0000</u>	04/10/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	1,261.00 1,261.00	
1210	CALIFORNIA STATE FIRE PROTECTION	04/11/2019	Regular	0.00	248.61	101624
<u>4550629</u>	Invoice <u>100-6000-7068-6045</u>	04/10/2019	PROFESSIONAL SERVICES CONTRACTUAL SVC- COM	0.00	127.51 127.51	
<u>4551165</u>	Invoice <u>100-6000-7069-5025</u>	04/10/2019	PROFESSIONAL SERVICES CONTRACTUAL SVC - CITY	0.00	121.10 121.10	
3578	CALIFORNIA WATER ENVIRONMENT ASSOCIATI	04/11/2019	Regular	0.00	188.00	101625
<u>000351600!</u>	Invoice <u>700-4050-7030-0000</u>	04/10/2019	CWEA ASSOCIATION MEMBERSHIP DUES & SUBSCRIPTIONS	0.00	188.00 188.00	
1238	CDW GOVERNMENT, INC.	04/11/2019	Regular	0.00	3,517.30	101626
<u>RPG3874</u>	Invoice <u>100-6050-7072-0000</u> <u>750-7300-7072-0000</u>	04/10/2019	COMPUTER SUPPLIES & MAINTENANCE COMPUTER SUPPLIES/MA COMPUTER SUPPLIES/MA	0.00	3,517.30 2,110.38 1,406.92	
1242	CED	04/11/2019	Regular	0.00	223.04	101627
<u>0954-469700</u>	Invoice <u>100-6000-7065-6025</u>	04/10/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - CITY HALL	0.00	106.67 106.67	
<u>0954-470243</u>	Invoice <u>100-3250-7070-0000</u>	04/11/2019	DEPARTMENT SUPPLIES - ELECTRICAL SPECIAL DEPT SUPPLIES	0.00	116.37 116.37	
1250	CHAMBERS GROUP, INC	04/11/2019	Regular	0.00	2,340.00	101628
<u>33071</u>	Invoice <u>100-1350-7068-0000</u>	04/10/2019	PP2018-0147 CONTRACTUAL SERVICES	0.00	2,340.00 2,340.00	
1251	CHAMPION ELECTRIC, INC	04/11/2019	Regular	0.00	250.00	101629
<u>7844</u>	Invoice <u>700-4050-7090-0000</u>	04/10/2019	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	250.00 250.00	
1258	CHERRY VALLEY NURSERY	04/11/2019	Regular	0.00	290.93	101630
<u>T1-0077230</u>	Invoice <u>100-6050-7070-014B</u>	04/10/2019	DEPT SUPPLIES SPEC DEPT EXP - IA 14B	0.00	96.98 96.98	
<u>T1-0077353</u>	Invoice <u>100-6050-7070-014B</u>	04/10/2019	DEPT SUPPLIES SPEC DEPT EXP - IA 14B	0.00	193.95 193.95	
1282	CINTAS CORPORATION #698	04/11/2019	Regular	0.00	1,191.99	101631
<u>4017964644</u>	Invoice <u>100-6050-7065-0000</u>	04/10/2019	UNIFORM MAINTENANCE UNIFORMS	0.00	343.86 343.86	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>4018359136</u>	Invoice 100-6050-7065-0000	04/10/2019	UNIFORM MAINTENANCE UNIFORMS	0.00	443.04	
<u>4018758500</u>	Invoice 100-6050-7065-0000	04/10/2019	UNIFORM MAINTENANCE UNIFORMS	0.00	405.09	
1285	CITY OF BANNING	04/11/2019	Regular	0.00	66.61	101632
Payable #	Payable Type Account Number	Post Date	Payable Description Account Name Item Description	Discount Amount	Payable Amount Distribution Amount	
<u>74105-54930 03/</u>	Invoice 100-3250-7010-0000	04/11/2019	SHARED TRAFFIC SIGNAL UTILITY @ HS W UTILITIES	0.00	66.61	
1287	CITY OF CALIMESA	04/11/2019	Regular	0.00	1,400.00	101633
Payable #	Payable Type Account Number	Post Date	Payable Description Account Name Item Description	Discount Amount	Payable Amount Distribution Amount	
<u>MARCH 2019</u>	Invoice 100-0000-2250-0000	04/10/2019	CALIMESA PERMIT FEES AGREEMENT DEVELOPMENT FEE - DUE	0.00	1,400.00	
1307	COLE VOCATIONAL	04/11/2019	Regular	0.00	744.00	101634
Payable #	Payable Type Account Number	Post Date	Payable Description Account Name Item Description	Discount Amount	Payable Amount Distribution Amount	
<u>033119</u>	Invoice 100-2050-7085-0000	04/10/2019	BUILDING SUPPLIES & MAINTENANCE BUILDING SUPPLIES/MAI	0.00	744.00	
3499	COLLEEN LANGSTON	04/11/2019	Regular	0.00	790.24	101635
Payable #	Payable Type Account Number	Post Date	Payable Description Account Name Item Description	Discount Amount	Payable Amount Distribution Amount	
<u>04-011324-02 CH</u>	Invoice 100-0000-1400-0000	04/10/2019	REIMBURSE CREDIT ON ACCOUNT A/R - UTILITIES	0.00	790.24	
1353	CUSTOM TROPHIES	04/11/2019	Regular	0.00	150.85	101636
Payable #	Payable Type Account Number	Post Date	Payable Description Account Name Item Description	Discount Amount	Payable Amount Distribution Amount	
<u>000114</u>	Invoice 100-1200-7070-0000	04/10/2019	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	150.85	
3217	DANCE SPECTRUM	04/11/2019	Regular	0.00	200.00	101637
Payable #	Payable Type Account Number	Post Date	Payable Description Account Name Item Description	Discount Amount	Payable Amount Distribution Amount	
<u>0010</u>	Invoice 100-1550-7040-0000	04/10/2019	MISS BEAUMONT PAGEANT RECREATION PROGRAMS	0.00	200.00	
1363	DANGELO CO.	04/11/2019	Regular	0.00	50.45	101638
Payable #	Payable Type Account Number	Post Date	Payable Description Account Name Item Description	Discount Amount	Payable Amount Distribution Amount	
<u>51354268.001</u>	Invoice 100-6050-7070-0000	04/10/2019	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	50.45	
1379	DC FROST ASSOCIATES, INC	04/11/2019	Regular	0.00	6,261.69	101639
Payable #	Payable Type Account Number	Post Date	Payable Description Account Name Item Description	Discount Amount	Payable Amount Distribution Amount	
<u>40351</u>	Invoice 700-4050-8040-0000	04/11/2019	WWTP EQUIPMENT EQUIPMENT	0.00	6,261.69	
1402	DEPARTMENT OF JUSTICE	04/11/2019	Regular	0.00	210.00	101640
Payable #	Payable Type Account Number	Post Date	Payable Description Account Name Item Description	Discount Amount	Payable Amount Distribution Amount	
<u>359712</u>	Invoice 100-2050-7068-0000	04/11/2019	Department of Justice - Blood Analysis CONTRACTUAL SERVICES	0.00	210.00	
3560	DOSSIER SYSTEMS INC	04/11/2019	Regular	0.00	7,936.00	101641

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		
43109	Invoice	04/11/2019	Fleet Maintenance Software & Solutions	0.00	7,936.00	
	<u>760-0000-8040-0000</u>	EQUIPMENT	Fleet Maintenance Software & S		7,936.00	
3579	ELKS LODGE	04/11/2019	Regular	0.00	115.00	101642
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
369712	Invoice	04/10/2019	2019 ANNUAL MEMBERSHIP DUES	0.00	115.00	
	<u>100-2050-7030-0000</u>	DUES & SUBSCRIPTIONS	2019 ANNUAL MEMBERSHIP DU		115.00	
3054	FALCON ENGINEERING SERVICES, INC	04/11/2019	Regular	0.00	117,521.16	101643
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2017-18	Invoice	04/11/2019	CONSTRUCTION MANAGEMENT SERVICES	0.00	117,521.16	
	<u>500-0000-7068-0000</u>	CONTRACTUAL SERVICE	CAPITAL COSTS		117,521.16	
1518	FLYERS ENERGY	04/11/2019	Regular	0.00	949.71	101644
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
CFS-1871450	Invoice	04/10/2019	FUEL CARDS	0.00	949.71	
	<u>750-7000-7050-0000</u>	FUEL	FUEL CARDS		0.66	
	<u>750-7100-7050-0000</u>	FUEL	FUEL CARDS		0.66	
	<u>750-7200-7050-0000</u>	FUEL	FUEL CARDS		908.05	
	<u>750-7300-7050-0000</u>	FUEL	FUEL CARDS		0.67	
	<u>750-7400-7050-0000</u>	FUEL	FUEL CARDS		39.67	
1522	FOX OCCUPATIONAL	04/11/2019	Regular	0.00	80.00	101645
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
104708	Invoice	04/10/2019	EMPLOYEE MEDICAL SERVICES	0.00	80.00	
	<u>750-7200-6019-0000</u>	FIRST AID	EMPLOYEE MEDICAL SERVICES		80.00	
1533	FRONTIER COMMUNICATIONS	04/11/2019	Regular	0.00	2,827.32	101646
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
209-042-1999-06	Invoice	04/10/2019	PHONE UTILITY	0.00	576.10	
	<u>100-1230-7015-6040</u>	TELEPHONE (POLICE DPT)	PHONE UTILITY		576.10	
323-156-8188-02	Invoice	04/10/2019	PHONE UTILITY	0.00	85.98	
	<u>100-1250-7015-6050</u>	TELEPHONE (4th ST YARD)	PHONE UTILITY		85.98	
951-769-8500-01	Invoice	04/10/2019	PHONE UTILITY	0.00	1,940.52	
	<u>100-1230-7015-6040</u>	TELEPHONE (POLICE DPT)	PHONE UTILITY		1,940.52	
951-769-8538-06	Invoice	04/10/2019	PHONE UTILITY	0.00	73.04	
	<u>100-1230-7015-6048</u>	TELEPHONE (POOL)	PHONE UTILITY		73.04	
951-769-8539-04	Invoice	04/10/2019	PHONE UTILITY	0.00	151.68	
	<u>100-1230-7015-6045</u>	TELEPHONE (COMM CTR)	PHONE UTILITY		151.68	
1550	G&G ENVIRONMENTAL COMPLIANCE, INC	04/11/2019	Regular	0.00	23,369.05	101647
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
BEAUMONT-0219	Invoice	04/11/2019	WASTEWATER REGULATORY PROGRAM	0.00	8,226.76	
	<u>700-4050-7068-0000</u>	CONTRACTUAL SERVICES	WASTEWATER REGULATORY PR		8,226.76	
BEAUMONT-0319	Invoice	04/11/2019	WASTEWATER REGULATORY PROGRAM	0.00	8,362.97	
	<u>700-4050-7068-0000</u>	CONTRACTUAL SERVICES	WASTEWATER REGULATORY PR		8,362.97	
BEAUMONT-119	Invoice	04/11/2019	WASTEWATER REGULATORY PROGRAM	0.00	6,779.32	
	<u>700-4050-7068-0000</u>	CONTRACTUAL SERVICES	WASTEWATER REGULATORY PR		6,779.32	
1554	GALLADE CHEMICAL, INC.	04/11/2019	Regular	0.00	1,104.44	101648

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		
1065037	Invoice	04/11/2019	CHEMICALS FOR WWTP	0.00	1,104.44	
	<u>700-4050-7070-0000</u>	SPECIAL DEPT SUPPLIES	CHEMICALS FOR WWTP		1,104.44	
3042	GOLDEN STAR TECHNOLOGY, INC	04/11/2019	Regular	0.00	24,105.00	101649
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV30754</u>	Invoice	04/11/2019	IT SERVICES	0.00	12,030.00	
	<u>100-1230-7068-0000</u>	CONTRACTUAL SERVICES	IT SERVICES		12,030.00	
<u>INV31991</u>	Invoice	04/11/2019	IT SERVICES	0.00	12,075.00	
	<u>100-1230-7068-0000</u>	CONTRACTUAL SERVICES	IT SERVICES		12,075.00	
1578	GORM, INC.	04/11/2019	Regular	0.00	629.05	101650
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>270569</u>	Invoice	04/10/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	629.05	
	<u>100-6000-7085-6040</u>	BLDG MAINT - POLICE DE	BUILDING SUPPLIES & MAINTEN		629.05	
3580	GUILLERMO DEL TORO	04/11/2019	Regular	0.00	40.00	101651
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>RCI 893909</u>	Invoice	04/10/2019	REIMBURSE TWO YEAR DOG LICENSE, PAI	0.00	40.00	
	<u>100-0000-4210-2000</u>	ANIMAL LICENSE - BEAU	REIMBURSE TWO YEAR DOG LIC		40.00	
3515	HD SUPPLY FACILITIES MAINTENANCE LTD	04/11/2019	Regular	0.00	952.48	101652
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>837670</u>	Invoice	04/11/2019	DEPARTMENT SUPPLIES - SEWER	0.00	193.90	
	<u>700-4050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE		193.90	
<u>841929</u>	Invoice	04/11/2019	DEPARTMENT SUPPLIES - SEWER	0.00	758.58	
	<u>700-4050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE		758.58	
3572	HECTOR ALVARADO	04/11/2019	Regular	0.00	920.00	101653
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1031</u>	Invoice	04/10/2019	VEHICLE MAINTENANCE	0.00	920.00	
	<u>750-7200-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		770.00	
	<u>750-7400-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		150.00	
1624	HIGH TECH IRRIGATION, INC.	04/11/2019	Regular	0.00	417.26	101654
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>578444</u>	Invoice	04/10/2019	DEPARTMENT SUPPLIES	0.00	417.26	
	<u>100-6050-7070-5999</u>	SPEC DEPT EXP - ALL PAR	DEPARTMENT SUPPLIES		417.26	
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	04/11/2019	Regular	0.00	1,672.26	101655
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>31834</u>	Invoice	04/11/2019	Huntington Transcription Services	0.00	1,672.26	
	<u>100-2050-7068-0000</u>	CONTRACTUAL SERVICES	Huntington Transcription Servic		1,672.26	
1679	INTERWEST CONSULTING GRP, INC.	04/11/2019	Regular	0.00	13,821.16	101656
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>48058</u>	Invoice	04/11/2019	GIS SERVICES FOR FY 18/19	0.00	3,352.50	
	<u>100-1230-7071-0000</u>	SOFTWARE	GIS SERVICES FOR FY 18/19		1,215.00	
	<u>100-3100-7068-0000</u>	CONTRACTUAL SERVICES	GIS SERVICES FOR FY 18/19		142.50	
	<u>220-0000-7068-0000</u>	CONTRACTUAL SERVICES	GIS SERVICES FOR FY 18/19		1,995.00	
<u>48231</u>	Invoice	04/10/2019	PLAN CHECK SERVICES	0.00	10,468.66	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-2150-7063-0000</u>	PLAN CHECK FEES	PLAN CHECK SERVICES		10,468.66	
3581	JAN BARANDON	04/11/2019	Regular	0.00	126.92	101657
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>07-070570-05</u>	Invoice	04/10/2019	REIMBURSE CREDIT ON ACCOUNT	0.00	126.92	
	<u>100-0000-1400-0000</u>	A/R - UTILITIES	REIMBURSE CREDIT ON ACCOU		126.92	
3582	JAY PATEL	04/11/2019	Regular	0.00	573.40	101658
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>07-002729-01</u>	Invoice	04/10/2019	REIMBURSE CREDIT ON ACCOUNT	0.00	573.40	
	<u>100-0000-1400-0000</u>	A/R - UTILITIES	REIMBURSE CREDIT ON ACCOU		573.40	
1705	JDL DESIGN	04/11/2019	Regular	0.00	11,958.00	101659
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>98-3217</u>	Invoice	04/11/2019	SCADA SERVICES	0.00	4,548.00	
	<u>700-4050-7068-0000</u>	CONTRACTUAL SERVICES	SCADA SERVICES		4,548.00	
<u>98-3225</u>	Invoice	04/11/2019	SCADA SERVICES	0.00	2,100.00	
	<u>700-4050-7068-0000</u>	CONTRACTUAL SERVICES	SCADA SERVICES		2,100.00	
<u>98-3273</u>	Invoice	04/11/2019	SCADA SERVICES	0.00	5,310.00	
	<u>700-4050-7068-0000</u>	CONTRACTUAL SERVICES	SCADA SERVICES		5,310.00	
3583	JOHN MONTEZ	04/11/2019	Regular	0.00	2,253.20	101660
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>05-002935-07</u>	Invoice	04/10/2019	REIMBURSE CREDIT ON ACCOUNT	0.00	2,253.20	
	<u>100-0000-1400-0000</u>	A/R - UTILITIES	REIMBURSE CREDIT ON ACCOU		2,253.20	
3247	KOA CORPORATION	04/11/2019	Regular	0.00	14,012.50	101661
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>JB74058X7</u>	Invoice	04/11/2019	California Grade Sep Engineering Design S	0.00	14,012.50	
	<u>500-0000-7068-0000</u>	CONTRACTUAL SERVICE	California Grade Sep Engineerin		14,012.50	
1805	KONICA MINOLTA BUSINESS SOLUTIONS	04/11/2019	Regular	0.00	1,313.93	101662
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>9005561344</u>	Invoice	04/10/2019	PRINTER SERVICES	0.00	1,224.02	
	<u>100-1230-7090-6025</u>	EQUIP SUPPLIES/MAINT (EQUIPMENT MAINTENANCE		594.36	
	<u>100-1230-7090-6040</u>	EQUIP SUPPLIES/MAINT (EQUIPMENT MAINTENANCE		273.67	
	<u>100-1230-7090-6045</u>	EQUIP SUPPLIES/MAINT (EQUIPMENT MAINTENANCE		161.72	
	<u>750-7000-7090-0000</u>	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		194.27	
<u>9005561533</u>	Invoice	04/10/2019	EQUIPMENT SUPPLIES & MAINTENANCE	0.00	89.91	
	<u>100-1230-7090-0000</u>	EQUIPMENT SUPPLIES/M	EQUIPMENT SUPPLIES & MAINT		35.96	
	<u>700-4050-7090-0000</u>	EQUIPMENT SUPPLIES/M	EQUIPMENT SUPPLIES & MAINT		53.95	
3584	KRISTEN STAWNICZY	04/11/2019	Regular	0.00	55.09	101663
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>04-011020-03</u>	Invoice	04/10/2019	REIMBURSE CREDIT ON FINALED ACCOUN	0.00	55.09	
	<u>100-0000-1400-0000</u>	A/R - UTILITIES	REIMBURSE CREDIT ON FINALE		55.09	
3271	KS STATEBANK	04/11/2019	Regular	0.00	11,830.77	101664

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		
JUNE 2019	Invoice	04/11/2019	VACTOR TRUCK & PATCH TRUCK	0.00	11,830.77	
	<u>100-3250-8060-0000</u>	VEHICLES	VACTOR TRUCK & PATCH TRUCK		3,194.31	
	<u>710-0000-8060-0000</u>	VEHICLES	VACTOR TRUCK & PATCH TRUCK		8,636.46	
1834	LAW ENFORCEMENT APPRECIATION COMMITT	04/11/2019	Regular	0.00	2,500.00	101665
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
04/18/19	Invoice	04/10/2019	LEAC AWARD SPONSOR	0.00	2,500.00	
	<u>100-2050-7030-0000</u>	DUES & SUBSCRIPTIONS	LEAC AWARD SPONSOR		2,500.00	
3379	LAW OFFICES BURKE, WILLIAMS & SORENSEN,	04/11/2019	Regular	0.00	12,512.00	101666
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
239194	Invoice	04/10/2019	LEGAL SERVICES	0.00	12,512.00	
	<u>120-9663-7300-0000</u>	CONTRACTUAL SERVICES	LEGAL SERVICES		12,512.00	
3585	LORA ROMAN	04/11/2019	Regular	0.00	80.00	101667
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
ACT 893574	Invoice	04/10/2019	CANCELLATION OF EVENT - REFUND OF ST	0.00	80.00	
	<u>100-0000-4590-0000</u>	BUILDING RENTAL	CANCELLATION OF EVENT - REF		80.00	
1895	M BREY ELECTRIC INC	04/11/2019	Regular	0.00	13,425.65	101668
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
4844	Invoice	04/10/2019	EQUIPMENT MAINTENANCE	0.00	705.65	
	<u>700-4050-7090-0000</u>	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		705.65	
4838	Invoice	04/11/2019	VFD Replacement for Upper Oak Lift Stati	0.00	11,163.00	
	<u>700-4050-8040-002X</u>	EQUIPMENT - IA 2	VFD Replacement for Upper Oa		11,163.00	
4893	Invoice	04/10/2019	EQUIPMENT MAINTENANCE	0.00	1,557.00	
	<u>700-4050-7090-003X</u>	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		1,557.00	
3586	MALCOLM J. MATTHEWS	04/11/2019	Regular	0.00	2,520.00	101669
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1-2019	Invoice	04/10/2019	PROFESSIONAL SERVICES	0.00	2,520.00	
	<u>100-6050-7068-5250</u>	CONTRACT SVC - RANGAL	PROFESSIONAL SERVICES		2,520.00	
2619	MIKE'S TREE SERVICE	04/11/2019	Regular	0.00	6,000.00	101670
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2875	Invoice	04/11/2019	Tree Service	0.00	6,000.00	
	<u>100-6050-7068-008a</u>	CONTRACT SVC - IA 8A	Tree Service		6,000.00	
3206	MURRIETA PARTNERSHIP	04/11/2019	Regular	0.00	500.00	101671
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
134	Invoice	04/10/2019	ADVERTISING	0.00	500.00	
	<u>100-1200-7020-0000</u>	ADVERTISING	ADVERTISING		500.00	
1984	NAPA AUTO PARTS	04/11/2019	Regular	0.00	491.53	101672
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
084061	Invoice	04/10/2019	VEHICLE MAINTENANCE	0.00	14.00	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		14.00	
084083	Invoice	04/10/2019	VEHICLE MAINTENANCE	0.00	39.85	
	<u>750-7400-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		39.85	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>084223</u>	Invoice <u>750-7300-7037-0000</u>	04/10/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	12.92	
<u>084607</u>	Invoice <u>750-7400-7037-0000</u>	04/10/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	139.37	
<u>084870</u>	Invoice <u>750-7300-7037-0000</u>	04/10/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	27.99	
<u>084903</u>	Invoice <u>750-7300-7037-0000</u>	04/10/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	12.92	
<u>084988</u>	Invoice <u>750-7200-7037-0000</u>	04/10/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	101.19	
<u>085011</u>	Invoice <u>750-7200-7037-0000</u>	04/10/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	4.50	
<u>085033</u>	Invoice <u>100-3250-7037-0000</u>	04/10/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	9.69	
<u>085144</u>	Invoice <u>750-7300-7037-0000</u>	04/10/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	3.22	
<u>085322</u>	Invoice <u>750-7300-7037-0000</u>	04/10/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	10.78	
<u>085369</u>	Invoice <u>100-6350-7090-0000</u>	04/10/2019	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M EQUIPMENT MAINTENANCE	0.00	115.10	
3100	ORTIZ ENTERPRISES INC	04/11/2019	Regular	0.00	522,051.60	101673
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>14</u>	Invoice <u>710-0000-8030-0000</u>	04/11/2019	PROFESSIONAL SERVICES ON BRINE LINE CAPITAL IMPROVEMENT PROFESSIONAL SERVICES ON BR	0.00	238,615.70	
<u>14-2</u>	Invoice <u>500-0000-8030-0000</u>	04/11/2019	SR-60 POTRERO BLVD INTERCHANGE PRO INFRASTRUCTURE IMPRO SR-60 POTRERO BLVD INTERCHA	0.00	282,725.30	
<u>14A</u>	Invoice <u>500-0000-8030-0000</u>	04/11/2019	1A PROJECT - POTRERO INFRASTRUCTURE IMPRO 1A PROJECT - POTRERO	0.00	710.60	
3587	PABLO RIVERA	04/11/2019	Regular	0.00	1,423.16	101674
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>06-011539-04</u>	Invoice <u>100-0000-1400-0000</u>	04/10/2019	REIMBURSE CREDIT ON ACCOUNT A/R - UTILITIES REIMBURSE CREDIT ON ACCOU	0.00	1,423.16	
2026	PACIFIC ALARM SERVICE	04/11/2019	Regular	0.00	1,134.43	101675
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>P 101141</u>	Invoice <u>220-0000-7072-0000</u>	04/10/2019	SECURITY SERVICES COMPUTER SUPPLIES/MA SECURITY SERVICES	0.00	815.93	
<u>R 146433</u>	Invoice <u>100-6000-7087-6025</u>	04/10/2019	SECURITY SERVICES SECURITY - CITY HALL SECURITY SERVICES	0.00	150.00	
<u>R 146436</u>	Invoice <u>750-7300-7087-0000</u>	04/10/2019	SECURITY SERVICES SECURITY SERVICES SECURITY SERVICES	0.00	58.50	
<u>R 146437</u>	Invoice <u>750-7000-7087-0000</u>	04/10/2019	SECURITY SERVICES SECURITY SERVICES SECURITY SERVICES	0.00	53.00	
<u>R 146439</u>	Invoice <u>700-4050-7087-0000</u>	04/10/2019	SECURITY SERVICES SECURITY SERVICES SECURITY SERVICES	0.00	57.00	
3204	PAPA	04/11/2019	Regular	0.00	45.00	101676

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>QAL 132982 03/2</u>	Invoice	04/10/2019	MEMBERSHIP FEES	0.00	45.00	
	<u>100-3250-7030-0000</u>		DUES & SUBSCRIPTIONS		45.00	
2039	PARKHOUSE TIRE, INC.	04/11/2019	Regular	0.00	785.51	101677
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>2030173981</u>	Invoice	04/10/2019	VEHICLE MAINTENANCE	0.00	785.51	
	<u>750-7200-7037-0000</u>		VEHICLE MAINTENANCE		785.51	
2051	PAYCHEX HUMAN RESOURCES SERVICES	04/11/2019	Regular	0.00	700.00	101678
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>9949708 04/04/1</u>	Invoice	04/10/2019	TIMECLOCK CHARGES	0.00	700.00	
	<u>100-1240-7068-0000</u>		CONTRACTUAL SERVICES		350.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		70.00	
	<u>750-7000-7068-0000</u>		CONTRACTUAL SERVICES		9.80	
	<u>750-7100-7068-0000</u>		CONTRACTUAL SERVICES		19.60	
	<u>750-7200-7068-0000</u>		CONTRACTUAL SERVICES		100.80	
	<u>750-7300-7068-0000</u>		CONTRACTUAL SERVICES		140.00	
	<u>750-7400-7068-0000</u>		CONTRACTUAL EXPENSES		9.80	
2064	PITNEY BOWES GLOBAL FINANCIAL SERVICES LI	04/11/2019	Regular	0.00	513.36	101679
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>3103038596</u>	Invoice	04/10/2019	EQUIPMENT LEASE	0.00	513.36	
	<u>100-1200-7075-0000</u>		EQUIPMENT LEASING/RE		513.36	
2072	POLYDYNE, INC.	04/11/2019	Regular	0.00	5,745.57	101680
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1332297</u>	Invoice	04/11/2019	CHEMICALS & SUPPLIES	0.00	5,745.57	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		5,745.57	
2098	QUILL CORPORATON	04/11/2019	Regular	0.00	600.60	101681
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>5977009</u>	Invoice	04/10/2019	OFFICE SUPPLIES	0.00	329.94	
	<u>100-1150-7025-0000</u>		OFFICE SUPPLIES		6.99	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		298.97	
	<u>100-1225-7025-0000</u>		OFFICE SUPPLIES		11.99	
	<u>100-3100-7025-0000</u>		OFFICE SUPPLIES		11.99	
<u>6161365</u>	Invoice	04/10/2019	OFFICE SUPPLIES	0.00	270.66	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		41.29	
	<u>100-1225-7025-0000</u>		OFFICE SUPPLIES		54.85	
	<u>100-3100-7025-0000</u>		OFFICE SUPPLIES		54.86	
	<u>700-4050-7025-0000</u>		OFFICE SUPPLIES		119.66	
3035	QUINN COMPANY	04/11/2019	Regular	0.00	100,662.70	101682
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>G1921001</u>	Invoice	04/11/2019	SKID STEER LOADER	0.00	100,662.70	
	<u>100-3250-8040-0000</u>		EQUIPMENT		50,331.35	
	<u>700-4050-8040-0000</u>		EQUIPMENT		50,331.35	
3514	RECYCLED AGGREGATE MATERIALS CO, INC	04/11/2019	Regular	0.00	1,768.00	101683

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			
326995	Invoice	04/10/2019	DEPT SUPPLIES	0.00	700.00	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		700.00	
327066	Invoice	04/10/2019	DEPT SUPPLIES	0.00	1,068.00	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		1,068.00	
2126	REDLANDS FORD	04/11/2019	Regular	0.00	109.96	101684
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
5149470	Invoice	04/10/2019	VEHICLE MAINTENANCE	0.00	112.57	
	750-7200-7037-0000		VEHICLE MAINTENANCE		112.57	
5149808	Invoice	04/10/2019	VEHICLE MAINTENANCE	0.00	9.50	
	100-6050-7037-0000		VEHICLE MAINTENANCE		9.50	
5151289	Credit Memo	04/10/2019	VEHICLE MAINTENANCE	0.00	-137.06	
	100-6050-7037-0000		VEHICLE MAINTENANCE		-137.06	
6203868/1	Invoice	04/10/2019	VEHICLE MAINTENANCE	0.00	124.95	
	100-2050-7037-0000		VEHICLE MAINTENANCE		124.95	
3421	REDLANDS-YUCAIPA RENTALS, INC.	04/11/2019	Regular	0.00	330.00	101685
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
339856	Invoice	04/10/2019	EQUIPMENT RENTAL	0.00	330.00	
	100-6050-7075-06A1		EQUIPMENT LEASING/RE		330.00	
2135	RESOURCE BUILDING MATERIALS	04/11/2019	Regular	0.00	123.90	101686
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
2569217	Invoice	04/10/2019	DEPT SUPPLIES	0.00	27.50	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		27.50	
2569330	Invoice	04/11/2019	DEPARTMENT SUPPLIES	0.00	96.40	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES		96.40	
2170	RIVERSIDE COUNTY SHERIFF DEPARTMENT	04/11/2019	Regular	0.00	553.00	101687
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
220-24270	Invoice	04/10/2019	SEARCH-ARREST WARRANT TRAINING 06/	0.00	135.00	
	100-2050-7066-0000		TRAVEL, EDUCATION, TRA		135.00	
BCTC0013113	Invoice	04/10/2019	EMPLOYEE TRAINING	0.00	418.00	
	100-2050-7066-0000		TRAVEL, EDUCATION, TRA		418.00	
2212	RS INSTRUMENTS & SERVICES	04/11/2019	Regular	0.00	838.00	101688
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
20063	Invoice	04/10/2019	EQUIPMENT MAINTENANCE	0.00	838.00	
	700-4050-7090-0000		EQUIPMENT SUPPLIES/M		838.00	
2235	SAN BERNARDINO COUNTY SHERIFF'S	04/11/2019	Regular	0.00	4,500.00	101689
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
RNG-18-043	Invoice	04/11/2019	Trimester UOF Training	0.00	4,500.00	
	100-2050-7066-0000		TRAVEL, EDUCATION, TRA		4,500.00	
3152	SC COMMERCIAL, LLC.	04/11/2019	Regular	0.00	2,575.41	101690
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
0628051-JN	Invoice	04/10/2019	FUEL EXPENSE	0.00	2,311.38	
	700-4050-7050-0000		FUEL		2,311.38	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>0632557-IN</u>	Invoice <u>700-4050-7050-0000</u>	04/10/2019	FUEL EXPENSE FUEL	0.00	264.03 264.03	
2267	SGP DESIGN AND PRINT	04/11/2019	Regular	0.00	112.36	101691
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>11111</u>	Invoice <u>100-1200-7070-0000</u>	04/10/2019	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	112.36 112.36	
2281	SHRED-IT	04/11/2019	Regular	0.00	222.71	101692
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>8126935988</u>	Invoice <u>100-1200-7068-0000</u>	04/10/2019	PROFESSIONAL SERVICES CONTRACTUAL SERVICES	0.00	222.71 222.71	
2289	SIMPLIFILE	04/11/2019	Regular	0.00	1,877.00	101693
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>AUG 2018</u>	Invoice <u>100-1200-7068-0000</u>	04/10/2019	PROFESSIONAL SERVICES/UNPAID FEES CONTRACTUAL SERVICES	0.00	99.00 99.00	
<u>CATWAQ-033120</u>	Invoice <u>100-0000-4566-0000</u> <u>100-1200-7068-0000</u> <u>100-3100-7068-0000</u>	04/10/2019	PROFESSIONAL SERVICES PUBLIC WORKS-PERMITS CONTRACTUAL SERVICES CONTRACTUAL SERVICES	0.00	553.00 111.00 307.00 135.00	
<u>DEC 2018</u>	Invoice <u>100-1200-7068-0000</u>	04/10/2019	PROFESSIONAL SERVICES/UNPAID FEES CONTRACTUAL SERVICES	0.00	376.00 376.00	
<u>JAN 2019</u>	Invoice <u>100-1200-7068-0000</u>	04/10/2019	PROFESSIONAL SERVICES/UNPAID FEES CONTRACTUAL SERVICES	0.00	99.00 99.00	
<u>MAY 2018</u>	Invoice <u>100-1200-7068-0000</u>	04/10/2019	PROFESSIONAL SERVICES/UNPAID FEES CONTRACTUAL SERVICES	0.00	750.00 750.00	
2291	SIOMARA GIROUX	04/11/2019	Regular	0.00	1,144.56	101694
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>03/25/19-03/29/</u>	Invoice <u>100-2090-7066-0000</u>	04/10/2019	TRAVEL REIMBURSEMENT TRAVEL, EDUCATION, TRA	0.00	1,144.56 1,144.56	
3588	STARLITE RECLAMATION ENVIRONMENTAL SEF	04/11/2019	Regular	0.00	588.80	101695
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>115250</u>	Invoice <u>700-4050-7068-0000</u>	04/10/2019	PROFESSIONAL SERVICES CONTRACTUAL SERVICES	0.00	588.80 588.80	
3144	SUNDOWN WINDOW TINTING	04/11/2019	Regular	0.00	800.00	101696
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>C66461</u>	Invoice <u>100-6000-7085-6022</u>	04/10/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT- CITY HALL B	0.00	800.00 800.00	
2395	TERMINIX COMMERCIAL	04/11/2019	Regular	0.00	125.00	101697
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>383943167</u>	Invoice <u>100-6000-7085-6025</u>	04/10/2019	BUILDING MAINTENANCE BLDG MAINT - CITY HALL	0.00	125.00 125.00	
3589	THAXTON VAN BELLE	04/11/2019	Regular	0.00	265.60	101698

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>03/07/19</u>	Invoice	04/10/2019	REIMBURSEMENT FOR DEPT SUPPLIES PU	0.00	265.60	
	<u>700-4050-7090-007A</u>	EQUIPMENT SUPPLIES/M	REIMBURSEMENT FOR DEPT SU		265.60	
2407	THE GAS COMPANY	04/11/2019	Regular	0.00	713.87	101699
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>05789544425 04/</u>	Invoice	04/10/2019	GAS UTILITY	0.00	713.87	
	<u>100-6000-7010-6045</u>	UTILITIES - COMMUNITY	GAS UTILITY		713.87	
3408	THE HOME DEPOT	04/11/2019	Regular	0.00	358.50	101700
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>BLDR2019-4309</u>	Invoice	04/10/2019	PERMIT CANCELLATION 1630 JON GILBER	0.00	358.50	
	<u>100-0000-4310-0000</u>	BUILDING PERMITS AND I	PERMIT CANCELLATION 1630 JO		358.50	
2435	TLMA ADMINISTRATION COUNTY OF RIV	04/11/2019	Regular	0.00	2,025.45	101701
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>TL0000014612</u>	Invoice	04/11/2019	TRAFFIC SIGNALS	0.00	2,025.45	
	<u>100-3250-7058-0000</u>	CONTRACTUAL SERVICES	TRAFFIC SIGNALS		2,025.45	
3265	TOWNSEND PUBLIC AFFAIRS, INC	04/11/2019	Regular	0.00	4,000.00	101702
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>14680</u>	Invoice	04/11/2019	STATE & FEDERAL LOBBYIST	0.00	4,000.00	
	<u>100-1200-7068-0000</u>	CONTRACTUAL SERVICES	STATE & FEDERAL LOBBYIST		4,000.00	
3590	TRACE MIRAMON	04/11/2019	Regular	0.00	124.80	101703
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>07-073264-02</u>	Invoice	04/10/2019	REIMBURSE CREDIT ON ACCOUNT	0.00	124.80	
	<u>100-0000-1400-0000</u>	A/R - UTILITIES	REIMBURSE CREDIT ON ACCOU		124.80	
2889	TRANSTECH ENGINEERS, INC	04/11/2019	Regular	0.00	8,523.06	101704
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>20191132</u>	Invoice	04/11/2019	PROFESSIONAL ENG SERVICES FOR POTRE	0.00	8,523.06	
	<u>500-0000-7068-0000</u>	CONTRACTUAL SERVICE	PROFESSIONAL ENG SERVICES F		8,523.06	
3040	TYLER BUSINESS FORMS	04/11/2019	Regular	0.00	8,762.50	101705
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>025-254605</u>	Invoice	04/10/2019	TYLER SOFTWARE	0.00	8,762.50	
	<u>100-1230-7071-0000</u>	SOFTWARE	TYLER SOFTWARE		8,762.50	
2461	UNDERGROUND SERVICE ALERT	04/11/2019	Regular	0.00	184.65	101706
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>18dsbfee1253</u>	Invoice	04/11/2019	DIG ALERT - SEWER	0.00	97.10	
	<u>700-4050-7068-0000</u>	CONTRACTUAL SERVICES	DIG ALERT - SEWER		97.10	
<u>320190044</u>	Invoice	04/11/2019	DIG ALERT - SEWER	0.00	87.55	
	<u>700-4050-7068-0000</u>	CONTRACTUAL SERVICES	DIG ALERT - SEWER		87.55	
2474	UTILITY PARTNERS	04/11/2019	Regular	0.00	7,680.00	101707

Check Report

Date Range: 04/04/2019 - 04/11/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0419	Invoice 700-4050-7068-0000	04/11/2019	MAINTENANCE - WWTP CONTRACTUAL SERVICES	0.00	7,680.00	
2484	VERIZON	04/11/2019	Regular	0.00	3,705.39	101708
470667098-0000	Invoice 100-1230-7015-0000	04/10/2019	PHONE UTILITY TELEPHONE	0.00	76.02	
9827008227	Invoice 100-1230-7015-0000 750-7000-7015-0000	04/10/2019	PHONE UTILITY TELEPHONE TELEPHONE	0.00	3,369.73 2,922.36 447.37	
9827008229	Invoice 100-1230-7015-0000	04/10/2019	PHONE UTILITIES TELEPHONE	0.00	152.04 152.04	
9827008231	Invoice 100-1230-7015-0000	04/10/2019	PHONE UTILITY TELEPHONE	0.00	107.60 107.60	
2516	VOHNE LICHE KENNELS INC	04/11/2019	Regular	0.00	125.00	101709
15595	Invoice 100-7080-7066-0000	04/10/2019	K9 TRAINING TRAVEL, EDUCATION, TRA	0.00	125.00 125.00	
2518	VULCAN MATERIALS	04/11/2019	Regular	0.00	636.52	101710
72131588	Invoice 100-3250-7070-0000	04/11/2019	ASPHALT - STREETS SPECIAL DEPT SUPPLIES	0.00	224.39 224.39	
72146853	Invoice 100-3250-7070-0000	04/11/2019	ASPHALT - STREETS SPECIAL DEPT SUPPLIES	0.00	412.13 412.13	
2530	WASTE MANAGEMENT, INC.	04/11/2019	Regular	0.00	1,619.98	101711
7942404-0149-5	Invoice 100-3250-7068-0000	04/10/2019	PROFESSIONAL SERVICES CONTRACTUAL SERVICES	0.00	1,619.98 1,619.98	
3422	WAXIE SANITARY SUPPLY	04/11/2019	Regular	0.00	72.77	101712
78143924	Invoice 750-7000-7085-0000	04/10/2019	BUILDING SUPPLIES & MAINTENANCE BUILDING SUPPLIES/MAI	0.00	72.77 72.77	
2540	WESTERN RIVERSIDE COUNTY REGIONAL CONS	04/11/2019	Regular	0.00	113,616.00	101713
MARCH 2019	Invoice 570-0000-2005-0000	04/10/2019	MSHCP FEES MARCH 2019 DUE TO WRCRCA (MSHCP	0.00	113,616.00 113,616.00	
3457	ZONAR SYSTEMS	04/11/2019	Regular	0.00	972.00	101714
S1395825	Invoice 760-0000-7068-0000	04/10/2019	PROFESSIONAL SERVICES CONTRACTUAL SERVICE	0.00	486.00 486.00	
S1401174	Invoice	04/10/2019	PROFESSIONAL SERVICES	0.00	486.00	

Check Report

Date Range: 04/04/2019 - 04/11/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>760-0000-7068-0000</u>	CONTRACTUAL SERVICE	PROFESSIONAL SERVICES		486.00	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	188	102	0.00	1,111,251.10
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	5	5	0.00	1,850,721.57
	193	108	0.00	2,961,972.67

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	188	102	0.00	1,111,251.10
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	5	5	0.00	1,850,721.57
	193	108	0.00	2,961,972.67

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	4/2019	2,961,972.67
			2,961,972.67





WARRANTS TO BE RATIFIED

Thursday, April 18, 2019

Printed Checks	101715-101793	\$	499,710.88	FY 18/19
EFT	151	\$	4,912.00	Houston & Harris PCS, INC
	152	\$	5,393.50	SBEMP
	A/P Total	<u>\$</u>	<u>510,016.38</u>	
Voided Check	101705	\$	8,762.50	Tyler Business Forms
Bank Drafts	CalPers	\$	45,740.27	743 Classic 3/8/19 - 3/21/19
		\$	41,066.60	742 Classic 3/8/19 - 3/21/19
		\$	14,245.70	27308 PEPRA 3/8/19 - 3/21/19
		\$	4,424.15	25763 PEPRA 3/8/19 - 3/21/19
	MG Trust	\$	22,692.38	457 PD 4/12/19
		\$	5,210.11	401a PD 4/12/19
		\$	1,195.16	FICA PD 4/12/19

HAS BEEN COMPILED AND PREPARED TO MEET
 ISCAL YEAR JULY 1, 2018 - JUNE 30, 2019

SIGNATURE: 
 TITLE: CITY TREASURER

SIGNATURE: 
 TITLE: FINANCE DIRECTOR



Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1637	HOUSTON & HARRIS PCS, INC	04/18/2019	EFT	0.00	4,912.00	151
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
19-21782	Invoice	04/17/2019	ANNUAL SEWER CLEANING/DEBRIS REMO	0.00	3,912.00	
	700-4050-7068-0000		CONTRACTUAL SERVICES		3,912.00	
19-21808	Invoice	04/17/2019	ANNUAL SEWER CLEANING/DEBRIS REMO	0.00	1,000.00	
	700-4050-7068-0000		CONTRACTUAL SERVICES		1,000.00	
2295	SLOVAK BARON EMPEY MURPHY & PINKNEY	04/18/2019	EFT	0.00	5,393.20	152
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
52322	Invoice	04/17/2019	LEGAL SERVICES	0.00	5,393.20	
	120-9663-7300-0000		CONTRACTUAL SERVICES		5,393.20	
1004	A-1 AUTO ELECTRIC	04/17/2019	Regular	0.00	790.01	101715
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
121272	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	412.59	
	750-7200-7037-0000		VEHICLE MAINTENANCE		412.59	
121458	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	377.42	
	750-7200-7037-0000		VEHICLE MAINTENANCE		377.42	
1014	ACE ALTERNATORS	04/17/2019	Regular	0.00	340.39	101716
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
110281	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	190.31	
	750-7200-7037-0000		VEHICLE MAINTENANCE		190.31	
110283	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	150.08	
	750-7200-7037-0000		VEHICLE MAINTENANCE		150.08	
1023	ADVANCED WORKPLACE STRATEGIES	04/17/2019	Regular	0.00	133.00	101717
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
399132	Invoice	04/17/2019	FIRST AID	0.00	66.00	
	100-1240-6019-0000		FIRST AID		66.00	
399386	Invoice	04/17/2019	FIRST AID	0.00	67.00	
	100-1240-6019-0000		FIRST AID		67.00	
1036	ALBERT A. WEBB ASSOCIATES	04/17/2019	Regular	0.00	88,761.32	101718
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
191250	Invoice	04/17/2019	Engineering Services During Const. - BRIN	0.00	17,795.25	
	710-0000-7068-0000		CONTRACTUAL SERVICE		17,795.25	
191251	Invoice	04/17/2019	Engineering Services During Construction	0.00	26,110.99	
	710-0000-7068-0000		CONTRACTUAL SERVICE		26,110.99	
191251-2	Invoice	04/17/2019	Engineering Services During Const. - BRIN	0.00	22,242.70	
	710-0000-7068-0000		CONTRACTUAL SERVICE		22,242.70	
20180273	Invoice	04/17/2019	Engineering Services During Construction	0.00	22,612.38	
	710-0000-7068-0000		CONTRACTUAL SERVICE		22,612.38	
1042	ALL PURPOSE RENTALS	04/17/2019	Regular	0.00	162.76	101719

Check Report

Date Range: 04/12/2019 - 04/18/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
37266	Invoice	04/17/2019	EQUIPMENT RENTALS - STREETS	0.00	90.60	
	100-3250-7050-0000	FUEL	PROPANE FUEL		90.60	
37280	Invoice	04/17/2019	EQUIPMENT RENTALS - STREETS	0.00	72.16	
	100-3250-7075-0000	EQUIPMENT LEASING/RE	EQUIPMENT RENTALS - STREETS		72.16	
1050	AMAZON CAPITAL SERVICES	04/17/2019	Regular	0.00	484.06	101720
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
17XJ-RPPH-CTK7	Invoice	04/17/2019	RECREATION PROGRAMS	0.00	68.10	
	100-1550-7040-0000	RECREATION PROGRAMS	RECREATION PROGRAMS		68.10	
1D4H-7XV9-3XKX	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	99.79	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		99.79	
1DTG-NJRF-CR9H	Invoice	04/17/2019	OFFICE SUPPLIES	0.00	138.96	
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		138.96	
1JTJ-WLGY-H6WP	Invoice	04/17/2019	EQUIPMENT SUPPLIES/MAINT	0.00	73.47	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT SUPPLIES/MAINT		73.47	
1P74-Y3M1-9DRJ	Invoice	04/17/2019	OFFICE SUPPLIES	0.00	2.72	
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		2.72	
1PF9-VRY7-GFRC	Invoice	04/17/2019	RECREATION PROGRAMS	0.00	11.39	
	100-1550-7040-0000	RECREATION PROGRAMS	RECREATION PROGRAMS		11.39	
1VHX-CX9Y-1MJ6	Invoice	04/17/2019	SPECIAL DEPT SUPPLIES	0.00	89.63	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	SPECIAL DEPT SUPPLIES		89.63	
1053	AMERICAN FORENSIC NURSES	04/17/2019	Regular	0.00	196.00	101721
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
71909	Invoice	04/17/2019	American Forensic Nurses - Blood Analy	0.00	100.00	
	100-2050-7068-0000	CONTRACTUAL SERVICES	American Forensic Nurses - Bloo		100.00	
71952	Invoice	04/17/2019	American Forensic Nurses - Blood Analy	0.00	96.00	
	100-2050-7068-0000	CONTRACTUAL SERVICES	American Forensic Nurses - Bloo		96.00	
3592	ANNE CRAYCROFT	04/17/2019	Regular	0.00	418.83	101722
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
04-016754-05	Invoice	04/17/2019	REIMBURSE LARGE CREDIT ON ACCOUNT	0.00	418.83	
	100-0000-1400-0000	A/R - UTILITIES	REIMBURSE LARGE CREDIT ON		418.83	
1080	ARAMARK	04/17/2019	Regular	0.00	185.36	101723
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6875449	Invoice	04/17/2019	OFFICE SUPPLIES	0.00	185.36	
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		185.36	
1100	AUTOZONE	04/17/2019	Regular	0.00	242.22	101724
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2882855378	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	93.73	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		93.73	
2882860059	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	4.73	
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		4.73	
2882866773	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	33.39	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		33.39	
2882869105	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	106.66	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		106.66	
2882869271	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	3.71	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		3.71	
1005	A-Z BUS SALES, INC.	04/17/2019	Regular	0.00	218.83	101725
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
01P674788	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	173.66	
	750-7200-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		173.66	
01P675322	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	45.17	
	750-7200-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		45.17	
1127	BEAUMONT DO IT BEST HOME CENTER	04/17/2019	Regular	0.00	173.62	101726
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
469559	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	11.63	
	750-7400-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		11.63	
469682	Invoice	04/17/2019	DEPARTMENT SUPPLIES - STREETS	0.00	1.94	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE		1.94	
469815	Invoice	04/17/2019	DEPARTMENT SUPPLIES - STREETS	0.00	16.96	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE		16.96	
469828	Invoice	04/17/2019	DEPARTMENT SUPPLIES - STREETS	0.00	6.10	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE		6.10	
470426	Invoice	04/17/2019	DEPARTMENT SUPPLIES - STREETS	0.00	8.39	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE		8.39	
470483	Invoice	04/17/2019	BUILDING SUPPLIES/MAINT	0.00	22.05	
	100-6050-7085-0000	BUILDING SUPPLIES/MAI	BUILDING SUPPLIES/MAINT		22.05	
470629	Invoice	04/17/2019	DEPARTMENT SUPPLIES - STREETS	0.00	24.50	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE		24.50	
470638	Invoice	04/17/2019	BUILDING SUPPLIES/MAINT	0.00	3.19	
	100-6000-7085-6032	BLDG MAINT- CITY HALL B	BUILDING SUPPLIES/MAINT		3.19	
470654	Invoice	04/17/2019	EQUIPMENT SUPPLIES/MAINT	0.00	44.30	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	LEGAL SERVICES		44.30	
470713	Invoice	04/17/2019	EQUIPMENT SUPPLIES/MAINT	0.00	6.29	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT SUPPLIES/MAINT		6.29	
470715	Invoice	04/17/2019	SPECIAL DEPT SUPPLIES	0.00	3.58	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	SPECIAL DEPT SUPPLIES		3.58	
470737	Invoice	04/17/2019	OFFICE SUPPLIES	0.00	16.46	
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		16.46	
470763	Invoice	04/17/2019	SPECIAL DEPARTMENT SUPPLIES	0.00	8.23	
	100-6050-7070-5400	SPEC DEPT EXP - SPORTS	SPECIAL DEPARTMENT SUPPLIES		8.23	
1155	BEST BUY	04/17/2019	Regular	0.00	2,235.09	101727
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
04/17/19	Invoice	04/17/2019	COMPUTER SUPPLIES/MAINT	0.00	2,235.09	
	220-0000-7072-0000	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES/MAINT		2,235.09	
1159	BIG TEX TRAILERS	04/17/2019	Regular	0.00	255.32	101728
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
40584183	Invoice	04/17/2019	EQUIPMENT SUPPLIES/MAINT	0.00	75.41	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT SUPPLIES/MAINT		75.41	
40584805	Invoice	04/17/2019	EQUIPMENT SUPPLIES/MAINT	0.00	179.91	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT SUPPLIES/MAINT		179.91	
1160	BIG TIME DESIGN	04/17/2019	Regular	0.00	465.48	101729

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3092	Invoice	04/17/2019	UNIFORMS	0.00	465.48	
	100-1050-7065-0000		UNIFORMS		178.86	
	100-1200-7065-0000		UNIFORMS		34.49	
	700-4050-7065-0000		UNIFORMS		90.51	
	750-7000-7065-0000		UNIFORMS		161.62	
1197	CALIFORNIA BUILDING STANDARDS	04/17/2019	Regular	0.00	1,960.29	101730
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
4/10/19	Invoice	04/17/2019	BUILDING STANDARDS FEE	0.00	1,960.29	
	100-0000-2229-0000		PERMITS-BUILDING STAN		1,960.29	
1242	CED	04/17/2019	Regular	0.00	357.51	101731
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0954-469707	Invoice	04/17/2019	BUILDING SUPPLIES/MAINT	0.00	85.98	
	100-6000-7085-6025		BLDG MAINT - CITY HALL		85.98	
0954-470258	Invoice	04/17/2019	BUILDING SUPPLIES/MAINT	0.00	271.53	
	100-6000-7085-6025		BLDG MAINT - CITY HALL		271.53	
3195	CHERRY FESTIVAL ASSOCIATION	04/17/2019	Regular	0.00	100,000.00	101732
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5-30-2019	Invoice	04/17/2019	CHERRY FESTIVAL	0.00	100,000.00	
	100-1200-7900-0000		CONTINGENCY		30,000.00	
	100-1550-7040-0000		RECREATION PROGRAMS		70,000.00	
1282	CINTAS CORPORATION #698	04/17/2019	Regular	0.00	1,472.73	101733
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
4016462416	Invoice	04/17/2019	UNIFORMS	0.00	354.01	
	100-6050-7065-0000		UNIFORMS		354.01	
4019170648	Invoice	04/17/2019	UNIFORMS	0.00	343.86	
	100-6050-7065-0000		UNIFORMS		343.86	
4019622620	Invoice	04/17/2019	UNIFORMS	0.00	412.48	
	100-6050-7065-0000		UNIFORMS		412.48	
698451152	Invoice	04/17/2019	UNIFORMS	0.00	362.38	
	100-6050-7065-0000		UNIFORMS		362.38	
1296	CLARK'S TOWING	04/17/2019	Regular	0.00	550.00	101734
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
52800	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	300.00	
	750-7200-7037-0000		VEHICLE MAINTENANCE		300.00	
52804	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	250.00	
	750-7200-7037-0000		VEHICLE MAINTENANCE		250.00	
1342	CR&R INC.	04/17/2019	Regular	0.00	8,718.60	101735
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0001960	Invoice	04/17/2019	Street Sweeping Services	0.00	8,718.60	
	100-3250-7068-0000		CONTRACTUAL SERVICES		8,718.60	
2593	CREATIVE SERVICES OF NEW ENGLAND	04/17/2019	Regular	0.00	403.95	101736

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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		
D19-23376	Invoice 100-2050-7070-0000	04/17/2019	SPECIAL DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	403.95	
1397	DEPARTMENT OF CONSERVATION	04/17/2019	Regular	0.00	5,788.79	101737
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
4/10/19	Invoice 100-0000-2228-0000	04/17/2019	JAN-MAR 2019 SMIP FEES PERMITS - SMIP	0.00	5,788.79	
1414	DIAMOND HILLS AUTO GROUP	04/17/2019	Regular	0.00	97.45	101738
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
649202	Invoice 750-7200-7037-0000	04/17/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	10.84	
649266	Invoice 750-7200-7037-0000	04/17/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	43.98	
649738	Invoice 750-7200-7037-0000	04/17/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	42.63	
1428	DIVISION OF STATE ARCHITECT	04/17/2019	Regular	0.00	76.40	101739
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
4/10/19	Invoice 100-0000-2235-0000	04/17/2019	JAN-MAR 2019 SB1186 CASP FEES BUSINESS LICENSE-SB118	0.00	76.40	
1479	ENTENMANN-ROVIN CO	04/17/2019	Regular	0.00	243.57	101740
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
0150549	Invoice 100-2050-7065-0000	04/17/2019	UNIFORMS UNIFORMS	0.00	243.57	
1501	FAIRVIEW FORD	04/17/2019	Regular	0.00	12,245.57	101741
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
579396	Credit Memo 750-7400-7037-0000	04/17/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	-864.00	
580061	Invoice 750-7200-7037-0000	04/17/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	7,778.12	
584411	Invoice 750-7200-7037-0000	04/17/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	192.33	
585721	Invoice 750-7200-7037-0000	04/17/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	36.88	
587044	Invoice 750-7200-7037-0000	04/17/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	4,856.68	
588125	Invoice 750-7200-7037-0000	04/17/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	139.17	
589370	Invoice 750-7600-7037-0000	04/17/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	106.39	
1518	FLYERS ENERGY	04/17/2019	Regular	0.00	1,708.85	101742

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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		
CFS-1873184	Invoice	04/17/2019	FUEL CARDS	0.00	1,708.85	
	750-7000-7050-0000	FUEL	FUEL CARDS		0.66	
	750-7100-7050-0000	FUEL	FUEL CARDS		0.66	
	750-7200-7050-0000	FUEL	FUEL CARDS		1,074.48	
	750-7300-7050-0000	FUEL	FUEL CARDS		0.67	
	750-7400-7050-0000	FUEL	FUEL CARDS		632.38	
1519	FORD MOTOR CREDIT CO.	04/17/2019	Regular	0.00	2,264.06	101743
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1642551	Invoice	04/17/2019	VEHICLE LEASE	0.00	2,264.06	
	100-2050-8060-0000	VEHICLES	VEHICLE LEASE		2,264.06	
1522	FOX OCCUPATIONAL	04/17/2019	Regular	0.00	113.10	101744
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
185952-32871-10	Invoice	04/17/2019	FIRST AID	0.00	113.10	
	100-2050-6019-0000	FIRST AID	FIRST AID		113.10	
1533	FRONTIER COMMUNICATIONS	04/17/2019	Regular	0.00	968.96	101745
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
213-180-1992-06	Invoice	04/17/2019	PHONE UTILITY	0.00	178.60	
	100-1230-7015-6045	TELEPHONE (COMM CTR)	PHONE UTILITY		178.60	
951-769-5188-04	Invoice	04/17/2019	PHONE UTILITY	0.00	391.39	
	100-1230-7015-6045	TELEPHONE (COMM CTR)	PHONE UTILITY		391.39	
951-769-8534-04	Invoice	04/17/2019	PHONE UTILITY	0.00	398.97	
	700-4050-7015-0000	TELEPHONE	PHONE UTILITY		398.97	
3515	HD SUPPLY FACILITIES MAINTENANCE LTD	04/17/2019	Regular	0.00	1,047.98	101746
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
861178	Invoice	04/17/2019	DEPARTMENT SUPPLIES - SEWER	0.00	1,047.98	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE		1,047.98	
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	04/17/2019	Regular	0.00	440.88	101747
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
31392	Invoice	04/17/2019	Huntington Transcription Services	0.00	440.88	
	100-2050-7068-0000	CONTRACTUAL SERVICES	Huntington Transcription Servic		440.88	
1662	INFOSEND, INC	04/17/2019	Regular	0.00	8,445.59	101748
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
151333	Invoice	04/17/2019	CONTRACTUAL SERVICES	0.00	8,445.59	
	700-4050-7068-0000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES		8,445.59	
3536	INLAND EMPIRE DRIVELINE SERVICE	04/17/2019	Regular	0.00	2,244.27	101749
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
160744	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	2,244.27	
	750-7200-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		2,244.27	
3539	JEFF ELLIS AND ASSOCIATES, INC	04/17/2019	Regular	0.00	1,425.00	101750
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
20090529	Invoice	04/17/2019	CONTRACTUAL SERVICES	0.00	1,000.00	
	100-6150-7068-0000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES		1,000.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20090813	Invoice 100-6150-7066-0000	04/17/2019	TRAVEL EDUCATION AND TRAINING TRAVEL, EDUCATION, TRA	0.00	425.00	
3562	JOHN HUDDLESTON	04/17/2019	Regular	0.00	2,975.00	101751
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
3068	Invoice 100-6050-7068-0000	04/17/2019	Arborist Reports CONTRACTUAL SERVICES	0.00	2,975.00	
3593	JOSE BARR	04/17/2019	Regular	0.00	278.04	101752
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
4/10/19	Invoice 100-1350-7035-0000	04/17/2019	PER DIEM PLANNING COMMISION ACADE LOCAL MEETINGS	0.00	278.04	
3379	LAW OFFICES BURKE, WILLIAMS & SORENSEN,	04/17/2019	Regular	0.00	732.75	101753
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
238200	Invoice 120-9663-7300-0000	04/17/2019	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	732.75	
1853	LEWIS BRISBOIS BISGAARD & SMITH LLP	04/17/2019	Regular	0.00	8,709.06	101754
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2295337	Invoice 120-9663-7300-0000	04/17/2019	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	4,077.71	
2306175	Invoice 120-9663-7300-0000	04/17/2019	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	1,586.29	
2306176	Invoice 120-9663-7300-0000	04/17/2019	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	89.85	
2306177	Invoice 120-9663-7300-0000	04/17/2019	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	2,893.71	
2325891	Invoice 120-9663-7300-0000	04/17/2019	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	61.50	
3594	LINDA CUNNINGHAM	04/17/2019	Regular	0.00	740.87	101755
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
04-018832-02	Invoice 100-0000-1400-0000	04/17/2019	REIMBURSE CREDIT ON ACCOUNT A/R - UTILITIES	0.00	740.87	
1895	M BREY ELECTRIC INC	04/17/2019	Regular	0.00	725.85	101756
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
4902	Invoice 100-3250-7068-0000	04/17/2019	ON CALL SERVICES FOR DAMAGED STREE CONTRACTUAL SERVICES	0.00	230.00	
4930	Invoice 700-4050-7090-06A1	04/17/2019	EQUIPMENT SUPPLIES/MAINT EQUIPMENT SUPPLIES/M	0.00	495.85	
1916	MARK THOMAS & COMPANY, INC	04/17/2019	Regular	0.00	3,662.50	101757
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
33055	Invoice 500-0000-7068-0000	04/17/2019	DESIGN & CONSULTING SERVICES AMEND CONTRACTUAL SERVICE	0.00	3,662.50	
3595	MICHELLE YELIN	04/17/2019	Regular	0.00	40.00	101758

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT 892140	Invoice	04/17/2019	DEPOSIT REFUND	0.00	40.00	
	100-0000-4590-0000		BUILDING RENTAL		40.00	
3373	MIRIAM AVALOS	04/17/2019	Regular	0.00	375.00	101759
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
0360	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	375.00	
	750-7200-7037-0000		VEHICLE MAINTENANCE		375.00	
1118	MSC INDUSTRIAL SUPPLY CO	04/17/2019	Regular	0.00	278.56	101760
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
2758987001	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	170.86	
	750-7300-7037-0000		VEHICLE MAINTENANCE		170.86	
2758987002	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	107.70	
	750-7300-7037-0000		VEHICLE MAINTENANCE		107.70	
1984	NAPA AUTO PARTS	04/17/2019	Regular	0.00	1,968.78	101761
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
084759	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	78.37	
	100-6050-7037-0000		VEHICLE MAINTENANCE		78.37	
084929	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	68.50	
	750-7200-7037-0000		VEHICLE MAINTENANCE		68.50	
085245	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	68.41	
	750-7200-7037-0000		VEHICLE MAINTENANCE		68.41	
085276	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	7.53	
	100-6050-7037-0000		VEHICLE MAINTENANCE		7.53	
085283	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	137.53	
	100-6050-7037-0000		VEHICLE MAINTENANCE		137.53	
085590	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	174.27	
	750-7100-7037-0000		VEHICLE MAINTENANCE		174.27	
085603	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	48.61	
	750-7100-7037-0000		VEHICLE MAINTENANCE		48.61	
085643	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	40.92	
	700-4050-7037-0000		VEHICLE MAINTENANCE		40.92	
085711	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	34.44	
	750-7300-7037-0000		VEHICLE MAINTENANCE		34.44	
085726	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	301.59	
	100-2050-7037-0000		VEHICLE MAINTENANCE		301.59	
085796	Credit Memo	04/17/2019	VEHICLE MAINTENANCE	0.00	-137.53	
	100-6050-7037-0000		VEHICLE MAINTENANCE		-137.53	
085797	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	108.55	
	750-7200-7037-0000		VEHICLE MAINTENANCE		108.55	
085876	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	34.45	
	750-7300-7037-0000		VEHICLE MAINTENANCE		34.45	
085923	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	12.92	
	750-7300-7037-0000		VEHICLE MAINTENANCE		12.92	
085937	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	38.66	
	750-7300-7037-0000		VEHICLE MAINTENANCE		38.66	
086107	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	25.84	
	100-2050-7037-0000		VEHICLE MAINTENANCE		25.84	
086358	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	17.98	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	750-7300-7037-0000		VEHICLE MAINTENANCE		17.98	
086359	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	13.46	
	750-7300-7037-0000		VEHICLE MAINTENANCE		13.46	
086385	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	14.24	
	750-7100-7037-0000		VEHICLE MAINTENANCE		14.24	
086622	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	536.55	
	750-7100-7037-0000		VEHICLE MAINTENANCE		536.55	
086899	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	160.98	
	750-7200-7037-0000		VEHICLE MAINTENANCE		160.98	
086972	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	160.98	
	750-7200-7037-0000		VEHICLE MAINTENANCE		160.98	
086994	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	18.31	
	750-7300-7037-0000		VEHICLE MAINTENANCE		18.31	
087459	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	3.22	
	100-6050-7090-0000		EQUIPMENT SUPPLIES/M		3.22	
	Void	04/17/2019	Regular	0.00	0.00	101762
3596	NICOLE ADAMS	04/17/2019	Regular	0.00	40.00	101763
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT 879768	Invoice	04/17/2019	DEPOSIT REFUND FOR PAVILION USAGE	0.00	40.00	
	100-0000-4590-0000		BUILDING RENTAL		40.00	
2009	O'REILLY AUTO PARTS	04/17/2019	Regular	0.00	1,976.08	101764
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2678-177367	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	562.66	
	100-2100-7037-0000		VEHICLE MAINTENANCE		562.66	
2678-177696	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	7.53	
	750-7300-7037-0000		VEHICLE MAINTENANCE		7.53	
2678-178517	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	25.73	
	750-7300-7037-0000		VEHICLE MAINTENANCE		25.73	
2678-179009	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	464.90	
	750-7200-7037-0000		VEHICLE MAINTENANCE		464.90	
2678-179067	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	438.03	
	100-6050-7037-0000		VEHICLE MAINTENANCE		438.03	
2678-179311	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	23.69	
	750-7200-7037-0000		VEHICLE MAINTENANCE		23.69	
2678-180144	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	53.82	
	100-6050-7037-0000		VEHICLE MAINTENANCE		53.82	
2678-180320	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	2.09	
	750-7300-7037-0000		VEHICLE MAINTENANCE		2.09	
2678-180512	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	22.63	
	750-7300-7037-0000		VEHICLE MAINTENANCE		22.63	
2678-181211	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	61.95	
	750-7200-7037-0000		VEHICLE MAINTENANCE		61.95	
2678-181564	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	48.99	
	100-2050-7037-0000		VEHICLE MAINTENANCE		48.99	
2678-182114	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	35.16	
	750-7100-7037-0000		VEHICLE MAINTENANCE		35.16	
2678-182174	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	7.26	
	750-7100-7037-0000		VEHICLE MAINTENANCE		7.26	
2678-182400	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	150.68	
	750-7200-7037-0000		VEHICLE MAINTENANCE		150.68	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2678-182647	Invoice 100-6050-7037-0000	04/17/2019	VEHICLE MAINTENANCE	0.00	47.70	
			VEHICLE MAINTENANCE		47.70	
2678-183015	Invoice 750-7200-7037-0000	04/17/2019	VEHICLE MAINTENANCE	0.00	23.26	
			VEHICLE MAINTENANCE		23.26	
	Void	04/17/2019	Regular	0.00	0.00	101765
2026	PACIFIC ALARM SERVICE	04/17/2019	Regular	0.00	679.00	101766
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
R 145900	Invoice 100-6000-7087-6026	04/17/2019	SECURITY SERVICES	0.00	57.50	
			SECURITY- CITY HALL BLD		57.50	
R 145901	Invoice 700-4050-7087-007A	04/17/2019	SECURITY SERVICES	0.00	171.00	
			SECURITY SERVICES		171.00	
R 145903	Invoice 700-4050-7087-005X	04/17/2019	SECURITY SERVICES	0.00	156.00	
			SECURITY SERVICES		156.00	
R 145904	Invoice 100-6000-7087-6040	04/17/2019	SECURITY SERVICES	0.00	107.50	
			SECURITY - POLICE DEPT		107.50	
R 145905	Invoice 100-6000-7087-6030	04/17/2019	SECURITY SERVICES	0.00	55.50	
			SECURITY - CITY HALL BLD		55.50	
R 145908	Invoice 700-4050-7087-005X	04/17/2019	SECURITY SERVICES	0.00	131.50	
			SECURITY SERVICES		131.50	
2036	PARCEL QUEST	04/17/2019	Regular	0.00	1,199.00	101767
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
8204-4-2019	Invoice 100-1200-7071-0000	04/17/2019	SOFTWARE	0.00	1,199.00	
			SOFTWARE		1,199.00	
2039	PARKHOUSE TIRE, INC.	04/17/2019	Regular	0.00	1,537.92	101768
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
2030174414	Invoice 750-7400-7037-0000	04/17/2019	VEHICLE MAINTENANCE	0.00	998.30	
			VEHICLE MAINTENANCE		998.30	
2030174504	Invoice 750-7300-7037-0000	04/17/2019	VEHICLE MAINTENANCE	0.00	35.56	
			VEHICLE MAINTENANCE		35.56	
2030174926	Invoice 750-7400-7037-0000	04/17/2019	VEHICLE MAINTENANCE	0.00	252.03	
			VEHICLE MAINTENANCE		252.03	
2030175445	Invoice 750-7400-7037-0000	04/17/2019	VEHICLE MAINTENANCE	0.00	252.03	
			VEHICLE MAINTENANCE		252.03	
2871	PARTS AUTHORITY METRO LLC	04/17/2019	Regular	0.00	323.09	101769
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
091-145782	Invoice 750-7300-7037-0000	04/17/2019	VEHICLE MAINTENANCE	0.00	323.09	
			VEHICLE MAINTENANCE		323.09	
3540	PBM SUPPLY & MFG INC	04/17/2019	Regular	0.00	6,297.00	101770
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
803690	Invoice 100-3250-8040-0000	04/17/2019	ROAD RATED TRAILER SPRAYER	0.00	6,297.00	
			EQUIPMENT		6,297.00	
2098	QUILL CORPORATON	04/17/2019	Regular	0.00	96.94	101771
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
6161951	Invoice 100-2050-7025-0000	04/17/2019	OFFICE SUPPLIES	0.00	96.94	
			OFFICE SUPPLIES		96.94	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3479	R3 CONSULTING GROUP, INC	04/17/2019	Regular	0.00	17,477.50	101772
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>9128</u>	Invoice	04/17/2019	LEGAL SERVICES	0.00	17,477.50	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		17,477.50	
2104	RAMONA HUMANE SOCIETY INC	04/17/2019	Regular	0.00	2,809.08	101773
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>33119</u>	Invoice	04/17/2019	Ramona Humane Society Shelter	0.00	2,809.08	
	<u>100-2000-7068-0000</u>		CONTRACTUAL SERVICES		2,809.08	
3598	REBECCA RICHES	04/17/2019	Regular	0.00	40.00	101774
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>RCT 893713</u>	Invoice	04/17/2019	DEPOSIT REFUND RESTROOM KEY	0.00	40.00	
	<u>100-0000-4590-0000</u>		BUILDING RENTAL		40.00	
3514	RECYCLED AGGREGATE MATERIALS CO, INC	04/17/2019	Regular	0.00	50.00	101775
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>327158</u>	Invoice	04/17/2019	SPECIAL DEPT SUPPLIES	0.00	50.00	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		50.00	
2126	REDLANDS FORD	04/17/2019	Regular	0.00	80.67	101776
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>5154267</u>	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	80.67	
	<u>750-7200-7037-0000</u>		VEHICLE MAINTENANCE		80.67	
2162	RIVERSIDE COUNTY EXPLORER ACADEMY (FUN	04/17/2019	Regular	0.00	825.00	101777
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>7/21/19-7/26/19</u>	Invoice	04/17/2019	TUITION FOR EXPLORER ACADEMY	0.00	825.00	
	<u>240-2310-7096-0000</u>		PROGRAM COSTS - EXPLO		825.00	
2190	ROBERT GALLETTA	04/17/2019	Regular	0.00	28.01	101778
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>000138</u>	Invoice	04/17/2019	OFFICE SUPPLIES	0.00	28.01	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		28.01	
1113	RYAN M. WESTBROOK INC	04/17/2019	Regular	0.00	371.41	101779
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>663956</u>	Invoice	04/17/2019	CONTRACTUAL SERVICES	0.00	187.00	
	<u>100-2000-7068-0000</u>		CONTRACTUAL SERVICES		187.00	
<u>666211</u>	Invoice	04/17/2019	CONTRACTUAL SERVICES	0.00	160.41	
	<u>100-2000-7068-0000</u>		CONTRACTUAL SERVICES		160.41	
<u>666212</u>	Invoice	04/17/2019	CONTRACTUAL SERVICES	0.00	24.00	
	<u>100-2000-7068-0000</u>		CONTRACTUAL SERVICES		24.00	
3549	SHADEMAKER INC	04/17/2019	Regular	0.00	3,500.00	101780
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>02/5/19-2</u>	Invoice	04/17/2019	Goods	0.00	2,250.00	
	<u>750-7000-7068-0000</u>		CONTRACTUAL SERVICES		2,250.00	
<u>02-05-19</u>	Invoice	04/17/2019	Goods	0.00	1,250.00	
	<u>100-6000-7068-6025</u>		CONTRACTUAL SVC - CITY		1,250.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2300	SO CAL INDUSTRIES	04/17/2019	Regular	0.00	176.00	101781
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>374601</u>	Invoice	04/17/2019	EQUIPMENT RENTAL	0.00	176.00	
	<u>100-6050-7068-5250</u>		CONTRACT SVC - RANGAL		176.00	
2311	SOUTHERN CALIFORNIA EDISON	04/17/2019	Regular	0.00	74,390.56	101782
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>4/17/19</u>	Invoice	04/17/2019	ELECTRIC UTILITY	0.00	74,390.56	
	<u>100-3250-7010-0000</u>		UTILITIES		12,742.33	
	<u>100-3250-7010-003X</u>		UTILITIES (IA 3)		2,517.56	
	<u>100-3250-7010-004X</u>		UTILITIES (IA 4)		167.59	
	<u>100-3250-7010-006B</u>		UTILITIES (IA 6B)		1,501.16	
	<u>100-3250-7010-007A</u>		UTILITIES (IA 7A)		117.91	
	<u>100-3250-7010-007B</u>		UTILITIES (IA 7B)		73.85	
	<u>100-3250-7010-007D</u>		UTILITIES (IA 7D)		93.88	
	<u>100-3250-7010-008A</u>		UTILITIES (IA 8A)		821.16	
	<u>100-3250-7010-008B</u>		UTILITIES (IA 8B)		82.15	
	<u>100-3250-7010-008C</u>		UTILITIES (IA 8C)		750.35	
	<u>100-3250-7010-008D</u>		UTILITIES (IA 8D)		24.38	
	<u>100-3250-7010-010A</u>		UTILITIES (IA 10)		46.26	
	<u>100-3250-7010-011A</u>		UTILITIES (IA 11A)		161.76	
	<u>100-3250-7010-012A</u>		UTILITIES (IA 12)		85.01	
	<u>100-3250-7010-014B</u>		UTILITIES (IA 14B)		34.55	
	<u>100-3250-7010-014X</u>		UTILITIES (IA 14)		1,391.10	
	<u>100-3250-7010-018X</u>		UTILITIES (IA 18)		118.14	
	<u>100-3250-7010-019A</u>		UTILITIES (IA 19A)		162.52	
	<u>100-3250-7010-019C</u>		UTILITIES (IA 19C)		2,496.89	
	<u>100-3250-7010-06A1</u>		UTILITIES (IA 6A1)		1,153.40	
	<u>100-6000-7010-6045</u>		UTILITIES - COMMUNITY		2,447.68	
	<u>100-6050-7010-0000</u>		UTILITIES		224.01	
	<u>100-6050-7010-020X</u>		UTILITIES IA 20		10.82	
	<u>700-4050-7010-0000</u>		UTILITIES		46,926.64	
	<u>750-7300-7010-0000</u>		UTILITIES		239.46	
2323	SPORTWORKS NORTHWEST INC.	04/17/2019	Regular	0.00	50.57	101783
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>127642</u>	Invoice	04/17/2019	VEHICLE MAINTENANCE	0.00	50.57	
	<u>750-7200-7037-0000</u>		VEHICLE MAINTENANCE		50.57	
2395	TERMINIX COMMERCIAL	04/17/2019	Regular	0.00	60.00	101784
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>384390729</u>	Invoice	04/17/2019	BUILDING SUPPLIES/MAINT	0.00	60.00	
	<u>100-6000-7085-6055</u>		BLDG MAINT- FIRE STATIO		60.00	
2405	THE COUNSELING TEAM	04/17/2019	Regular	0.00	1,000.00	101785
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>71953</u>	Invoice	04/17/2019	The Counseling Team	0.00	1,000.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		1,000.00	
2407	THE GAS COMPANY	04/17/2019	Regular	0.00	189.87	101786
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>10552230004 4/3</u>	Invoice	04/17/2019	GAS UTILITY	0.00	189.87	
	<u>750-7300-7010-0000</u>		UTILITIES		189.87	
2416	THE PRESS-ENTERPRISE	04/17/2019	Regular	0.00	88.20	101787

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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		
0011242685	Invoice 100-1350-7020-0000	04/17/2019	ADVERTISING ADVERTISING	0.00	88.20 88.20	
2474	UTILITY PARTNERS	04/17/2019	Regular	0.00	27,217.26	101788
010819-18	Invoice 700-4050-7068-0000	04/17/2019	BIOSOLIDS REMOVAL - WWTP CONTRACTUAL SERVICES BIOSOLIDS REMOVAL - WWTP	0.00	27,217.26 27,217.26	
2484	VERIZON	04/17/2019	Regular	0.00	798.21	101789
9827008228	Invoice 750-7200-7015-0000	04/17/2019	TELEPHONE UTILITY TELEPHONE TELEPHONE UTILITY	0.00	798.21 798.21	
3599	WESTERN MUNICIPAL WATER DISTRICT	04/17/2019	Regular	0.00	26,188.80	101790
IN10876	Invoice 700-4050-7089-0000	04/17/2019	BRINE LINE MONTHLY PAYMENT BRINE LINE MAINTENANC BRINE LINE MONTHLY PAYMENT	0.00	13,094.40 13,094.40	
IN10877	Invoice 700-4050-7089-0000	04/17/2019	BRINE LINE MONTHLY CHARGE BRINE LINE MAINTENANC BRINE LINE MONTHLY CHARGE	0.00	13,094.40 13,094.40	
2546	WILLDAN ENGINEERING	04/17/2019	Regular	0.00	56,765.46	101791
002-20781	Invoice 100-2150-7067-0000	04/17/2019	INSPECTIONS INSPECTIONS INSPECTIONS	0.00	35,775.00 35,775.00	
002-20782	Invoice 100-2150-7063-0000	04/17/2019	PLAN CHECK FEES PLAN CHECK FEES PLAN CHECK FEES	0.00	20,990.46 20,990.46	
2559	YORK INSURANCE SERVICES GROUP, INC	04/17/2019	Regular	0.00	8,887.50	101792
500018673	Invoice 100-1240-7068-0000	04/17/2019	CONTRACTUAL SERVICES CONTRACTUAL SERVICES CONTRACTUAL SERVICES	0.00	8,887.50 8,887.50	
3600	ZOHO CORPORATION	04/17/2019	Regular	0.00	445.50	101793
04092019	Invoice 100-1230-7071-0000	04/17/2019	HELP DESK SUBSCRIPTION SOFTWARE HELP DESK SUBSCRIPTION	0.00	445.50 445.50	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	182	77	0.00	499,710.88
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	3	2	0.00	10,305.20
	185	81	0.00	510,016.08

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	182	77	0.00	499,710.88
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	3	2	0.00	10,305.20
	185	81	0.00	510,016.08

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	4/2019	510,016.08
			<u>510,016.08</u>



WARRANTS TO BE RATIFIED

Thursday, April 25, 2019

Printed Checks	101794-101872	\$	163,944.94	FY 18/19
EFT	153-156	\$	1,251,496.37	
	A/P Total	\$	<u>1,415,441.31</u>	
Voided Checks	101471	\$	9,815.12	Lewis Brisbois Bisgaard & Smith LLP
Bank Drafts	CalPers	\$	46,163.38	743 Classic 02/22/19-03/07/19
		\$	41,112.04	742 Classic 02/22/19-03/07/19
		\$	14,087.02	27308 PEPRA 02/22/19-03/07/19
		\$	4,424.15	25763 PEPRA 02/22/19-03/07/19
		\$	46,315.42	743 Classic 03/22/19-04/04/19
		\$	42,786.53	742 Classic 03/22/19-04/04/19
		\$	145.58	27308 PEPRA 04/05/19-04/18/19
		\$	14,237.72	27309 PEPRA 03/22/19-04/04/19
		\$	4,833.06	25763 PEPRA 03/22/19-04/04/19
Payroll	Paydate 04/26/19	\$	483,416.07	

HAS BEEN COMPILED AND PREPARED TO MEET
ISCAL YEAR JULY 1, 2018 - JUNE 30, 2019

SIGNATURE: 
TITLE: CITY TREASURER

SIGNATURE: 
TITLE: FINANCE DIRECTOR



Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3229	ICMA - RC	04/25/2019	EFT	0.00	1,383.31	153
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>PD 04/12/19</u>	Invoice	04/24/2019	EMPLOYEE CONTRIBUTIONS	0.00	1,383.31	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		733.31	
	<u>100-1200-6026-0000</u>		DEFERRED COMP		650.00	
2264	SEIU	04/25/2019	EFT	0.00	2,825.86	154
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>PD 03/29/19-04/</u>	Invoice	04/24/2019	EMPLOYEE DUES	0.00	2,825.86	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS		2,825.86	
2295	SLOVAK BARON EMPEY MURPHY & PINKNEY	04/25/2019	EFT	0.00	150,305.24	155
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>52660</u>	Invoice	04/24/2019	LEGAL SERVICES	0.00	82.50	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		82.50	
<u>52662</u>	Invoice	04/24/2019	LEGAL SERVICES	0.00	1,072.50	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		1,072.50	
<u>52664</u>	Invoice	04/24/2019	LEGAL SERVICES	0.00	2,295.30	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		2,295.30	
<u>52665</u>	Invoice	04/24/2019	LEGAL SERVICES	0.00	220.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		220.00	
<u>52666</u>	Invoice	04/24/2019	LEGAL SERVICES	0.00	1,027.70	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		1,027.70	
<u>52667</u>	Invoice	04/24/2019	LEGAL SERVICES	0.00	55.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		55.00	
<u>52668</u>	Invoice	04/24/2019	LEGAL SERVICES	0.00	4,857.40	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		4,857.40	
<u>52669</u>	Invoice	04/24/2019	LEGAL SERVICES	0.00	30,248.46	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		30,248.46	
<u>52670</u>	Invoice	04/24/2019	LEGAL SERVICES	0.00	1,921.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		1,921.00	
<u>52671</u>	Invoice	04/24/2019	LEGAL SERVICES	0.00	390.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		390.00	
<u>52673</u>	Invoice	04/24/2019	LEGAL SERVICES	0.00	577.50	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		577.50	
<u>52674</u>	Invoice	04/24/2019	LEGAL SERVICES	0.00	522.50	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		522.50	
<u>52675</u>	Invoice	04/24/2019	LEGAL SERVICES	0.00	358.50	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		358.50	
<u>52676</u>	Invoice	04/24/2019	LEGAL SERVICES	0.00	82.50	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		82.50	
<u>52677</u>	Invoice	04/24/2019	LEGAL SERVICES	0.00	20,177.35	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		20,177.35	
<u>52678</u>	Invoice	04/24/2019	LEGAL SERVICES	0.00	7,500.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		7,500.00	

Check Report

Date Range: 04/19/2019 - 04/25/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
52679	Invoice 120-9663-7300-0000	04/24/2019	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	8,768.00	
52682	Invoice 120-9663-7300-0000	04/24/2019	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	70,149.03	
3396	W.M. LYLES CO.	04/25/2019	EFT	0.00	1,096,981.96	156
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
APPLICATION 4	Invoice 710-0000-8030-0000	04/24/2019	WWTP SALT MITIGATION UPGRADE - CON CAPITAL IMPROVEMENT WWTP SALT MITIGATION UPGR	0.00	1,096,981.96	
1042	ALL PURPOSE RENTALS	04/25/2019	Regular	0.00	562.63	101794
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
37129	Invoice 700-4050-7075-0000	04/24/2019	EQUIPMENT RENTAL - SEWER EQUIPMENT LEASING/RE EQUIPMENT RENTAL - SEWER	0.00	562.63	
1050	AMAZON CAPITAL SERVICES	04/25/2019	Regular	0.00	873.59	101795
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
16JN-1RVF-99MQ	Invoice 100-6050-7070-0000	04/24/2019	DEPT SUPPLIES SPECIAL DEPT SUPPLIES DEPT SUPPLIES	0.00	21.88	
1D9K-YCGV-JNMC	Credit Memo 100-6050-7070-0000	04/24/2019	RETURNED GOODS SPECIAL DEPT SUPPLIES RETURNED GOODS	0.00	-65.98	
1KQY-JRQX-J4FG	Invoice 100-1550-7040-0000	04/24/2019	DAY CAMP SUPPLIES RECREATION PROGRAMS DAY CAMP SUPPLIES	0.00	153.78	
1KQY-JRQX-KP3C	Invoice 100-2050-7025-0000	04/24/2019	OFFICE SUPPLIES OFFICE SUPPLIES	0.00	127.31	
1LHV-LLJV-3CDJ	Invoice 100-6050-7070-5000 100-6050-7070-5100 100-6050-7070-5150 100-6050-7070-5300 100-6050-7070-5350 100-6050-7070-5400 100-6050-7070-5500 100-6050-7070-5600 100-6050-7070-5700	04/24/2019	DEPT SUPPLIES SPEC DEPT EXP - THREE RI DEPT SUPPLIES SPEC DEPT EXP - FALLEN DEPT SUPPLIES SPEC DEPT EXP - MOUNT DEPT SUPPLIES SPEC DEPT EXP - SENECA DEPT SUPPLIES SPEC DEPT EXP - SHADO DEPT SUPPLIES SPEC DEPT EXP - SPORTS DEPT SUPPLIES SPEC DEPT EXP - STEWAR DEPT SUPPLIES SPEC DEPT EXP - TREVINO DEPT SUPPLIES SPEC DEPT EXP - WILD FL DEPT SUPPLIES	0.00	274.00	
1LHV-LLJV-RC97	Invoice 100-1550-7040-0000	04/24/2019	DAY CAMP SUPPLIES RECREATION PROGRAMS DAY CAMP SUPPLIES	0.00	307.65	
1TK1-41YD-FWM	Invoice 100-2050-7065-0000	04/24/2019	EMPLOYEE UNIFORM UNIFORMS EMPLOYEE UNIFORM	0.00	54.95	
1053	AMERICAN FORENSIC NURSES	04/25/2019	Regular	0.00	200.00	101796
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
71960	Invoice 100-2050-7068-0000	04/24/2019	American Forensic Nurses - Blood Analyysi CONTRACTUAL SERVICES American Forensic Nurses - Bloo	0.00	200.00	
1059	ANDERSON'S	04/25/2019	Regular	0.00	155.95	101797
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
7737721	Invoice 100-1550-7040-0000	04/24/2019	PAGEANT DECORATIONS RECREATION PROGRAMS PAGEANT DECORATIONS	0.00	155.95	
3542	ARTHUR GUERRERO	04/25/2019	Regular	0.00	148.36	101798

Check Report

Date Range: 04/19/2019 - 04/25/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07-070782-02 CH	Invoice	04/24/2019	REIMBURSE CREDIT ON ACCOUNT, VOIDE	0.00	148.36	
	<u>100-0000-1400-0000</u>	A/R - UTILITIES	REIMBURSE CREDIT ON ACCOU		148.36	
3129	BC RENTALS, INC	04/25/2019	Regular	0.00	2,717.35	101799
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0036545-IN	Invoice	04/24/2019	DEPT SUPPLIES	0.00	2,717.35	
	<u>100-6050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		2,717.35	
1127	BEAUMONT DO IT BEST HOME CENTER	04/25/2019	Regular	0.00	283.03	101800
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
469858	Invoice	04/24/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	31.48	
	<u>100-6000-7085-6048</u>	BLDG MAINT - POOL	BUILDING SUPPLIES & MAINTEN		31.48	
470282	Invoice	04/24/2019	DEPT SUPPLIES	0.00	20.10	
	<u>100-6050-7070-5700</u>	SPEC DEPT EXP - WILD FL	DEPT SUPPLIES		20.10	
470440	Invoice	04/24/2019	Service	0.00	60.08	
	<u>100-6050-7070-0000</u>	SPECIAL DEPT SUPPLIES	Service		60.08	
470774	Invoice	04/24/2019	VEHICLE MAINTENANCE	0.00	13.46	
	<u>100-6050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		13.46	
470853	Invoice	04/24/2019	DEPT SUPPLIES	0.00	1.59	
	<u>100-6050-7070-5400</u>	SPEC DEPT EXP - SPORTS	DEPT SUPPLIES		1.59	
470939	Invoice	04/24/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	107.42	
	<u>100-2100-7085-0000</u>	BUILDING SUPPLIES/MAI	BUILDING SUPPLIES & MAINTEN		107.42	
470953	Invoice	04/24/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	18.11	
	<u>100-2100-7085-0000</u>	BUILDING SUPPLIES/MAI	BUILDING SUPPLIES & MAINTEN		18.11	
470992	Invoice	04/24/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	30.79	
	<u>100-2100-7085-0000</u>	BUILDING SUPPLIES/MAI	BUILDING SUPPLIES & MAINTEN		30.79	
1136	BEAUMONT POWER EQUIPMENT	04/25/2019	Regular	0.00	144.30	101801
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
596	Invoice	04/24/2019	EQUIPMENT MAINTENANCE	0.00	54.90	
	<u>100-6050-7090-0000</u>	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		54.90	
683	Invoice	04/24/2019	EQUIPMENT MAINTENANCE	0.00	26.93	
	<u>100-6050-7090-0000</u>	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		26.93	
389	Invoice	04/24/2019	EQUIPMENT RENTAL	0.00	62.47	
	<u>100-6050-7090-0000</u>	EQUIPMENT SUPPLIES/M	EQUIPMENT RENTAL		62.47	
1140	BEAUMONT SAFE & LOCK	04/25/2019	Regular	0.00	33.67	101802
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
71984	Invoice	04/24/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	33.67	
	<u>100-6000-7085-6040</u>	BLDG MAINT - POLICE DE	BUILDING SUPPLIES & MAINTEN		33.67	
1152	BEN MONJE	04/25/2019	Regular	0.00	40.00	101803
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT 893030	Invoice	04/24/2019	DEPOSIT REFUND	0.00	40.00	
	<u>100-0000-4590-0000</u>	BUILDING RENTAL	DEPOSIT REFUND		40.00	
1235	CCAC	04/25/2019	Regular	0.00	185.00	101804

Check Report

Date Range: 04/19/2019 - 04/25/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
109	Invoice	04/24/2019	MEMBERSHIP RENEWAL	0.00	130.00	
	100-1150-7030-0000		DUES & SUBSCRIPTIONS		130.00	
2210	Invoice	04/24/2019	ASSOCIATE MEMBERSHIP, STEVEN MEHL	0.00	55.00	
	100-1150-7030-0000		DUES & SUBSCRIPTIONS		55.00	
1250	CHAMBERS GROUP, INC	04/25/2019	Regular	0.00	7,269.45	101805
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
33254	Invoice	04/24/2019	PP2018-0154 ENVIRONMENTAL DOCUME	0.00	1,520.45	
	100-1350-7068-0000		CONTRACTUAL SERVICES		1,520.45	
33255	Invoice	04/24/2019	PP2018-0119 Environmental Review	0.00	2,064.60	
	100-1350-7068-0000		CONTRACTUAL SERVICES		2,064.60	
33256	Invoice	04/24/2019	PP2018-0147 ENVIRONMENTAL REVIEW	0.00	3,684.40	
	100-1350-7068-0000		CONTRACTUAL SERVICES		3,684.40	
1282	CINTAS CORPORATION #698	04/25/2019	Regular	0.00	343.86	101806
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
4020016266	Invoice	04/24/2019	UNIFORM MAINTENANCE	0.00	343.86	
	100-6050-7065-0000		UNIFORMS		343.86	
1285	CITY OF BANNING	04/25/2019	Regular	0.00	10,148.92	101807
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
03282019-01	Invoice	04/24/2019	SHARED TRAFFIC SIGNAL UTILITY @ HS W	0.00	253.22	
	100-3250-7010-0000		UTILITIES		253.22	
1	Invoice	04/24/2019	RIDE PASS TRANSIT FREE 03/01/19-03/15	0.00	4,817.45	
	750-7000-7068-0000		CONTRACTUAL SERVICES		4,817.45	
2	Invoice	04/24/2019	RIDE PASS TRANSIT 03/16/19-03/31/19	0.00	5,078.25	
	750-7000-7068-0000		CONTRACTUAL SERVICES		5,078.25	
1310	COLONIAL LIFE	04/25/2019	Regular	0.00	632.56	101808
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
CD 03/01/19-03/	Invoice	04/24/2019	EMPLOYEE INSURANCE	0.00	632.56	
	100-0000-2051-0000		COLONIAL INS-WITHHOL		632.56	
2632	CORONA COATINGS CORP.	04/25/2019	Regular	0.00	8,019.00	101809
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
1498	Invoice	04/24/2019	Foam Roof	0.00	8,019.00	
	100-6000-8014-0000		BUILDING IMPROVEMEN		8,019.00	
1391	DEKRA-LITE IND.,INC.	04/25/2019	Regular	0.00	3,203.96	101810
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV-SO057024	Invoice	04/24/2019	DEPT SUPPLIES	0.00	3,203.96	
	100-1200-7070-0000		SPECIAL DEPT SUPPLIES		3,203.96	
1402	DEPARTMENT OF JUSTICE	04/25/2019	Regular	0.00	1,503.00	101811
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
364806	Invoice	04/24/2019	DOJ Livescan Fingerprinting	0.00	1,503.00	
	100-2050-7031-0000		LIVE SCAN-FINGERPRINTI		1,503.00	
1445	DUDEK	04/25/2019	Regular	0.00	3,741.30	101812

Check Report

Date Range: 04/19/2019 - 04/25/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
20191991	Invoice	04/24/2019	GROUNDWATER MANAGEMENT	0.00	3,741.30	
	700-4050-7068-0000		CONTRACTUAL SERVICES		3,741.30	
1477	ENGINEERING RESOURCES OF SOUTHERN CALIF	04/25/2019	Regular	0.00	8,960.95	101813
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
51982	Invoice	04/24/2019	INSPECTION SERVICES	0.00	165.00	
	100-3100-7067-0000		INSPECTIONS		165.00	
51983	Invoice	04/24/2019	INSPECTION SERVICES	0.00	55.00	
	100-3100-7067-0000		INSPECTIONS		55.00	
51984	Invoice	04/24/2019	INSPECTION SERVICES	0.00	192.50	
	100-3100-7067-0000		INSPECTIONS		192.50	
51985	Invoice	04/24/2019	INSPECTION SERVICES	0.00	165.00	
	100-3100-7067-0000		INSPECTIONS		165.00	
51986	Invoice	04/24/2019	INSPECTION SERVICES	0.00	687.50	
	100-3100-7067-0000		INSPECTIONS		687.50	
51987	Invoice	04/24/2019	INSPECTION SERVICES	0.00	55.00	
	100-3100-7067-0000		INSPECTIONS		55.00	
51988	Invoice	04/24/2019	INSPECTION SERVICES	0.00	110.00	
	100-3100-7067-0000		INSPECTIONS		110.00	
51989	Invoice	04/24/2019	INSPECTION SERVICES	0.00	55.00	
	100-3100-7067-0000		INSPECTIONS		55.00	
51990	Invoice	04/24/2019	INSPECTION SERVICES	0.00	110.00	
	100-3100-7067-0000		INSPECTIONS		110.00	
51991	Invoice	04/24/2019	INSPECTION SERVICES	0.00	275.00	
	100-3100-7067-0000		INSPECTIONS		275.00	
51992	Invoice	04/24/2019	INSPECTION SERVICES	0.00	220.00	
	100-3100-7067-0000		INSPECTIONS		220.00	
51993	Invoice	04/24/2019	INSPECTION SERVICES	0.00	165.00	
	100-3100-7067-0000		INSPECTIONS		165.00	
51994	Invoice	04/24/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	418.00	
	100-3100-7063-0000		PLAN CHECK FEES		418.00	
51995	Invoice	04/24/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	765.50	
	100-3100-7063-0000		PLAN CHECK FEES		765.50	
51996	Invoice	04/24/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,428.71	
	100-3100-7063-0000		PLAN CHECK FEES		1,428.71	
51997	Invoice	04/24/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	547.44	
	100-3100-7063-0000		PLAN CHECK FEES		547.44	
51998	Invoice	04/24/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	726.30	
	100-3100-7063-0000		PLAN CHECK FEES		726.30	
51999	Invoice	04/24/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	257.50	
	100-3100-7063-0000		PLAN CHECK FEES		257.50	
52000	Invoice	04/24/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	292.50	
	100-3100-7063-0000		PLAN CHECK FEES		292.50	
52001	Invoice	04/24/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	195.00	
	100-3100-7063-0000		PLAN CHECK FEES		195.00	
52002	Invoice	04/24/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	265.00	
	100-3100-7063-0000		PLAN CHECK FEES		265.00	
52003	Invoice	04/24/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	355.00	
	100-3100-7063-0000		PLAN CHECK FEES		355.00	
52004	Invoice	04/24/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	265.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-3100-7063-0000		PLAN CHECK FEES		265.00	
52005	Invoice	04/24/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	425.00	
	100-3100-7063-0000		PLAN CHECK FEES		425.00	
52006	Invoice	04/24/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	195.00	
	100-3100-7063-0000		PLAN CHECK FEES		195.00	
52007	Invoice	04/24/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	195.00	
	100-3100-7063-0000		PLAN CHECK FEES		195.00	
52008	Invoice	04/24/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	195.00	
	100-3100-7063-0000		PLAN CHECK FEES		195.00	
52009	Invoice	04/24/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	180.00	
	100-3100-7063-0000		PLAN CHECK FEES		180.00	
	Void	04/25/2019	Regular	0.00	0.00	101814
3484	ERGOCENTRIC, INC	04/25/2019	Regular	0.00	7,693.03	101815
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
673131 2ND PAY	Invoice	04/24/2019	BUILDING SUPPLIES	0.00	7,693.03	
	100-2050-7085-0000		BUILDING SUPPLIES/MAI		7,693.03	
			BUILDING SUPPLIES			
3605	ERIN JONES	04/25/2019	Regular	0.00	45.00	101816
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT 883869	Invoice	04/24/2019	DEPOSIT REFUND	0.00	45.00	
	100-0000-4590-0000		BUILDING RENTAL		45.00	
			DEPOSIT REFUND			
3606	FISHER WIRELESS SERVICES, INC.	04/25/2019	Regular	0.00	5,646.10	101817
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
813525	Invoice	04/24/2019	SITE SPACE, INDIO HILL, E.R.I.C.A.	0.00	5,646.10	
	100-2050-7057-0000		ERICA		5,646.10	
			SITE SPACE, INDIO HILL, E.R.I.C.			
1518	FLYERS ENERGY	04/25/2019	Regular	0.00	1,813.33	101818
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
CFS-1894987	Invoice	04/24/2019	FUEL CARDS	0.00	1,813.33	
	750-7000-7050-0000		FUEL		0.66	
	750-7100-7050-0000		FUEL		279.84	
	750-7200-7050-0000		FUEL		1,469.37	
	750-7300-7050-0000		FUEL		0.67	
	750-7400-7050-0000		FUEL		34.73	
	750-7600-7050-0000		FUEL		28.06	
1522	FOX OCCUPATIONAL	04/25/2019	Regular	0.00	465.00	101819
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
104709	Invoice	04/24/2019	HIRING COSTS	0.00	465.00	
	100-1240-6050-0000		RECRUITMENT AND HIRI		465.00	
			HIRING COSTS			
1624	HIGH TECH IRRIGATION, INC.	04/25/2019	Regular	0.00	751.04	101820
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
581261	Invoice	04/24/2019	DEPT SUPPLIES	0.00	751.04	
	100-6050-7070-0000		SPECIAL DEPT SUPPLIES		751.04	
			DEPT SUPPLIES			
1632	HOME DEPOT/CREDIT SERVICES	04/25/2019	Regular	0.00	8,864.79	101821
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1011905	Invoice	04/24/2019	DEPARTMENT SUPPLIES - STREETS	0.00	349.08	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES		349.08	
			DEPARTMENT SUPPLIES - STREE			

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1014404	Invoice 100-6000-7085-6045	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT- COMMUNI	0.00	31.17	
1020836	Invoice 100-6000-7085-6060	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT- 713 W 4TH	0.00	183.52	
1020840	Invoice 100-6000-7085-6048	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POOL	0.00	283.60	
11931	Invoice 100-6000-7085-6048	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POOL	0.00	208.39	
14462	Invoice 100-6000-7085-0000	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BUILDING SUPPLIES/MAI	0.00	38.73	
14463	Invoice 100-6000-7085-6040	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POLICE DE	0.00	24.16	
14464	Invoice 100-6000-7085-6048	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POOL	0.00	88.32	
14495	Invoice 100-6000-7085-0000	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BUILDING SUPPLIES/MAI	0.00	43.07	
14496	Invoice 100-6000-7085-6040	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POLICE DE	0.00	59.90	
14547	Invoice 100-6000-7085-6048	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POOL	0.00	169.59	
1582312	Invoice 100-6000-7085-0000	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BUILDING SUPPLIES/MAI	0.00	60.02	
1590395	Invoice 100-6000-7085-0000	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BUILDING SUPPLIES/MAI	0.00	27.92	
1590396	Invoice 100-6000-7085-6040	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POLICE DE	0.00	153.59	
171178	Credit Memo 100-6000-7085-6040	04/24/2019	RETURNED GOODS BLDG MAINT - POLICE DE	0.00	-5.36	
2014265	Invoice 100-6000-7085-6040	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POLICE DE	0.00	134.54	
2014266	Invoice 100-6000-7085-6040	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POLICE DE	0.00	222.21	
20985	Invoice 100-6000-7085-6025	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - CITY HALL	0.00	52.80	
20986	Invoice 100-6000-7085-6055	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT- FIRE STATIO	0.00	47.37	
20987	Invoice 100-6000-7085-6027	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - CITY HALL	0.00	41.96	
3010140	Invoice 100-6050-7090-0000	04/24/2019	BUILDING SUPPLIES & MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	389.33	
3010179	Invoice 100-6000-7085-6048	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POOL	0.00	524.72	
3021977	Invoice 500-0000-8030-0000	04/24/2019	BUILDING SUPPLIES & MAINTENANCE INFRASTRUCTURE IMPRO	0.00	77.00	
3100354	Invoice 100-2000-7070-0000	04/24/2019	BUILDING SUPPLIES & MAINTENANCE SPECIAL DEPT SUPPLIES	0.00	48.89	
3161455	Invoice 100-6000-7085-6040	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POLICE DE	0.00	277.84	
3170226	Credit Memo 100-6000-7085-6048	04/24/2019	RETURNED GOODS BLDG MAINT - POOL	0.00	-25.77	
3191650	Invoice 100-6000-7085-6045	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT- COMMUNI	0.00	66.81	

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3974225	Invoice 100-6000-7085-6048	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POOL	0.00	873.29	
3974242	Invoice 100-6000-7085-6048	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POOL	0.00	71.58	
4010012	Invoice 100-3250-7070-0000	04/24/2019	DEPARTMENT SUPPLIES - STREETS SPECIAL DEPT SUPPLIES	0.00	12.89	
4974178	Invoice 100-6000-7085-6048	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POOL	0.00	624.81	
5012565	Invoice 100-6000-7085-6048	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POOL	0.00	579.14	
5013886	Invoice 100-6000-7085-6040	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POLICE DE	0.00	11.17	
5021636	Invoice 100-6000-7085-6025	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - CITY HALL	0.00	11.22	
5021637	Invoice 100-6000-7085-6048	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POOL	0.00	48.88	
5022999	Invoice 700-4050-7070-0000	04/24/2019	DEPARTMENT SUPPLIES - SEWER SPECIAL DEPT SUPPLIES	0.00	197.44	
5053525	Invoice 100-6000-7085-6040	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POLICE DE	0.00	36.84	
6013776	Invoice 100-6000-7085-6040	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POLICE DE	0.00	186.14	
6013777	Invoice 100-6000-7085-0000	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BUILDING SUPPLIES/MAI	0.00	33.12	
6013780	Invoice 100-6000-7085-6040	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POLICE DE	0.00	10.96	
6021476	Invoice 500-0000-8030-0000	04/24/2019	BUILDING SUPPLIES & MAINTENANCE INFRASTRUCTURE IMPRO	0.00	74.44	
6120767	Invoice 100-6000-7085-6048	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POOL	0.00	56.15	
6165009	Credit Memo 500-0000-8030-0000	04/24/2019	RETURNED GOODS INFRASTRUCTURE IMPRO	0.00	-17.42	
7013621	Invoice 100-6000-7085-6048	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POOL	0.00	1,109.97	
7590071	Invoice 100-6000-7085-0000	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BUILDING SUPPLIES/MAI	0.00	60.76	
8014705	Invoice 100-6000-7085-6048	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POOL	0.00	118.71	
8686749	Invoice 100-6000-7085-6045	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT- COMMUNI	0.00	74.51	
8902061	Invoice 100-6000-7085-6045	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT- COMMUNI	0.00	68.35	
9014661	Invoice 700-4050-7070-0000	04/24/2019	DEPARTMENT SUPPLIES - SEWER SPECIAL DEPT SUPPLIES	0.00	123.05	
9021107	Invoice 100-6000-7085-6048	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POOL	0.00	449.94	
9022451	Invoice 100-6000-7085-6048	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POOL	0.00	321.10	
9023853	Invoice 100-3250-7070-0000	04/24/2019	DEPARTMENT SUPPLIES - STREETS SPECIAL DEPT SUPPLIES	0.00	96.30	
9052580	Invoice 100-6000-7085-6060	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT- 713 W 4TH	0.00	43.09	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>9590491</u>	Invoice	04/24/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	14.96	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE		14.96	
	Void	04/25/2019	Regular	0.00	0.00	101822
	Void	04/25/2019	Regular	0.00	0.00	101823
	Void	04/25/2019	Regular	0.00	0.00	101824
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	04/25/2019	Regular	0.00	1,038.64	101825
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>31874</u>	Invoice	04/24/2019	Huntington Transcription Services	0.00	1,038.64	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		1,038.64	
1657	IN GEAR TECHNOLOGY	04/25/2019	Regular	0.00	100.09	101826
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>6176</u>	Invoice	04/24/2019	VEHICLE MAINTENANCE	0.00	100.09	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		100.09	
3607	JOHN JAMES	04/25/2019	Regular	0.00	500.00	101827
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>RCT 890709</u>	Invoice	04/24/2019	DEPOSIT REFUND	0.00	500.00	
	<u>100-0000-4590-0000</u>		BUILDING RENTAL		500.00	
3608	JULIAN JONES	04/25/2019	Regular	0.00	893.80	101828
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>05-014679-02</u>	Invoice	04/24/2019	REIMBURSE LARGE CREDIT ON SEWER & A/R - UTILITIES	0.00	893.80	
	<u>100-0000-1400-0000</u>		REIMBURSE LARGE CREDIT ON S		893.80	
2908	JULIO MARTINEZ	04/25/2019	Regular	0.00	82.36	101829
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>03/28/19</u>	Invoice	04/24/2019	REIMBURSEMENT FOR MEETING EXPENS LOCAL MEETINGS	0.00	82.36	
	<u>100-1050-7035-0000</u>		REIMBURSEMENT FOR MEETIN		82.36	
3223	JWC ENVIRONMENTAL INC	04/25/2019	Regular	0.00	5,387.50	101830
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>96789</u>	Invoice	04/24/2019	WASHER/COMPACTOR	0.00	5,387.50	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT		5,387.50	
1777	KAREE KEYSER	04/25/2019	Regular	0.00	60.00	101831
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>RCT 19-111759</u>	Invoice	04/24/2019	REIMBURSEMENT FOR NOTARY FILING FE TRAVEL, EDUCATION, TRA	0.00	60.00	
	<u>100-1225-7066-0000</u>		REIMBURSEMENT FOR NOTARY		60.00	
3036	KIMLEY-HORN AND ASSOCIATES, INC	04/25/2019	Regular	0.00	10,614.16	101832
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>194018001-0219</u>	Invoice	04/24/2019	PENNSYLVANIA AVE INTERCHANGE IMPR CONTRACTUAL SERVICE	0.00	3,863.50	
	<u>500-0000-7068-0000</u>		PENNSYLVANIA AVE INTERCHAN		3,863.50	
<u>194018002-0219</u>	Invoice	04/24/2019	PENNSYLVANIA AVE WIDENING CONTRACTUAL SERVICE	0.00	6,750.66	
	<u>500-0000-7068-0000</u>		PENNSYLVANIA AVE WIDENING		6,750.66	
3247	KOA CORPORATION	04/25/2019	Regular	0.00	10,670.00	101833

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
JB74058x8	Invoice	04/24/2019	California Grade Sep Engineering Design S	0.00	10,670.00	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		10,670.00	
3566	LAMAR COMPANIES	04/25/2019	Regular	0.00	1,500.00	101834
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>110130693</u>	Invoice	04/24/2019	ADVERTISING EXPENSE	0.00	1,500.00	
	<u>750-7600-7020-0000</u>		ADVERTISING		1,500.00	
1842	LEAGUE OF CALIFORNIA CITIES	04/25/2019	Regular	0.00	80.00	101835
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2314</u>	Invoice	04/24/2019	RIVERSIDE COUNTY DIVISION MEETING 0	0.00	80.00	
	<u>100-1200-7035-0000</u>		LOCAL MEETINGS		80.00	
3609	LENORA COLICE	04/25/2019	Regular	0.00	45.00	101836
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>RCT 892735</u>	Invoice	04/24/2019	DEPOSIT REFUND	0.00	45.00	
	<u>100-0000-4590-0000</u>		BUILDING RENTAL		45.00	
1850	LESLIE'S SWIMMING POOL SUPPLIES	04/25/2019	Regular	0.00	271.51	101837
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>01062-02-000717</u>	Invoice	04/24/2019	EQUIPMENT MAINTENANCE	0.00	271.51	
	<u>100-6150-7090-0000</u>		EQUIPMENT SUPPLIES/M		271.51	
1853	LEWIS BRISBOIS BISGAARD & SMITH LLP	04/25/2019	Regular	0.00	10,020.12	101838
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2151840 CHECK 2</u>	Invoice	04/24/2019	LEGAL SERVICES	0.00	14.17	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		14.17	
<u>2151841 CHECK 2</u>	Invoice	04/24/2019	LEGAL SERVICES	0.00	1,259.93	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		1,259.93	
<u>2173430 CHECK 2</u>	Invoice	04/24/2019	LEGAL SERVICES	0.00	41.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		41.00	
<u>2235312 CHECK 2</u>	Invoice	04/24/2019	LEGAL SERVICES	0.00	368.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		368.00	
<u>2239236 CHECK 2</u>	Invoice	04/24/2019	LEGAL SERVICES	0.00	5,022.50	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		5,022.50	
<u>2260413 CHECK 2</u>	Invoice	04/24/2019	LEGAL SERVICES	0.00	82.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		82.00	
<u>2268913 CHECK 2</u>	Invoice	04/24/2019	LEGAL SERVICES	0.00	2,915.02	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		2,915.02	
<u>2302928 CHECK 2</u>	Invoice	04/24/2019	LEGAL SERVICES	0.00	112.50	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		112.50	
<u>2306178</u>	Invoice	04/24/2019	LEGAL SERVICES	0.00	205.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		205.00	
1874	LLOYD WHITE	04/25/2019	Regular	0.00	111.20	101839
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>03/29/19</u>	Invoice	04/24/2019	REIMBURSEMENT FOR MEETING EXPENSE	0.00	111.20	
	<u>100-1050-7035-0000</u>		LOCAL MEETINGS		111.20	
3610	LYNN BROUSSEAW	04/25/2019	Regular	0.00	40.00	101840

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT 883453	Invoice 100-0000-4590-0000	04/24/2019	DEPOSIT REFUND BUILDING RENTAL	DEPOSIT REFUND	0.00 40.00	40.00
1895	M BREY ELECTRIC INC	04/25/2019	Regular	0.00	245.00	101841
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
4971	Invoice 700-4050-7090-06A1	04/24/2019	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE	0.00 245.00	245.00
3530	MOBILE HOMES ACCEPTANCE CORP	04/25/2019	Regular	0.00	425.61	101842
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
214001	Invoice 700-4050-7075-0000	04/24/2019	EQUIPMENT RENTAL EQUIPMENT LEASING/RE	EQUIPMENT RENTAL	0.00 425.61	425.61
1967	MORONGO BAND OF MISSION INDIANS	04/25/2019	Regular	0.00	16,157.12	101843
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
2019-055	Invoice 710-0000-7068-0000 710-0000-7068-0000	04/24/2019	PROFESSIONAL SERVICES CONTRACTUAL SERVICE	PROFESSIONAL SERVICES	0.00 1,942.32	3,884.65
2019-056	Invoice 710-0000-7068-0000 710-0000-7068-0000	04/24/2019	PROFESSIONAL SERVICES CONTRACTUAL SERVICE	PROFESSIONAL SERVICES	0.00 2,805.02	5,610.04
2019-057	Invoice 710-0000-7068-0000 710-0000-7068-0000	04/24/2019	PROFESSIONAL SERVICES CONTRACTUAL SERVICE	PROFESSIONAL SERVICES	0.00 1,953.38	3,906.75
2019-058	Invoice 710-0000-7068-0000 710-0000-7068-0000	04/24/2019	PROFESSIONAL SERVICES CONTRACTUAL SERVICE	PROFESSIONAL SERVICES	0.00 1,377.84	2,755.68
2011	OAK VALLEY CHEVRON	04/25/2019	Regular	0.00	540.00	101844
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
26 CHECK 2	Invoice 100-2050-7037-0000	04/24/2019	VEHICLE MAINTENANCE, LOST 1ST CHECK VEHICLE MAINTENANCE	VEHICLE MAINTENANCE, LOST 1	0.00 65.00	65.00
33 CHECK 2	Invoice 100-2050-7037-0000	04/24/2019	VEHICLE MAINTENANCE, LOST 1ST CHECK VEHICLE MAINTENANCE	VEHICLE MAINTENANCE, LOST 1	0.00 90.00	90.00
34	Invoice 100-2050-7037-0000	04/24/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	0.00 45.00	45.00
35	Invoice 100-2050-7037-0000	04/24/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	0.00 60.00	60.00
36	Invoice 100-2050-7037-0000	04/24/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	0.00 35.00	35.00
37	Invoice 100-2050-7037-0000	04/24/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	0.00 50.00	50.00
38	Invoice 100-2050-7037-0000	04/24/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	0.00 75.00	75.00
39	Invoice 100-2050-7037-0000	04/24/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	0.00 35.00	35.00
40	Invoice 100-2050-7037-0000	04/24/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	0.00 85.00	85.00
2009	O'REILLY AUTO PARTS	04/25/2019	Regular	0.00	72.02	101845

Check Report

Date Range: 04/19/2019 - 04/25/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2678-183088	Invoice 700-4050-7037-0000	04/24/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	72.02 72.02	
2061	PICKLEBALL CENTRAL Payable Type	04/25/2019	Regular	0.00	114.20	101846
274990	Invoice 100-6050-7070-5750	04/24/2019	DEPT SUPPLIES SPECIAL DEPT SUPPLIES (0.00	114.20 114.20	
3555	PLUMBERS DEPOT INC. Payable Type	04/25/2019	Regular	0.00	3,299.31	101847
PD-41591	Invoice 700-4050-7070-0000	04/24/2019	DEPARTMENT SUPPLIES - SEWER SPECIAL DEPT SUPPLIES	0.00	3,299.31 3,299.31	
2072	POLYDYNE, INC. Payable Type	04/25/2019	Regular	0.00	5,745.57	101848
1340485	Invoice 700-4050-7070-0000	04/24/2019	CHEMICALS & SUPPLIES SPECIAL DEPT SUPPLIES	0.00	5,745.57 5,745.57	
2074	PRE-PAID LEGAL SERVICES INC Payable Type	04/25/2019	Regular	0.00	741.20	101849
PD 03/01/19-03/	Invoice 100-0000-2045-0000 100-0000-4825-0000	04/24/2019	EMPLOYEE OPTIONAL BENEFIT PRE PAID LEGAL MISCELLANEOUS REVENU	0.00	741.20 741.26 -0.06	
2098	QUILL CORPORATON Payable Type	04/25/2019	Regular	0.00	104.95	101850
6379924	Invoice 100-1150-7025-0000 100-1200-7025-0000	04/24/2019	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	0.00	72.54 12.33 60.21	
6417322	Invoice 100-1150-7025-0000	04/24/2019	OFFICE SUPPLIES OFFICE SUPPLIES	0.00	32.41 32.41	
2107	RANDALL K. PHILLIPS PHOTOGRAPHY Payable Type	04/25/2019	Regular	0.00	351.00	101851
03/06/19	Invoice 100-1200-7070-0000	04/24/2019	PROFESSIONAL SERVICES SPECIAL DEPT SUPPLIES	0.00	351.00 351.00	
2135	RESOURCE BUILDING MATERIALS Payable Type	04/25/2019	Regular	0.00	426.69	101852
2589433	Invoice 100-3250-7070-0000	04/24/2019	DEPARTMENT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	426.69 426.69	
3612	SANDRA VELDUIZEN Payable Type	04/25/2019	Regular	0.00	105.00	101853
RCT 889849	Invoice 100-0000-4590-0000	04/24/2019	DEPOSIT REFUND BUILDING RENTAL	0.00	105.00 105.00	
2257	SCOTT FAZEKAS & ASSOCIATES, INC.	04/25/2019	Regular	0.00	4,601.60	101854

Check Report

Date Range: 04/19/2019 - 04/25/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
20596	Invoice 100-2150-7063-0000	04/24/2019	PLAN CHECK SERVICES PLAN CHECK FEES	0.00	4,601.60	
2267	SGP DESIGN AND PRINT	04/25/2019	Regular	0.00	1,094.57	101855
11018	Invoice 100-1200-7070-0000	04/24/2019	DEPARTMENT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	1,094.57	
2291	SIOMARA GIROUX	04/25/2019	Regular	0.00	51.22	101856
04/16/19	Invoice 100-6000-7085-6040	04/24/2019	REIMBURSEMENT FOR BRIEFING ROOM R BLDG MAINT - POLICE DE	0.00	51.22	
2345	STATER BROS MARKETS	04/25/2019	Regular	0.00	62.64	101857
S962229	Invoice 100-1550-7070-0000	04/24/2019	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	48.12	
S965339	Invoice 100-1550-7070-0000	04/24/2019	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	14.52	
3611	STEPHANIE PENA	04/25/2019	Regular	0.00	40.00	101858
RCT 895603	Invoice 100-0000-4590-0000	04/24/2019	DEPOSIT REFUND BUILDING RENTAL	0.00	40.00	
2395	TERMINIX COMMERCIAL	04/25/2019	Regular	0.00	200.00	101859
384274397	Invoice 100-6000-7085-6040	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POLICE DE	0.00	75.00	
384808072	Invoice 100-6000-7085-6025	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - CITY HALL	0.00	125.00	
3321	TESLA ENERGY	04/25/2019	Regular	0.00	150.41	101860
BLDR2018-4030	Invoice 100-0000-4310-0000	04/24/2019	80% REFUND OF PERMIT FEE DUE TO CAN BUILDING PERMITS AND I	0.00	150.41	
2405	THE COUNSELING TEAM	04/25/2019	Regular	0.00	300.00	101861
71897	Invoice 100-1240-7068-0000	04/24/2019	PROFESSIONAL SERVICES CONTRACTUAL SERVICES	0.00	300.00	
2865	THE SASH COMPANY	04/25/2019	Regular	0.00	278.39	101862
SC-1908723	Invoice 100-1550-7040-0000	04/24/2019	PAGEANT SUPPLIES RECREATION PROGRAMS	0.00	278.39	
2435	TLMA ADMINISTRATION COUNTY OF RIV	04/25/2019	Regular	0.00	309.07	101863

Check Report

Date Range: 04/19/2019 - 04/25/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TL0000014645	Invoice 100-3250-7068-0000	04/24/2019	TRAFFIC SIGNALS CONTRACTUAL SERVICES	TRAFFIC SIGNALS	0.00 309.07	309.07
2442	TOP-LINE INDUSTRIAL SUPPLY	04/25/2019	Regular	0.00	111.15	101864
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
411457	Invoice 100-6050-7090-0000	04/24/2019	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE	0.00 111.15	111.15
2873	TPX COMMUNICATIONS	04/25/2019	Regular	0.00	441.80	101865
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
115543127-0	Invoice 100-1230-7015-6040	04/24/2019	PHONE UTILITY TELEPHONE (POLICE DPT)	PHONE UTILITY	0.00 441.80	441.80
3095	TRENCH SHORING COMPANY	04/25/2019	Regular	0.00	462.00	101866
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1165527-0001	Invoice 100-3250-7075-0000	04/24/2019	EQUIPMENT RENTAL - STREETS EQUIPMENT LEASING/RE	EQUIPMENT RENTAL - STREETS	0.00 462.00	462.00
2456	TURF STAR, INC.	04/25/2019	Regular	0.00	412.86	101867
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
7053457-00	Invoice 100-6050-7090-0000	04/24/2019	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE	0.00 307.15	307.15
7053457-01	Invoice 100-6050-7090-0000	04/24/2019	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE	0.00 105.71	105.71
2457	TYLER WORKS - TECHNOLOGIES	04/25/2019	Regular	0.00	8,762.50	101868
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
025-254605	Invoice 100-1230-7071-0000	04/24/2019	INSITE TRANSACTION FEES - UTILITY BILLI SOFTWARE	INSITE TRANSACTION FEES - UTI	0.00 8,762.50	8,762.50
2518	VULCAN MATERIALS	04/25/2019	Regular	0.00	983.47	101869
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
72153659	Invoice 100-3250-7070-0000	04/24/2019	ASPHALT - STREETS SPECIAL DEPT SUPPLIES	ASPHALT - STREETS	0.00 509.84	509.84
72155075	Invoice 100-3250-7070-0000	04/24/2019	ASPHALT - STREETS SPECIAL DEPT SUPPLIES	ASPHALT - STREETS	0.00 360.71	360.71
72157938	Invoice 100-3250-7070-0000	04/24/2019	ASPHALT - STREETS SPECIAL DEPT SUPPLIES	ASPHALT - STREETS	0.00 112.92	112.92
2520	WALMART	04/25/2019	Regular	0.00	40.13	101870
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
P9273002501RV	Invoice 100-1550-7040-0000	04/24/2019	DAY CAMP SUPPLIES RECREATION PROGRAMS	DAY CAMP SUPPLIES	0.00 40.13	40.13
3422	WAXIE SANITARY SUPPLY	04/25/2019	Regular	0.00	1,014.13	101871
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
78163012	Invoice 100-6000-7085-6045	04/24/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT- COMMUNI	BUILDING SUPPLIES & MAINTEN	0.00 1,014.13	1,014.13
3571	ZAP PRINTING, INC	04/25/2019	Regular	0.00	441.78	101872

Check Report

Date Range: 04/19/2019 - 04/25/2019

Vendor Number
Payable #

Vendor Name
Payable Type
Account Number
Invoice
500-0000-8014-0000

Post Date	Payment Date	Payment Type	Payable Description	Account Name	Item Description
04/24/2019			PLUNGE IMPROVEMENTS		
			BUILDING IMPROVEMEN		PLUNGE IMPROVEMENTS

Discount Amount	Payment Amount	Number
0.00	441.78	
	441.78	

66790

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	201	75	0.00	163,944.94
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	21	4	0.00	1,251,496.37
	222	83	0.00	1,415,441.31

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	201	75	0.00	163,944.94
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	21	4	0.00	1,251,496.37
	222	83	0.00	1,415,441.31

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	4/2019	1,415,441.31
			1,415,441.31



Canceled Payables

Vendor Set: 01 - Vendor Set 01

Bank: APBNK - AP Bank

Vendor Number	Vendor Name				Total Vendor Amount
<u>1853</u>	LEWIS BRISBOIS BISGAARD & SMITH LLP				-9,815.12
Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
Check	<u>101471</u>	03/21/2019	03/21/2019	03/20/2019	-9,815.12
Payable Number:	Description	Payable Date	Due Date		Payable Amount
<u>2151840-R</u>	LEGAL FEES	08/10/2018	03/20/2019		14.17
<u>2151841-R</u>	LEGAL DUES	08/10/2018	03/20/2019		1,259.93
<u>2173430-R</u>	LEGAL FEES	09/18/2018	03/20/2019		41.00
<u>2235312-R</u>	LEGAL DUES	11/30/2018	03/20/2019		368.00
<u>2239236-R</u>	LEGAL FEES	12/13/2018	03/20/2019		5,022.50
<u>2260413-R</u>	LEGAL FEES	01/14/2019	03/20/2019		82.00
<u>2268913-R</u>	LEGAL DUES	01/23/2019	03/20/2019		2,915.02
<u>2302928-R</u>	LEGAL FEES	02/28/2019	03/20/2019		112.50

Bank Code Summary

Bank Code	Canceled Payables	Payables Left To Pay Again	Total
APBNK	-9,815.12	0.00	-9,815.12
Report Total:	-9,815.12	0.00	-9,815.12



Minutes
City Council Meeting
Tuesday, April 16, 2019
Council Chambers
550 E 6th St. Beaumont, Ca
Closed Session: 5:00 PM
Regular Session: 6:00 PM

CLOSED SESSION

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

CALL TO ORDER at 5:00 p.m.

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

1. Public Comments Regarding Closed Session
None.
2. Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) & (e)(1)
Special Legal Counsel: Eric S. Vail; Burke, Williams & Sorensen, LLP - One (1) Item
No reportable action.
3. Conference with Legal Counsel Regarding Pending Litigation Pursuant to Government Code Section 54956.9(d)(1) (One Case: Beaumont adv: Urban Logic Riv Case No. 1707201)
No reportable action.

Adjourn to Closed Session

REGULAR SESSION

CALL TO ORDER at 6:05 p.m.

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

Report out from Closed Session: *see above*

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

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

Pledge of Allegiance

Approval/Adjustments to Agenda: **None**

Conflict of Interest Disclosure: **Mayor Martinez will recuse himself for item 17. Council Member White will recuse himself for item 18.**

ANNOUNCEMENTS/RECOGNITIONS/PROCLAMATIONS/CORRESPONDENCE

1. Mental Health Month Proclamation

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

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

Public Comment opened at 6:12

N. Poelstra – *Representing the Beaumont Mountain Bike Team, shared with Council their recent maintenance done in Bogart Park.*

E. Rutherford – *Gave an update of the Beaumont Mountain Bike Team.*

E. Mazzei – *Made Council aware of an issue of vendors on vacant property.*

Armenta – *Spoke regarding transparency and the bidding process of waste hauling services*

R. Berg – *Thanked Council for the care of trees on Beaumont Ave, has concerns of a recent Facebook post, the quality of our current street sweeper, and the traffic congestion at 6th St and Viele.*

Public Comment closed at 6:25 p.m.

CONSENT CALENDAR

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

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

2. Ratification of Warrants dated March 28, 2019
3. Approval of Minutes dated April 2, 2019
4. Performance Bond Acceptance for Lassen Development
5. Tentative Tract Map 33680 (East Olive Avenue south of Lana Way) One-Year Time Extension
6. City Approval of Change Order No. 6 for the Wastewater Treatment Plant Upgrade/Expansion Project for EDI Fine/Coarse Bubble Diffuser Equipment in the Amount Not to Exceed \$24,298

7. City Council Approval of Change Order No. 6 with WEKA, Inc. for Changes and Modifications to Brine Line Installation on 4th Street and Potrero Rd. in an Amount not to Exceed \$12,821.87 and Approval of Change Order No. 7 with T.E. Roberts, Inc., for Unknown Utility Crossings and Associated Potholing in an Amount not to Exceed \$14,300

Motion by Council Member White

Second by Council Member Lara

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

Mayor Martinez

To approve the Consent Calendar

PUBLIC HEARINGS

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

8. Continue the Public Hearing from March 19, 2019, and Consider an Amendment to Table 17.03-3 Permitted Uses in Base Zone and Table 17.03-4 Permitted Uses in Overlay Zone Districts

Public Hearing opened at 6:37 p.m.

Public Hearing closed at 6:53 p.m.

Motion by Council Member White

Second by Mayor Pro Tem Santos

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

Mayor Martinez

To consider "An Ordinance of the City Council of the City of Beaumont, California Amending Table 17.03-3 'Permitted Uses for Base Zone Districts' and Table 17.03-4 'Permitted Uses for Overlay Zone Districts' within Chapter 17 'Zoning of the Beaumont Municipal Code' with instruction to staff to bring back an item to provide direction to the planning commission as to the hours of operation.

Approved by a unanimous vote.

ACTION ITEMS

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

9. Economic Development Committee - Member Appointments

Motion by Council Member White

Second by Council Member Lara

Council Member White

Council Member Lara

- Council Member Carroll
- Mayor Pro Tem Santos
- Mayor Martinez

**To appoint Dr. Ebon Brown and Rob Moran to the Economic Development Committee.
Approved by a unanimous vote.**

10. Bill of Sale Between the City of Beaumont and Pardee Homes for the Conveyance of a Building and Related Improvements Located at 1580 E 8th Street to the City of Beaumont

Public comment opened at 6:58

R. Berg – Gave his interpretation of the anticipated use of the Pardee building when it was built in 2004, and would like other considerations of the building rather than a police sub-station.

Public comment closed at 7:04 p.m.

Motion by Council Member Carroll

Second by Council Member White

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

To acceptance of the bill of sale and authorize City staff to proceed with the preparation of the building for City operations.

Approved by unanimous vote.

11. Presentation on Current and Proposed Housing Legislation, Its Impacts on the City of Beaumont and Direction to City Staff to Establish a Position

Motion by Council Member White

Second by Council Member Lara

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

Authorize staff to submit a letter stating the City's official position on the Governor's trailer bill.

Approved by a unanimous vote.

12. Schedule the Time, Date and Place for a Joint Workshop between the Beaumont Cherry Valley Water District Board and the Beaumont City Council

Motion by Council Member White

Second by Council Member Lara

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

To confirm the time, date, and place for a joint meeting of the District and the City regarding the MOU between the agencies as it relates to the delivery of recycled water from the City to the District for:

Time: 6 p.m.

Date: Thursday, April 25, 2019

Place: Beaumont Cherry Valley Water District
Board Chambers
560 Magnolia Ave.
Beaumont, Ca 92223

13. Consider Adopting a List of Projects Funded by SB 1: The Road Repair and Accountability Act

Motion by Council Member White

Second by Mayor Pro Tem Santos

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

To waive the full reading and approve by the title only, "A Resolution of the City Council of the City of Beaumont to Adopt a List of Projects Funded by SB 1: The Road Repair and Accountability Act."

Approved by a unanimous vote.

14. Approve Professional Services Agreement to Michael Baker International for Design Services of Beaumont Avenue Rehabilitation and Annual Slurry Seal Project in the Amount Not to Exceed \$102,270 and Authorize the City Manager to Sign Change Orders up to an Additional \$20,000 for a Total Not to Exceed Contract of \$122,270

Motion by Council Member White

Second by Council Member Lara

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

To award professional services agreement to MBI for design services of Beaumont Avenue Rehabilitation and Annual Slurry Seal Project in the amount not to exceed

\$102,270 and authorize the City Manager to sign change orders up to an additional \$20,000 for a total not to exceed \$122,270.

Approved by a unanimous vote.

15. Approve a Professional Services Agreement with Burrtec Waste Industries, Inc., to Provide Sludge Hauling Services for the Wastewater Treatment Plant in the Amount not to Exceed \$486,760 Per Year

City Attorney Bob Patterson recused himself for this item.

Motion by Council Member White

Second by Mayor Pro Tem Santos

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

Mayor Martinez

To approve a professional services agreement with Burrtec Waste Industries, Inc., to provide sludge hauling services for the Wastewater Treatment Plant in the amount not exceed \$486,760 per year.

Approved by a unanimous vote.

16. Discussion Regarding Wireless Telecommunications Facilities within the City

Public comment opened at 8:57 p.m.

H. Kulde – Spoke in favor of 5G technology in residential areas.

D. Jones – Concerns regarding connectivity in the City and spoke in favor of 5G in inconspicuous areas all throughout Beaumont, not just commercial.

G. Stull – Spoke in favor of 5G technology in the City.

Public comment closed at 9:03 p.m.

Direction given to staff in regards to research of wireless telecommunication facilities including 5G.

17. Reimbursement of Travel Expenses to Mayor Julio Martinez

Mayor Martinez recused himself for this item

Motion by Council Member White

Second by Council Member Lara

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

recused **Mayor Martinez**

To approve the reimbursement request in the amount of \$82.36.

Approved by a 4-0 vote

18. Reimbursement of Travel Expenses to Council Member Lloyd White
Council Member White recused himself for this item.
Motion by Council Member Lara
Second by Mayor Pro Tem Santos
recused Council Member White
✓ Council Member Lara
✓ Council Member Carroll
✓ Mayor Pro Tem Santos
✓ Mayor Martinez
To approve reimbursement request in the amount of \$111.20.
Approved by a 4-0 vote.
19. Approval of City Attorney Invoices for the Month of March 2019
City Attorney Patterson recused himself for this item.
Motion by Council Member Lara
Second by Council Member White
✓ Council Member White
✓ Council Member Lara
✓ Council Member Carroll
✓ Mayor Pro Tem Santos
✓ Mayor Martinez
To approve invoices in the amount of \$150,305.24.
Approved by a unanimous vote.
20. Legislative Updates and Discussion
Discussion and presentation given by Townsend Public Affairs

COUNCIL REPORTS

- **Carroll** – No report
- **Lara** – No report
- **Martinez** – Attended the Mayor's Breakfast, met with CJ Foods, attended the 2x2 Water Re-Use Committee, the Brookside Talent Show, the AYSO Cherry Cup, thanked everyone involved in the Every 15 Minute program.
- **Santos** – No report
- **White** – Attended the AYSO Cherry Cup, and announced the upcoming LEAC ceremony.

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee report out.

CITY TREASURER REPORT

No report.

CITY CLERK REPORT

Reported on current public records requests.

CITY ATTORNEY REPORT

No report.

CITY MANAGER REPORT

No report.

FUTURE AGENDA ITEMS

- Street vendor issue
- Level of service

ADJOURNMENT

Adjournment of the City Council of the April 16, 2019 Meeting at 9:47 p.m.

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, May 7, 2019, at 5:00 p.m. or thereafter as noted on the posted Agenda for Closed Session items in the City Council Board Room No. 5, followed by the regular meeting at 6:00 p.m. or thereafter as noted on the posted Agenda at City Hall.

Beaumont City Hall – Online www.BeaumontCa.gov



MINUTES
City Council Meeting
Monday, April 22, 2019
Council Chambers
550 E 6th St. Beaumont, Ca
Closed Session: 5:00 PM
Regular Session: 6:00 PM

CLOSED SESSION

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

CALL TO ORDER at 5:01 p.m.

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

1. Public Comments Regarding Closed Session
No speakers.
2. Conference with Real property Negotiator Pursuant to Government Code Section 54956.8 for Property Known as Vacant Land APN 417-110-018. Agency Negotiator: City Manager Todd Parton or his Designee. Negotiating Parties: City of Beaumont and V4B LLC. Under Negotiation: Price and Terms.
No reportable action.

Adjourn to Closed Session

Report out from Closed Session: **See above**

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

Adjournment of the City Council of the April 22, 2019 Special Meeting at 5:59p.m.

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, May 7, 2019, at 5:00 p.m. or thereafter as noted on the posted Agenda for Closed Session items in the City Council Board Room No. 5, followed by the regular meeting at 6:00 p.m. or thereafter as noted on the posted Agenda at City Hall.

Staff Report

TO: Mayor and Council Members
FROM: Todd Parton, City Manager
DATE: May 7, 2019
SUBJECT: Request of Rental Fee Waiver – Kiwanis Club of Beaumont

Background and Analysis:

The Kiwanis Club of Beaumont has submitted a request for consideration of waiving rental fees for their regional meeting to elect a Regional Trustee, with club representatives attending from Riverside and San Bernardino counties. The event is scheduled to be held in the Beaumont Civic Center gymnasium on Saturday, May 18, 2019, from 9:00am-1:00pm.

Attached is their facility use permit application and their formal letter of request for consideration (Attachment 1). The fees consist of \$240 in facility use and \$100 in costs to staff the building during the event.

Fiscal Impact:

\$340 in rental fees to be waived.

Finance Director Review: 

Recommendation:

1. Consider the fee waiver request from the Kiwanis Club of Beaumont in the amount of \$340.

City Manager Review: 



CITY OF BEAUMONT
 1310 Oak Valley Pkwy
 Phone (951) 769-8524
 BeaumontCa.gov

FACILITY RENTAL APPLICATION

Location:

CHATIGNY REC CENTER CIVIC CENTER Room(s) number: GYM

Date(s) of Use: MAY 18, 2019 Period of use: One Time Weekly Monthly
 Other: _____

Open Building: 9:00 am/pm Close Building: 2:00 am/pm

Starting Time: 9:00 am/pm Ending Time: 2:00 am/pm

Equipment Needed for Meeting/Usage: Chairs Tables Other: _____

Name of Organization/Group: KIWANIS CLUB OF BEAUMONT

Purpose of Meeting/Usage: KIWANIS DIVISION MEETING

Expected Attendance: 50 Open to the Public? Yes No

ALL PERSONS UTILIZING CITY FACILITIES SHALL ABIDE BY ALL CITY RULES AND ORDINANCES INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

1. Applicant is responsible for leaving facilities in the same conditions as received: for cleanliness; and turning off all utilities.
2. It is understood and agreed that the applicant shall be solely responsible for the activities conducted by it or subject to its controls, and applicant agrees to and does here hold the City harmless from any and all liability or alleged liability arising out of, or in any way related to, the activities by said applicant: and in the event suit is brought arising out of any such activities, applicant will defend the City and pay any and all attorney fees and Court cost incurred in such suit.
3. Alcohol is not permitted in the Civic Center/CRC facilities unless you have provided proof of security. Security guards must be present entire time alcohol is being served.
4. Night and weekend use of the Beaumont Facilities will be by special arrangement only, with additional payment required for a City employee to be present in the building for the full length of your use.
5. A cleaning and damage deposit is required.
6. Events at the CRC that use the overflow parking lot at night will be required to rent a light tower for their event. The light must be turned off by 10pm.

Special Notes: _____



CITY OF BEAUMONT
1310 Oak Valley Pkwy
Phone (951) 769-8524
BeaumontCa.gov

FACILITY RENTAL APPLICATION

Print Name: WALTER (BUZZ) DOPF
Street Address: 1505 BELTERRA City: BEAUMONT
Zip: 92223 Telephone: 909-208-0880 Date: 4-15-19

Walt Dopf
Signature of Person Responsible (must be 18 years of age)

****The City reserves the right to revoke this permit at any time****

YOUR DEPOSIT IS REQUIRED TO RESERVE YOUR DATE. FEE BALANCE (IF APPLICABLE) WILL BE DUE AT TIME OF KEY PICK UP - CHECK OR CREDIT CARDS ONLY.

Please initial to accept below terms:

Staff: (Civic Center, CRC)

WBD There will be a charge of \$20.00 per hour of use for a City employee to open the building, be present during your activity and to close the building when your activity is finished. **THIS EMPLOYEE IS NOT RESPONSIBLE FOR CLEAN UP.**

Deposit:

_____ A deposit to hold the facility is required of \$500.00 for the GYM: \$45.00 for the Meeting Rooms.

This deposit must be paid, and the application form submitted to reserve the date for your event

_____ \$500.00 cleaning deposit which is refundable when the facility is left clean and no damage occurs. If you do not clean the facility, and there are damages, your deposit will be retained to cover the cost, and you will be liable for any expenses incurred over and above the deposit paid. Cleaning includes the hallway and the restrooms.

Security Guards:

_____ Security Guards are required, the number to be determined by the Beaumont Police Department for Civic Center or CRC. (# of guards on all facility rentals are subject to approval by the Beaumont Police Department). Arrangements may be made with a private security firm. A copy of the contract must be provided to this office.

_____ **THE GUARD MUST BE LICENSED, BONDED AND IN UNIFORM.**

Alcoholic Beverages:

_____ Special arrangements can be made to sell alcohol in the Civic Center for nonprofit agencies with approval from the Community Service Department and /or the Chief of Police. **ALCOHOL IS NOT ALLOWED FOR PARTIES OF UNDER AGED PERSON(S) (21 & OLDER ONLY).**



CITY OF BEAUMONT
 1310 Oak Valley Pkwy
 Phone (951) 769-8524
 BeaumontCa.gov

FACILITY RENTAL APPLICATION

_____ If you plan to sell drinks, a one-day permit is required from ABC. You must first contact the Police Department for a letter to the ABC to obtain a permit. NOTE: ABC will not issue a permit to a private party, only nonprofit service clubs or organizations.

Decoration and Set-Up:

_____ Large events which may take longer to set up can make special arrangements beforehand. **If your event falls on a Saturday, and there is nothing scheduled in the gym on the Friday prior to the event, you may come in to set up between the hours of 8am-12pm for a flat rate of \$100.00.** You must be finished and out of the building by 12pm.

Chairs and Tables:

WDR The City has 150 - 200 chairs, and 25 6-foot tables. These are available free of charge. If additional are needed, you will need to rent them from another organization.

Special Events:

_____ By initialing you are stating you have read and are complying by all rules of the ordinance.

All Parties in the City facilities must end at 10:00p.m. There may be no alcohol served after this time. Everyone must be off the premises by 12:00am.

CANCELLATION:

_____ Should the applicant desire to cancel the facility reservation, notification of the cancellation must be received no later than two weeks prior to the scheduled event. Should cancellation notice not be received by this time limit, a \$100.00 cancellation fee will be charged and taken from the deposit paid.

-----STAFF USE ONLY----- Non-Prof Rate.
 Fees: \$120 for first 2 hrs + \$40 each add hr. 5 hrs. = \$240.
Heather Hamwood STAFF \$20 per hr. = \$100.
 Customer Service Coordinator Date: 4-15-19

 Community Services Director

Date: _____

Total \$340.00

Received by HH
 Date 4-15-19

Available: YES NO
 In Book: YES NO
 Staff Needed: YES NO

Kiwanis Club

Of Beaumont

Elizabeth Gibbs

The Kiwanis Club of Beaumont would like to have the fees waived for the use of the Civic Center Gym, on Saturday May 18, 2019. The Kiwanis Club will be hosting a regional meeting to elect a Regional Trustee, for clubs in Riverside and San Bernardino Counties. There will be approximately 50 people attending the event from 9:00am to 1:00pm. The gym and restrooms will be the only area used by the club. Club members will set up chairs and clean up after the meeting. This meeting is held every three years, and this will be the fifth time to use the gym for this event.

The four prior events the fees were waived. Bob Sherwood had his Saturday employee open the Civic Center and when the meeting concludes. I would call the city employee and he would secure the building.

If you have any questions please call me and let me know, as soon as possible on the outcome of the decision, you can call me at (909)208 0880 or Bdlbuzz@aol.com

Thank You

Buzz Dopf

Kiwanis Club of Beaumont

Staff Report

TO: Mayor and City Council Members
FROM: Elizabeth Gibbs, Community Services Director
Melana Taylor, Finance Director
DATE: May 7, 2019
SUBJECT: Approval of Costs Greater than \$25,000 – Doublemap Inc.

Background and Analysis:

The City of Beaumont's purchasing ordinance requires City Council approval for purchases greater than \$25,000 for goods and services.

Transit Services utilizes a program called Doublemap for real-time GPS tracking of busses, which includes a web-based interface and smart phone application for bus passengers. This software has been invaluable to the transit dependent residents of our community and we often hear accolades from the passengers about this great service that we provide.

In December 2013, the City administratively entered into an agreement with Doublemap Inc., for their service (Attachment 1). Staff has actively pursued other real-time tracking software for our passengers but has been unsuccessful in finding a suitable alternative software program thus far. Although contract termination is an option, it would be detrimental to the passengers that rely heavily on it to move about the community.

Attached are invoice Nos. 101905 and 103115 in a combined amount of \$30,962.45 (Exhibit A).

Fiscal Impact:

The Doublemap Inc., software service was included in the approved Transit Fund FY 2018-2019 budget under Account No. 750-7200-7071-0000.

Finance Director Review:  _____

Recommendation:

1. Approve Doublemap Inc., invoice Nos. 101905 and 103115 for \$30,962.45.

City Manager Review:  _____

Attachments:

- A. Doublemap invoices related to real-time GPS tracking of busses.

Exhibit A



Invoice #101905

From

DoubleMap, Inc.
429 N Pennsylvania St, Ste 401
Indianapolis, IN 46204-1816

FEIN: 45-3658717

Invoice Summary

Invoice Number 101905

Date 04/01/2019

Terms Net 30

Due Date 05/01/2019

Amount Due (USD) \$ 24,960.00

Bill To

City of Beaumont, CA
Elizabeth Gibbs
550 E SIXTH ST
BEAUMONT, CA 92223-2253
United States
egibbs@beaumontcares.com

Ship To

550 E SIXTH ST
BEAUMONT, CA 92223-2253
US

Item / Description

Quantity Rate Amount

DoubleMap:Subscription:Base System CAD/AVL

16 1196.66625 19,146.66

Subscription fee for the term starting 04/01/2018 and ending 03/31/2020. This invoice billing period is from 04/01/2019 through 03/31/2020.

DoubleMap:Subscription:DPC Reporting Subscription & Support

16 363.33375 5,813.34

Subscription fee for the term starting 04/01/2018 and ending 03/31/2020. This invoice billing period is from 04/01/2019 through 03/31/2020.

Amount Due (USD) \$ 24,960.00

For invoicing questions contact amber@doublemap.com.
Visit us at our [website!](#)

750-~~7200~~-7071
OH



Invoice #103115

From

DoubleMap, Inc.
429 N Pennsylvania St, Ste 401
Indianapolis, IN 46204-1816

FEIN: 45-3658717

Invoice Summary

Invoice Number 103115

Date 03/28/2019

Terms Net 26

Due Date 04/23/2019

Amount Due (USD) \$ 6,002.45

Bill To

City of Beaumont, CA
Elizabeth Gibbs
550 E SIXTH ST
BEAUMONT, CA 92223-2253
United States
egibbs@beaumontcares.com

Ship To

550 E SIXTH ST
BEAUMONT, CA 92223-2253
US

Item / Description

Quantity

Rate

Amount

DoubleMap:Hardware:Base System CAD/AVL

3

1856.90667

5,570.72

For hardware provided.

Memo

For 100% of Capital Costs on Transaction 1

Subtotal 5,570.72

Sales Tax

CALIFORNIA (State) @ 0.06% 334.24

RIVERSIDE (County) @ 0.0025% 13.93

RIVERSIDE CO LOCAL TAX SL (Special) @ 0.01% 55.71

RIVERSIDE COUNTY DISTRICT TAX SP (Special) @ 0.005% 27.85

Amount Due (USD) \$ 6,002.45

For invoicing questions contact amber@doublemap.com.
Visit us at our [website](#)!

★ PTMISEA Grant (FY 10)
750-0000-4472-1214
\$ 5,504.29

★ STA
760-0000-1615-0000
\$ 498.16
EJF

Staff Report

TO: Mayor and City Council Members
FROM: Todd Parton, City Manager
DATE: May 7, 2019
SUBJECT: Letter of Endorsement for the Inland Empire Regional Broadband Consortium 2019 California Advanced Services Fund Regional Broadband Consortia Grant Application

Background and Analysis:

The Inland Empire Regional Broadband Consortium (IERBC) is an organization that has been created to address broadband technology access, planning, service reliability, affordability, infrastructure requirements, cost and needs within San Bernardino and Riverside Counties. Its stakeholders include both counties, regional governmental agencies, educational agencies, cities, non-profit organizations, health care providers, internet service providers, technology companies and engineering companies.

IERBC is funded through the California Public Utility Commission California Advanced Services Fund in order to provide collaborative broadband planning for both counties. Through its collaborative efforts, the IERBC developed the Broadband Infrastructure and Access Plan for the Inland Empire which was adopted November 2014.

The IERBC is requesting support for a grant application to the California Advanced Services Fund Regional Broadband Consortia to continue its ongoing efforts to develop and implement the broadband infrastructure and access plan.


Fiscal Impact:

There is no fiscal impact to the City.

Finance Director Review: 

Recommendation:

Authorize Mayor Martinez to submit a letter of endorsement for the IERBC grant application for the 2019 California Advanced Services Fund Regional Broadband Consortia Grant.

City Manager Review: 

Attachments:

1. Letter of Endorsement
2. Broadband Infrastructure and Access Plan for the Inland Empire - November 2014



CITY OF BEAUMONT

550 E. 6th Street, Beaumont, CA 92223
Phone (951) 769-8520 Fax (951) 769-8526
www.Beaumont-Ca.gov

May 8, 2019

Communications Division
Attn: California Advanced Services Fund (CASF)
California Public Utilities Commission
505 Van Ness Avenue, Suite 3
San Francisco, CA 94102

**Subject: Letter of Endorsement for the Inland Empire Regional Broadband Consortium
2019 California Advanced Services Fund Regional Broadband Consortia Grant Application**

On behalf of the City of Beaumont, it is my pleasure to write this letter of support for the Inland Empire Regional Broadband Consortium's (IERBC) application for funding through the 2019 CPUC California Advanced Services Fund (CASF) Regional Broadband Consortia Grant Account.

The IERBC has been integral to the development of the technological backbone that serves one of the country's most dynamic growth centers. It is the Inland Empire's preeminent leader in the development and implementation of a robust broadband and serves a critical role for the continued economic viability and quality of life for the businesses and residents of Riverside and San Bernardino Counties.

As a strong regional leader in the arena of broadband infrastructure, the Consortium has developed the *Inland Empire Infrastructure and Access Plan*. This was a collaborative effort that included community leaders, educators, local government officials, business leaders, civil engineers and technology professionals. Together, this group developed a plan that focused on the broadband infrastructure needs for underserved areas within the Inland Empire.

IERBC is a tireless advocate and innovator. The Consortium has helped to secure and implement CASF Broadband Grants totaling more than \$39 million to extend and/or enhance service in San Bernardino and Riverside County. IERBC keeps the region informed of funding sources including the CPUC CASF Broadband funding programs, as well as federal funds for broadband projects in unserved areas.

We fully support IERBC, as it is the ideal group to support broadband needs in the Inland Empire.

Sincerely,

Julio Martinez
Mayor



Inland Empire Regional Broadband Consortium
Riverside and San Bernardino Counties

**INLAND EMPIRE BROADBAND
INFRASTRUCTURE AND ACCESS PLAN**

Adopted

November 6, 2014



**Inland Empire
Regional Broadband Consortium**

INLAND EMPIRE REGIONAL BROADBAND CONSORTIUM

Riverside and San Bernardino Counties

**INLAND EMPIRE
BROADBAND INFRASTRUCTURE AND ACCESS PLAN**

**Adopted
November 6, 2014**

Grant-supported by

**CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC)
CALIFORNIA ADVANCED SERVICES FUND**



Inland Empire Regional Broadband Consortium

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Inland Empire Regional Broadband Consortium

Introduction

Broadband infrastructure and access to it is a prime concern for residents, business and government in both Riverside and San Bernardino Counties, an area known in Southern California as the “Inland Empire.” Reliable, affordable, and available high-speed internet access is extremely important for this diverse and vast geographic region.

The Inland Empire Regional Broadband Consortium (IERB) was formed in 2012 to address broadband access, infrastructure, planning, service reliability, and affordability to promote the Inland Empire as a “Smart Region” and help close the Digital Divide within both Riverside and San Bernardino Counties.

SmartRiverside, a non-profit innovation and digital inclusion program established to support the City of Riverside, spearheaded IERB for both counties in the Inland Empire.

IERB is a group of 34 stakeholders representing a variety of urban, suburban, rural, mountain and desert interests with strong concern about and commitment to improving broadband access and closing the Digital Divide in the Inland Empire.

The Consortium includes both Riverside and San Bernardino Counties, local and regional governments, technology providers, engineers, non-profits, health care providers, libraries, school districts, universities, and businesses.

IERB is funded through the California Public Utilities Commission (CPUC) California Advanced Services Fund (CASF) Rural and Urban Regional Broadband Consortia Grant Account in order to provide collaborative broadband planning for the region.

SmartRiverside is the Consortium's Fiscal Agent managing day-to-day operations. SmartRiverside also chairs the IERB Executive Committee.

In addition, the California Emerging Technology Fund (CETF) has fostered collaboration between IERB and the Inland Empire Economic Partnership to integrate broadband adoption into key strategies and priority initiatives within the region.



Inland Empire Regional Broadband Consortium

IERB Consortium Goal

IERB's goal is to meet short-term and long-term broadband planning needs by leading a strategic regional effort to improve broadband access. IERB's mission is to identify, recommend and support programs, policies, projects and advocacy to improve broadband access in the Inland Empire.

IERB addresses the critical need for a regional collaborative broadband strategy to not just close the Digital Divide within the Riverside and San Bernardino Counties, but to also address broadband services required for business start-ups, business retention and economic growth, and to promote the Inland Empire as a “Smart Region”— which all together will ensure regional competitiveness and prosperity associated with the reality of technological advancements.

Inland Empire Broadband Infrastructure and Access Plan

The Inland Empire Broadband Infrastructure and Access Plan highlights resources and successful programs in the Inland Empire, and other places in the state and nation, that are helping to close the Digital Divide, promote Smart Region policies, and support affordable, and accessible broadband, including:

- Loma Linda's Connected Community Program offering City-operated, fast, affordable broadband—in addition to requiring new development to be built with fiber. Loma Linda considers their Fiber to the Home (FTTH) program to be “fiber to anywhere”—not just to the home.
- Ontario's investment in developing its own municipal fiber network to stimulate economic growth and provide improved service in the City.
- Beaumont's FTTH in new housing tracts, where residents have “always on” broadband included as part of Home Owner Association services.
- The County of Riverside “Ring of Fiber” to connect county services.
- SmartRiverside's successful Digital Inclusion program that is helping hundreds of disadvantaged families in Riverside get and stay connected.
- Riverside and San Bernardino School District Technology Plans.



Inland Empire Regional Broadband Consortium

The IERB Broadband Infrastructure and Access Plan focuses on the following:

- Closing the Digital Divide
- The Inland Empire can be a “Smart Region”
- Broadband and Economic Development
- Rural and Remote Areas
- Local Government Broadband Solutions
- Programs for Underserved and Disadvantaged Residents
- Education
- Healthcare and Telemedicine
- Priority List of Actions

IERB's vision is that this plan, including its Priority List of Actions, will help set regional priorities and be a strategic planning resource for leaders in the Inland Empire. The plan can help develop and implement Smart Region policies, help close the Digital Divide, and work towards achieving reliable, accessible and affordable broadband internet service within San Bernardino and Riverside Counties.





IERB CONSORTIUM MEMBERS

- Bayne & Associates
- California State University, San Bernardino
- City of Barstow
- City of Cathedral City
- City of Corona
- City of Loma Linda
- City of Moreno Valley
- City of Redlands
- City of Riverside
- City of San Bernardino
- Coachella Valley Economic Partnership
- County of Riverside
- County of San Bernardino
- Coachella Valley Economic Partnership
- Eastern Sierra Connect Broadband Consortium
- Esri
- Greenfield Communications
- Harris & Associates
- Hemet Public Library
- Hi-Desert Memorial Health Care District
- Housing Authority of the County of San Bernardino
- Inland Empire United Way
- Inland Library System
- Morongo Basin Regional Economic Development Consortium
- MVR Consulting
- Netrova, Inc.
- PhD Computing, Inc.
- Riverside Unified School District
- San Bernardino City Unified School District
- San Bernardino Community College District
- San Bernardino Public Library
- Strategic Point LLC
- Alliance for Commercialization of Technology
- Western Riverside Council of Governments



IERB CONSORTIUM SUPPORTERS

- AT&T
- Bering Sea Eccotech
- Bourns
- California Emerging Technology Fund
- California Telehealth Network
- California Theatre of the Performing Arts
- CISCO
- City of Calimesa
- City of Fontana
- City of Highland
- City of Ontario
- City of Palm Desert "Get Connected"
- City of Riverside Public Utilities
- City of San Bernardino "Get Connected"
- City of Yucaipa
- Cogent Communications
- Copper Mountain Community College District
- County of San Bernardino Board of Supervisors
- County of Riverside Board of Supervisors
- David Evans & Associates
- Desert Mountain Resource Conservation & Development Council
- EMC2
- Inland Empire Economic Partnership
- Inland Valley Development Agency
- Innovation Economy Corporation
- Knotts Family Agency
- Loma Linda University
- Overland, Pacific & Cutler
- P3 Global Solutions
- Praxis Associates/Digital 395
- Race Communications
- Riverside Community College District
- Sturges Center for the fine Arts
- Sustainable Communities Reinvestment Partnership
- Tetra Tech
- TMD Communications
- Town of Yucca Valley
- Ultimate Internet Access
- Xerox



**IERB CONSORTIUM
ORGANIZATIONAL CHART**

California Public Utilities Commission (CPUC)
SmartRiverside, IERB Fiscal Agent

Executive Committee
Lea Deesing, IERB Chair
and
Chief Innovation Officer, City of Riverside
Executive Director, SmartRiverside

Jennifer Hilber, Chief Information Officer,
County of San Bernardino

Kevin Crawford, IT Consultant

Consortium Manager
Martha van Rooijen, MVR Consulting

Consortium Members



Inland Empire Regional Broadband Consortium

EXHIBIT 1

IERB IS PART OF STATE OF CALIFORNIA CPUC CONSORTIA



2011-2014 CASF APPROVED CONSORTIA Resolutions T-17349, T-17355 and T-17445





Inland Empire Regional Broadband Consortium

EXHIBIT 2

INLAND EMPIRE REGIONAL BROADBAND CONSORTIUM (IERB)

Riverside and San Bernardino Counties





Inland Empire Broadband Infrastructure and Access Plan

I. Closing the Digital Divide

A significant "Digital Divide" exists in the Inland Empire where many residents do not have access to basic or high speed internet. This disenfranchises many in our community.

The divide can be attributed to demographics, poverty, cost, geographic location, terrain, lack of infrastructure, internet providers needing to upgrade their systems, internet providers unable or unwilling to address regional needs, and limited community stakeholder and regional leadership involvement in pushing for improved services.

California has set a goal of reaching 98% broadband deployment and 80% adoption by 2015--goals acknowledged by the California Broadband Council (CBC), California Public Utilities Commission (CPUC), and the California Emerging Technology Fund (CETF). CETF further supports the goal of a statewide adoption rate of 90% by 2020.

According to CETF, the Inland Empire's broadband adoption rate decreased from 71% in 2012 to 68% in 2013, which is behind the statewide average of 75%. By comparison, the adoption rate in the Central Valley is 60%, Los Angeles is 64%, Orange County and San Diego is 77%, and the Bay Area is 80%.

CETF: California Broadband Adoption Percentage by Region			
Region	2011	2012	2013
Bay Area	78%	78%	80%
Orange – San Diego	76%	78%	77%
Inland Empire	66%	71%	68%
Los Angeles	68%	69%	64%
Central Valley	70%	71%	60%
California Overall	72%	73%	75%

CETF reports also show that for 2013, low-income households in the Inland Empire had an adoption rate of 53%. Without regional leadership, community awareness, established public policy goals, civic engagement, funding, and the support of internet providers, the Inland Empire could indeed find itself falling far short in meeting statewide goals.



A. What is the Digital Divide?

Below are common definitions for the Digital Divide:

Digital Divide

- Refers to the gap between individuals, households, businesses and geographic areas at different socioeconomic levels with regard to both their opportunities to access information and communication technologies (ICT) and their use of the internet for a wide variety of activities.
- The socioeconomic and other disparities between those people who have opportunities and skills enabling them to benefit from digital resources, especially the internet, and those who do not have these opportunities or skills.



Digital Inclusion

- Digital inclusion is commonly defined as “the incorporation of ICT into the community to promote education and improve quality of life.”

This can mean different things to different people, for example:

- Preventing economic exclusion from electronic commercial and public services that save time and money
- Using any digital technology to tackle social exclusion
- Ensuring people have basic ICT skills to participate in the knowledge economy
- Making technology and internet services accessible and usable for people with disabilities and the elderly
- Ensuring affordable broadband internet access



Digital Literacy

- The ability to use digital technology, communication tools or networks to locate, evaluate, use and create information.
- The ability to understand and use information in multiple formats from a wide range of sources when it is presented via computers.
- A person's ability to perform tasks effectively in a digital environment, and apply new knowledge gained from digital environments.

The changing Digital Divide

The Digital Divide is not a clear single gap that divides a society into two groups. The Divide is experienced in many forms--the disadvantaged unable to gain access to the internet and technology; low quality internet connections; the high cost of subscribing to internet service; outdated and poor performing computer equipment; difficulty understanding computer and internet terminology, software and applications; not enough free or low cost computer resources in the community, including the limited number of hours libraries are open that offer computer access; the lack of, and difficulty in obtaining technical assistance; as well as rural and remote areas that have no service, poor service, or may only be able to have access to dial-up.

A shift in the divide has also occurred in that the gap is moving beyond access and cost to interpreting and understanding information presented once connected, which is now being called a "Knowledge Divide."



With this shift, the two most pressing issues in solving the Digital Divide are:

- **Access and Cost:** Availability of reliable, high speed internet at an affordable cost
- **Knowledge/Literacy:** Ability to use technology and understand information and data



B. Identifying Broadband Unserved and Underserved Areas

Broadband Service Definition of the Unserved and Underserved

The California Public Utilities Commission (CPUC) has set broadband standards for the terms “unserved” and “underserved.”



- An **unserved area** is an area that is not served by any form of wireline or wireless facilities-based broadband, such that Internet connectivity is available only through dial-up service.
- An **underserved area** is an area where broadband is available, but no wireline or wireless facilities-based provider offers service at advertised speeds of at least 6 Mbps download and 1.5 Mbps upload.

(Note: satellite in some cases provides internet service; however, CPUC does not include it in their current definition of being unserved, underserved or served by broadband.)

Below is information from the CPUC as of June 2014 regarding the number of unserved and underserved households in the Inland Empire. The CPUC information is based on data they receive from internet providers along with their own field testing and consumer data collected.

If advertised broadband rates are accurate, which many believe are not, the number of households unserved in the Inland Empire is 23,758, and underserved is 33,430 for a total of 57,188 out of approximately 1.2 million households.

CPUC Fixed Broadband Availability As of June 16, 2014	Unserved Households	% of Total House- holds	Underserved Households	% of Total House- holds	Total Unserved and Underserved Households in the Inland Empire
Riverside County	8,352	1.2%	15,939	2.3%	24,291
San Bernardino County	15,406	2.5%	17,491	2.8%	32,897
Total Inland Empire	23,758		33,430		57,188



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Inland Empire survey reveals, for disadvantaged, basic needs take priority over broadband

The Inland Empire United Way, as part of its free 2-1-1 telephone and online referral and crisis counseling service for San Bernardino County, conducts surveys when providing services to the at-risk and disadvantaged. The United Way now includes questions about internet usage, the importance of the internet and interest in it. Those surveyed represent people in extreme poverty, seniors, the disabled, veterans, immigrants, homeless, and individuals previously incarcerated.

The 2-1-1 survey results are surprising, as they reveal how the disadvantaged actually feel about the importance of internet access: **Those in the Inland Empire who are the most vulnerable are not able to consider internet, much less broadband-level service, as an item of importance until the basics of their human existence—food, shelter, clothing, safety and health—are resolved.**

The 2013 United Way 2-1-1 survey shows that of approximately 1,300 people in San Bernardino County responding to internet access questions, 518 do not use the internet, 524 access the internet less than once per week, with 47 using the internet at school, work or the library, and 19 using internet on their phone.

Further, 544 are not interested in reduced cost for internet service, 371 do not own a computer, 741 are not interested in reduced cost or refurbished computers, 824 are not interested in free or low cost computer classes, and 891 do not want to know about free computer access in the community.



Conventional thinking considers high speed internet access via a personal computer, laptop, tablet or smartphone (often all four) a necessity, right along with food, shelter and clothing; yet, the most disadvantaged among us, when asked, do not share this view.

Importantly, there are no clear policies, and few programs in place, within our region that specifically address closing the Digital Divide. Without regional leadership in the Inland Empire taking action to make closing the Digital Divide a priority, those without access will become even more marginalized leading to a myriad of social, economic, and civic problems.



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The survey clearly shows that for those surviving at subsistence levels, internet access is often not seen as a necessity. It is not even on their radar or wish list. As more public assistance, business, and government services go online, those living below poverty in the Inland Empire become virtually “invisible” and further disenfranchised.

San Bernardino County 		United Way 	
Get Connected. Get Answers.		Inland Empire United Way	
<h2>Computer and Internet Screenings (CETF)</h2>			
Do you have a personal computer or laptop at home?		Count	
Cost/too expensive		37	
Do not own a computer		371	
Don't know how to use it		11	
Don't really know about computers or the internet		7	
Don't want it		1	
I use the internet on my phone		19	
Not a computer person		6	
Other		52	
Use it at school work or other location (library)		47	
Yes		526	
Grand Total		1077	
Do you use the internet?		Count	
No		518	
Yes		777	
Grand Total		1295	
How often do you use the internet?		Count	
1-3 days per week		168	
Everyday		249	
Less than once per week		521	
Grand Total		938	



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Would you be interested in free or low cost computer classes in your community to support employment and computer proficiency?	
	Count
No	824
Yes	169
Grand Total	993

Would you be interested in learning about reduced cost high speed or dial up internet services?	
	Count
No	544
Yes	535
Grand Total	1079

Would you be interested in learning about sites in your community where you can access computers for free?	
	Count
No	891
Yes	120
Grand Total	1011

Would you be interested in learning more about a program providing reduced cost refurbished computers?	
	Count
No	741
Yes	289
Grand Total	1030



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How will the disadvantaged access services when everything is online?

The United Way effort also shows that while there may be a telephone number and address available for a service, a common direction upon phone or in-person contact is the instruction to “go online” to apply, find information, or get further assistance. United Way staff gets involved in navigating this as those without internet access, let alone competency to use the technology, are put on a critical needs list to ensure they get the help they need. This type of intervention work is intensive and expensive.

The need for programs that provide internet access and technology training is paramount. However, the United Way 2-1-1 experience shows that to bridge the Digital Divide, it is not as simple as just providing funding and programs—there are many in our community in crisis who cannot deal with, afford or comprehend getting connected.

Riverside and San Bernardino Counties are part of the State’s “C4Yourself.com” benefits website

Those in need can apply for public assistance, food stamps, Medi-Cal, CalWORKs, etc., and they can use their online accounts to recertify and check benefits.

As services continue to move online, internet-only access is also taking place all around us. The Digital Divide gets deeper and more complex.

For example, the federal government offers Benefits.gov, which currently has eligibility prescreening available online—applications cannot yet be submitted online.



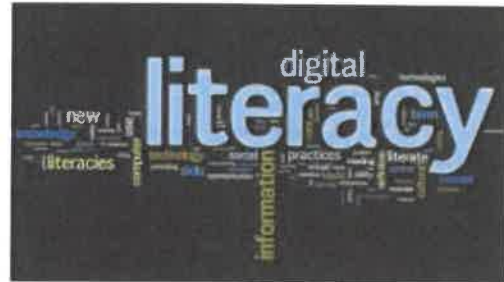
Riverside County San Bernardino County



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Public agencies, assistance programs, healthcare, banking, utilities, taxes, pensions, basic news, etc. are all online with some moving to an online access-only model. Some are moving too fast—for example, as of April 2014, the Social Security Administration (SSA) announced it is changing its 2011 policy of no longer mailing annual statements and requiring an online account to access information, such as credited work history.

According to a recent article from Reuters, starting this September, SSA will resume mailings at five-year intervals to workers ages 25, 30 through 60, who have not signed up to view their statements online. SSA was clear they will continue to promote use of the online statements.



The SSA stopped mailing most paper statements in 2011 in response to budget pressures, which saved \$70 million annually – about 50 cents per mailed statement. So far, only 10 million wage earners - *just 6 percent* of all workers - have signed up at the site. According to the article, “Critics note that many of the workers who will be most reliant on Social Security in retirement are least likely to have internet access, including low-income and non-English speaking minorities.”

California’s DMV now wants drivers to have online accounts. The online option is listed first on the State’s Employment Development Department website for filing unemployment and disability claims. Even when online services are discretionary such as shopping, without internet access, disadvantaged people don’t participate and often lose out on savings and convenience the rest of the community takes for granted. Not to mention that most of these organizations drive their customers to communicate with them only online.

In the Inland Empire, both the Riverside and San Bernardino County Housing Authorities no longer provide print-outs for available HUD Section 8 housing voucher rentals—instead they advise those in need to go online, using www.GoSection8.com. Across the State and nation, housing authorities are driving clients to this website. It has photos, maps, and detailed information about each rental, as well as neighborhood schools, parks, shopping, services, nearby transit, and even a walkability score. Note: GoSection8.com is not a government site—it is operated by Affordable Housing Network, LLC.





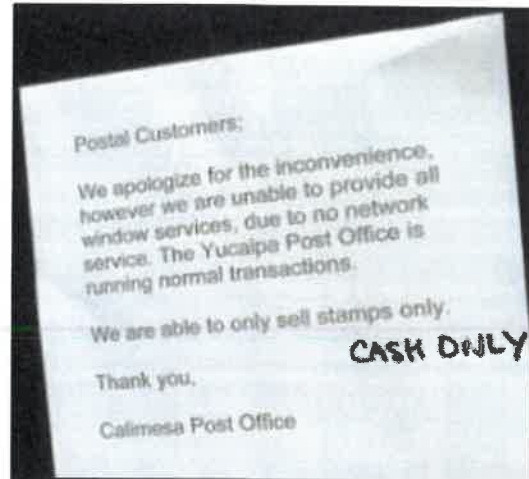
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Moving government processes and services online saves time and money. Most of us appreciate the convenience and savings. People also want to connect when they are waiting for services.

However, public agencies like the DMV, SSA, the U.S. Post Office, Courts, etc. typically do not offer WiFi, even when they have long wait times at their offices. Further, they do not include making sure those on the wrong side of the Digital Divide, who need their services, have access to the internet or computers. When they move their services online, their counter and telephone customer service representatives often suggest clients find essential information and forms online.

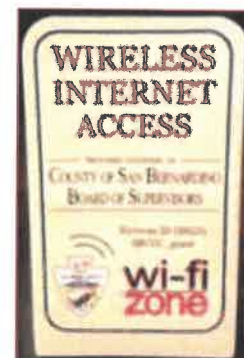
In fact, when a business or public agency's internal internet service is out, they often close or only offer limited service.

At the right, is a "Cash Only" Notice posted on the Calimesa Post Office front door September 17, 2014 due to no network service. They were unable to provide any window service other than to sell stamps—accepting only cash for payment.



Free or low-cost WiFi in public buildings, businesses, and community hot spot locations is a growing trend. There are also government agencies and businesses in the Inland Empire that provide WiFi for their customers.

However, more is needed than just providing WiFi. For example, looking for rental housing, filling out forms to receive food stamps, social security, unemployment, and disability requires time and thought, where computer stations could be helpful. The usual public agency response to those in need of services, who also seek internet connectivity, is to advise them to go to the library. This works in theory, except that libraries are overtaxed, have limited business hours, and libraries have queues and place time limits on their internet and computer resources.





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**San Bernardino County Housing Authority
Neighborhood Network Center in Redlands**

Some agencies, such as the San Bernardino County Housing Authority, have online resources – their website identifies six Neighborhood Network Centers. The Housing Authority Centers offer internet access, basic training on Microsoft Office programs, education, career planning, job search, and employment application assistance.

Contrast this with the San Bernardino County Superior Court, which has one computer available on the first floor with limited-to-no technical support, with many of their forms now available only online as they have phased out offering paper forms.

CPUC CASF now has \$25 million available in new Broadband Public Housing Account

The CPUC California Advanced Services Fund (CASF) was expanded in September 2013 with the approval of Assembly Bill (AB) 1299, which allocates \$25 million in grants and loans to the newly created Broadband Public Housing Account for broadband access and adoption in publicly supported housing communities.

Providing broadband access in public housing communities is important to close the Digital Divide. Public Housing in the Inland Empire does not routinely offer free or reduced broadband services. Residents, who are already identified as disadvantaged and in need of public subsidies, are basically on their own for internet access. The Inland Empire lags far behind other parts of California and the nation.

A recent study in Kansas City found that when all the high school students were given a laptop to take home, 60% of the students in Kansas City, Kansas, and 70% in Kansas City, Missouri were taking them to homes that had no internet connection. As the study looked further into Section 8 public housing, the percentage was much higher. At one complex, the researchers could only find one student whose household had internet access and could therefore use the school-issued laptop at home.

Leadership and policies are needed in the Inland Empire to plan, budget, and provide for internet access in public housing just like other assistance in these communities, such as child care, health services, education, and job search support.




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News Flash: Telephone banking phased out in favor of online-only access

As an example of how customers may be informed that internet access is needed to do business, Union Bank recently sent this notice to its customers, many of whom are in the Inland Empire, alerting that their telephone banking bill pay option is discontinued—online bill pay only from now on.

March 30, 2014



IMPORTANT INFORMATION

Re: Upcoming New Service and Changes to Telephone Banking Bill Pay

For Union Bank customers who use our Telephone Banking service, the Telephone Banking Bill Pay Option will be discontinued April 21st. If you have not already done so, we encourage you to enroll in Online Banking Bill Pay, which will allow you to conveniently make payments from your computer, or your web-enabled mobile phone or tablet.

Email and technical skills are part of the Digital Divide

Another concern is that people without email accounts are being left behind, as email is often preferred by business and government over mail and phone calls, and in some cases, is the only communication method accepted. Online accounts require email addresses, either as a log-in, or for account set up. It is not a stretch that everyone is expected to have an email, and regular online access to it.

There is even an expectation that everyone knows how to type, fill in information online and use online forms, as well as to create, attach, and send word processing, spreadsheets, and PDF document and photos. It is also assumed people have a budget for computers, anti-virus software, and they can distinguish between important and junk emails.

As smartphones gain popularity and become more functional, many feel this might equalize the Digital Divide; however, these devices have costly monthly internet subscriptions, in addition to having limited capabilities so they are not always computer replacements. Mobile sites often have different content and load differently than on computers. Owning multiple devices is becoming the norm—a smartphone, a desktop and/or laptop computer, a tablet, and a printer. This further deepens the Digital Divide.

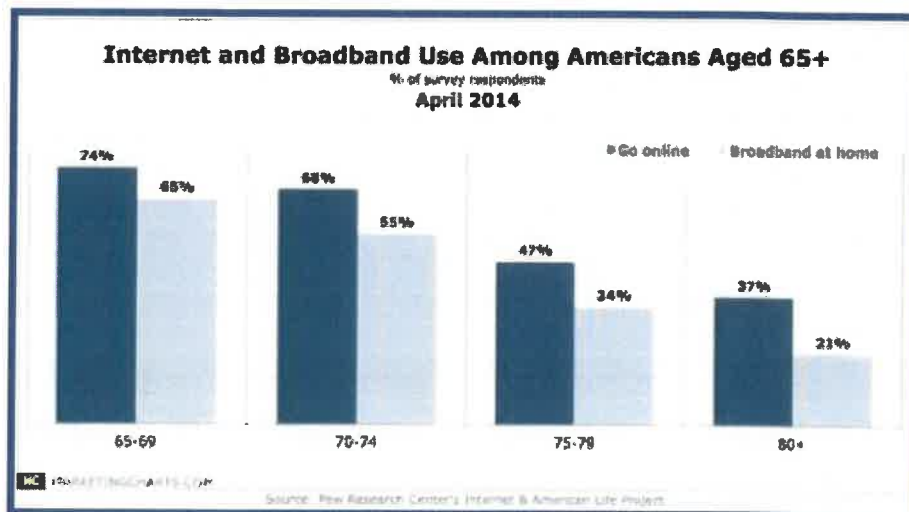
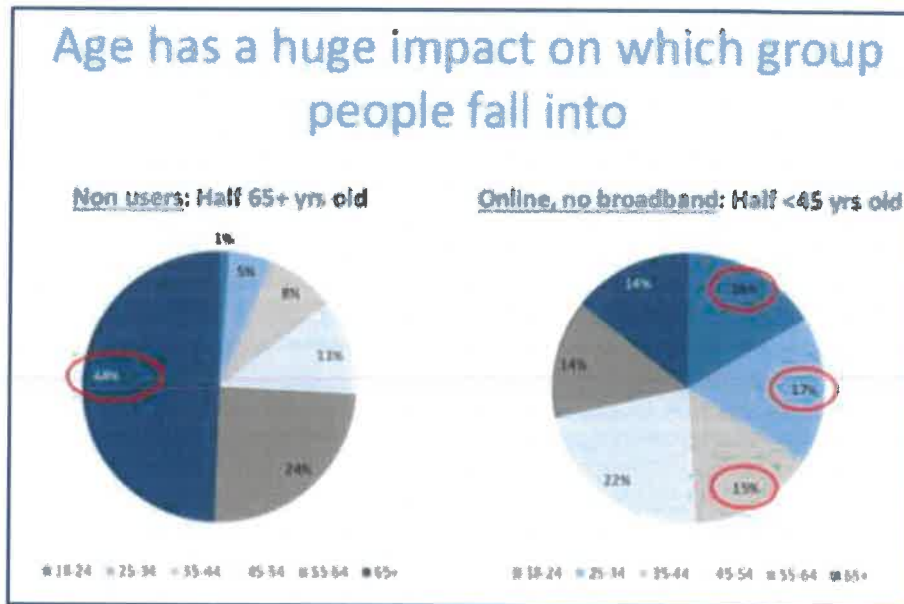


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Older residents are least likely to have broadband access

Older Californians are less likely than younger residents to have an internet connection at home. The charts below show that those who are 45 and older are the least likely to have broadband access compared to those who are younger.

Older people have a greater need for Medicare, Social Security, government and health care services. Without affordable and accessible internet access, older people in our community can easily find themselves significantly affected by the Digital Divide.





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Inhibitors to broadband adoption are clustered around:

- Level of education (completion not above secondary school)
- Age above 65 (related, in some cases to absence of children in the household)
- Location in rural areas
- Disadvantaged socio-demographic groups, which is also correlated with level of education and employment status (unskilled workers, retirees and homemakers)
- Lower income households

Lack of broadband access, especially for the low-income, can be associated with specific equipment or setup requirements imposed by internet providers, large monthly subscription fees and ownership of appropriate equipment such as personal computers or smartphones. As the United Way surveys show, those who are the most vulnerable, are not attempting to get connected.

Access. Typically, basic internet and broadband access is most problematic for the disadvantaged and for rural areas with low population levels. Expanding service to rural areas can be costly and offers a lower return on investment for telecommunications and cable companies. There are opportunities for partnerships, both private and public, to be forged to establish service not only in rural areas lacking sufficient broadband service, but also in low-income neighborhoods that have traditionally been overlooked by providers.

Broadband affordability. Another obstacle of adoption is an affordable price for the service provided. The price of broadband needs to be reasonable for all income levels especially with the proliferation of smartphones and multimedia communications services.

A variety of costs are associated with home broadband adoption, including purchase of a computer and equipment to enable broadband, startup service costs, and recurring monthly subscription fees.

Users pay an average of \$41 per month in service fees, and typically need to bundle their broadband internet connections—in many cases, without limited contract discounts and bundling of services with internet, the cost for a household could be in the range of \$80 to \$100 per month. Rural and low-income areas can also have higher fees, than the suburbs, urban areas, and more well-heeled areas, because service and upgrades are not seen as profitable by internet providers.

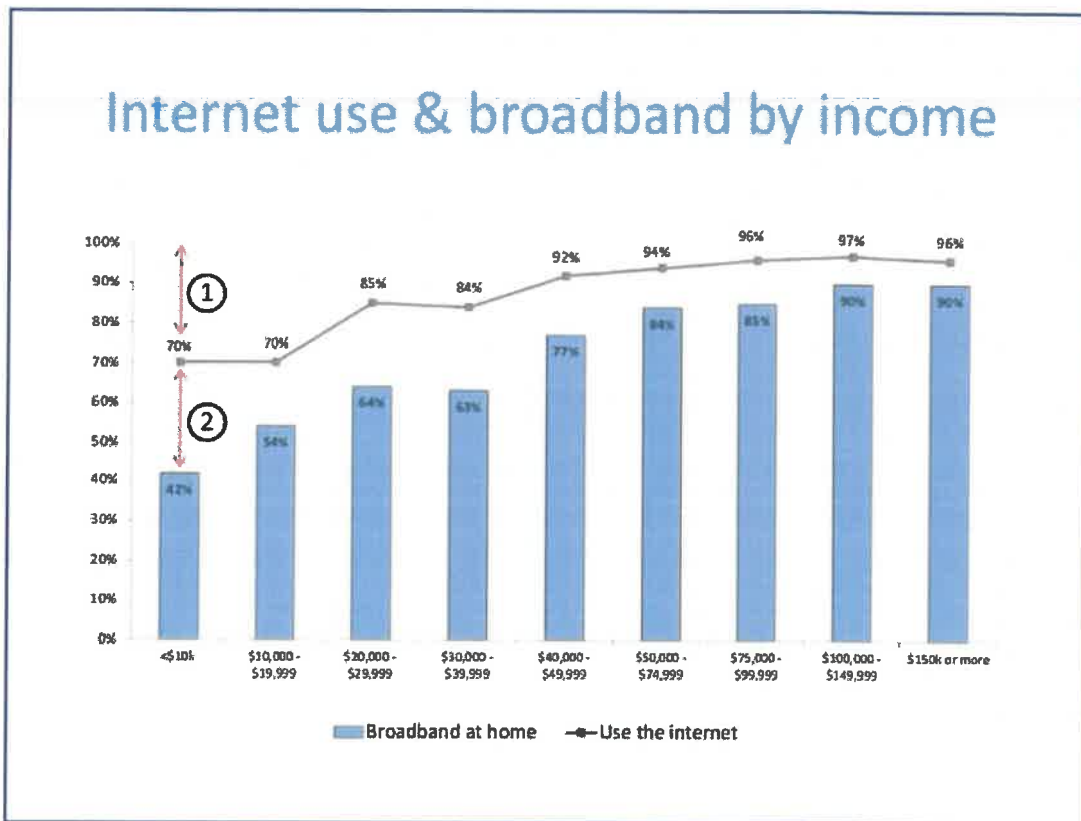


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As the Inland Empire United Way surveys confirm, low-income households must make choices about how they spend the portion of their income that does not go to the necessities of housing, utilities, food, health care, and transportation. They often decide that the cost of home broadband internet service simply does not fit into their limited budget.

Nationally, only 43% of households with annual incomes less than \$25,000 have broadband internet access at home. A quarter of households without internet services say they do not subscribe because service is unaffordable.

Broadband usage. While access and affordability of broadband are the foundation elements, the third and perhaps most important component is getting the unserved and underserved to embrace the technology and become literate users. This requires an awareness campaign and training programs for a variety of end users, from young to old, encompassing affordability, language issues, and needed equipment, such as computer/laptop/tablet/printer, etc. This does not even address the knowledge divide.





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Many non-adopters do not understand or recognize the value and benefits of basic internet, much less broadband level service. A significant portion of non-adopters are lower income households and older people, who do not want to change how they have always done things—they tend to consider the internet expensive, a “waste of time” or the content uninteresting or irrelevant.

The most common reason cited for not using the internet is a “perceived lack of need or lack of interest.” This barrier has become more apparent in the past few years with the increase in use of social media, online entertainment, and junk emails cluttering inboxes. Paying bills, emailing and reading news may not be enough to bring in new users. However, as services become exclusively online, non-adopters will be confronted with how they access parts of their daily life without internet access.

Targeted outreach by companies has evolved online as well—companies are expanding their marketing, sales, and customer service through website and e-commerce capabilities. This rapid move to provide deals and specials to those online furthers exacerbates the Digital Divide between users and non-adopters.

Reasons why they don't use internet

Just not interested	21%
Don't have a computer	13
Too difficult/frustrating	10
Don't know how/Don't have skills	8
Too old to learn	8
Don't have access	7
Too expensive	6
Don't need it / Don't want it	6
Think it's a waste of time	4
Physically unable (e.g. poor eyesight or disabled)	4
Too busy/Just don't have the time	3
Worried about privacy / viruses / spam / spyware / hackers	3
Other (SPECIFY)	7
Summary of reasons	
Relevance (not interested + waste of time + too busy + don't need/want)	34%
Usability (difficult/frustrating + too old + don't know how + physically unable + worried about virus/spam/hackers/etc.)	32
Price (too expensive + don't have computer)	19
Lack of availability / Access	7



C. Eliminating the Digital Divide

The Five A's of Digital Inclusion

As digital technology is increasingly used for educational, employment, health, commercial, and informational purposes, Digital Inclusion is critical for full engagement, participation, and opportunity in the social, economic, and civic life of society.


More than just access to the internet, Digital Inclusion means that all stakeholders are engaged in the use of internet technology, services and information; that all potential users can access the technology and know how to use it; and with increased adoption comes more services, increased information, and greater community access.

To truly pursue a comprehensive Digital Inclusion strategy and reach high adoption rates, it is necessary to focus on five components:

Access, Applications, Affordability, Accessibility, and Assistance

Digital Inclusion means that everyone—regardless of who they are or where they live—are able to participate in and take advantage of the economic, educational, health, and civic opportunities afforded by broadband and related information technology.

The Five A's of Digital Inclusion

- **Access**
 - **Applications**
 - **Affordability**
 - **Accessibility**
 - **Assistance**
- Adoption**
- 





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1. Access refers to the infrastructure necessary to use broadband to reach applications on the internet. Access in the Inland Empire, as well as throughout California, is typically thought to be a primary issue in rural communities. For example, rural areas in Riverside and San Bernardino Counties may be quoted \$40 per month to receive 256 Kbps internet service or \$50 to \$90, or more for 1 Mbps to 6 Mbps.

In addition, CPUC data collection efforts are showing that internet providers, both wired and wireless, advertise internet bandwidth and speeds that are not always validated in the field. By relying on what internet providers say they deliver, CPUC maps show the majority of the two counties as being “served.” This simply is not the case. Broadband field surveys continually show lower internet speeds than shown on the CPUC mapping based on internet provider data.

Rural areas clearly are in need of a solution. However, access is also an issue in lower income urbanized communities in need of revitalization. Internet service is lacking in these areas—often time service varies street by street. Providers are not inclined to invest, especially knowing that affordability of service is a major concern to residents. Low income families, children, and the elderly in both rural and lower income neighborhoods in the Inland Empire have limited internet access.

Below are two maps based upon CPUC broadband data showing served, underserved and unserved areas based upon data for the Inland Empire from internet providers such as Verizon, AT&T, Time Warner, etc. for wired and mobile service, using the CPUC standard of served being 1.5 Mbps up and 6 Mbps down.

The maps show that urbanized areas are mostly served by wireline, and that the majority of the region, including rural, desert and mountain areas, is served by wireless. Therefore, when combining the two exhibits, it looks like the Inland Empire is not unserved or underserved at all, but rather, is receiving service to CPUC policy standards through access to the two technologies—wired service directly to homes and buildings, or by mobile wireless service.

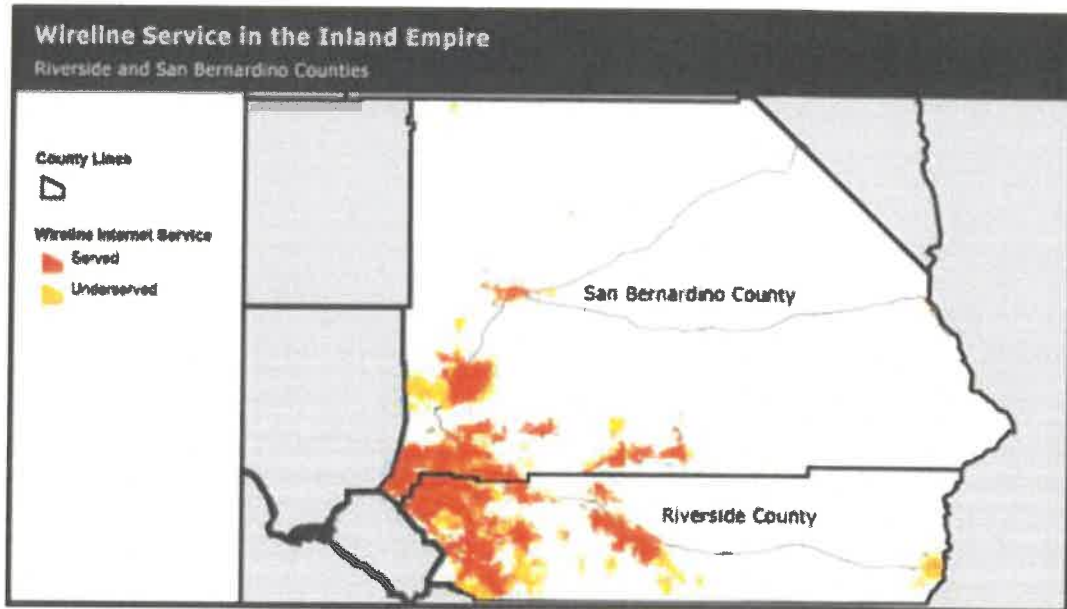
This information is out of touch because it basically just shows advertised rates. When field testing is done, many times the results show little or no internet service, especially related to mobile wireless service. People living throughout our region, especially in rural, mountain, desert, and economically distressed urbanized areas report a much different story about actual speeds being delivered. Many have little, poor, or no service.



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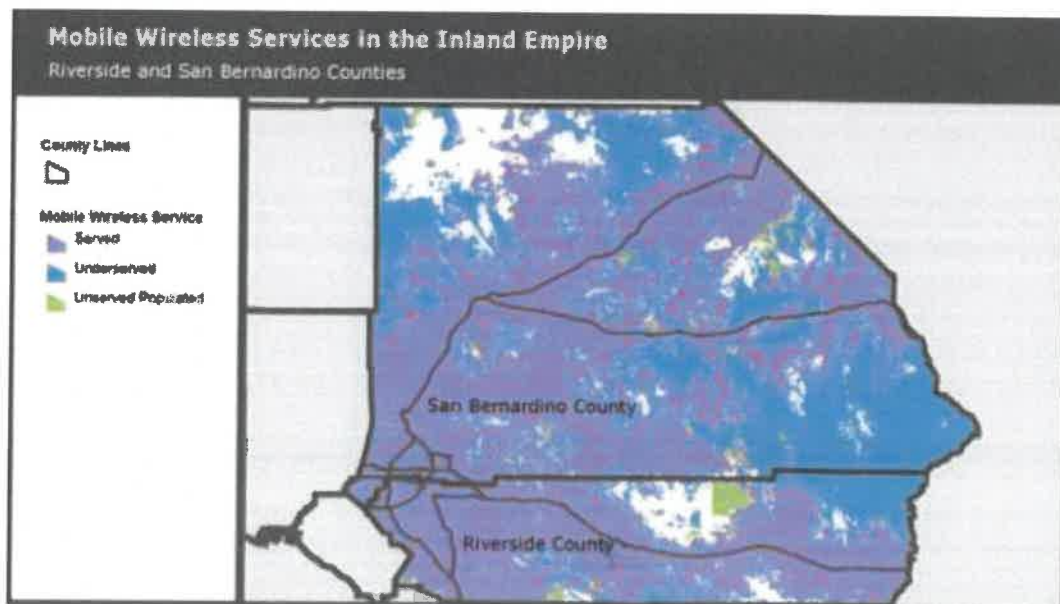
CPUC Mapping: Wireline Internet

- Served/Underserved in the Inland Empire



CPUC Mapping: Mobile Wireless Internet

- Served/Underserved/Unserved in the Inland Empire





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CPUC California Interactive Broadband Map and public feedback

The California Interactive Broadband Map is a tool created by the CPUC that identifies and provides analysis for broadband services throughout the state. The map displays all of the broadband providers offering service within the area around a particular address. The data displayed is as of June 30, 2014, and it is updated approximately every six months.

According to the CPUC, a primary use is for California residents to access information about the broadband services available to them, and to make them better informed consumers. The information is also used to inform public policies intended to make sure broadband is available throughout the State, and to promote digital literacy and broadband usage. The CPUC data is also used by the federal government for the same policy purposes. The CPUC Communications Division provides an opportunity for anyone to validate broadband availability throughout the State. This public feedback is displayed, along with other broadband information and data on the California Interactive Broadband Map at www.broadbandmap.ca.gov.

Anyone can submit information to the CPUC for the Broadband Map using the following three methods available on the website listed above.

- Complete the CPUC online survey.
- Fill out and mail a hard copy of the survey questions (available on website).
- Use the CPUC CalSPEED Android mobile app.



CPUC CalSPEED Android App





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2. Applications refer to the content online. Data indicates over 30% of those not online say they are just not interested. Research also indicates more culture and community specific content is needed to attract underserved communities to the internet. Content must be relevant to the lives of the target audience to increase adoption. Outside of being forced onto the internet to access needed services, many non-adopters just don't see the value to including the internet into their lives.

3. Affordability refers to the total cost of "being connected." It includes the price of online devices (computers, smartphones, tablets, printers, scanners, etc.), software, set-up costs, ongoing, necessary upgrades, training, and monthly service. While it is true that in many areas in the Inland Empire and throughout the state, internet prices have dropped to some extent, and capacity has risen, the cost of internet continues to be a serious obstacle to inclusion.

Those who only access the internet through smart phones and tablets are subject to limited bandwidth and data caps. Not all content, services and information is available on these devices. It is not a fair comparison to look at the price of internet on a smartphone in the same way as for a home or business, which has no data caps.

Internet providers do not offer low-income, senior, disabled, or veteran discounts. For a person on social security or disability whose monthly check may only be \$700 to \$1,000 per month, internet service and equipment could easily cost them more than 10% of their income. If this same person were to take on a smart phone, the cost of internet takes up an even higher percentage of their income. In fact, in either scenario, the cost may be higher than what they spend on utilities in their home.

Also, home internet is charged per household; therefore, internet service per capita is less expensive for families than for households with one or two people. This clearly shows that seniors are at a disadvantage as many live alone with only one income.

Internet providers regularly offer discounted bundles combining home phone, TV/cable and internet. For those who would rather choose a mobile phone, or don't need TV/cable, the cost of internet alone is nearly as high as the cost of the bundle. Internet providers spend thousands of dollars on advertising and mailers. They also have "helpful" customer service that lead consumers to bundling by highlighting monthly savings. For those on limited incomes, or who live on strict budgets by choice, the price of internet service is simply unaffordable.



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4. Accessibility refers to the ease of use people with disabilities have when using equipment and services needed to access the internet and using websites and applications online. The more accessibility is considered and addressed, the more those with disabilities will have equitable access internet in the 21st century.

5. Assistance refers to technical support, training and upgrading technology over time. Accessing the internet can difficult to understand, require knowledge of specialized software and applications, and can also be costly for even those with means. The technology for the online participation still has a way to go before it is "plug and play."

Many believe one reason smart phones and tablets are so popular is that they use touch-screens and are considered plug and play without having to learn complicated software, maintain computer equipment, and manage multiple cables and power cords.

In this sense, the Digital Divide should be much easier to eliminate through the increased distribution and use of affordable smart phones and tablets. However, lower monthly service costs are essential to making progress. In addition, mobile devices have limitations and have not replaced the functionality of laptop or desktop computers.

Assistance is also needed to get computers and devices into the hands of those unserved, underserved and unskilled in their use, such as children, adults in low-income households and the elderly who are less likely to embrace a new technology.

Finding ways to close the Digital Divide in remote rural, mountain and desert areas in the Inland Empire is also an infrastructure and investment issue. The lack of internet service in addition to the cost and excruciatingly low speeds when internet is available gnaws at those who live in rural and remote areas. Rural residents are becoming vocal and expect their phone and cable companies to help them; often this fails because these companies either have no plan to extend service, or have limitations on their existing infrastructure with no planned upgrades.

When this effort fails, rural residents search for new technologies, innovative companies, and local government to help find solutions, often times coming up short, being told there isn't any profit in serving them, or that there are no government policies or programs or even being developed to address getting them connected.

It would be good policy for regional leadership to include if and how people access the internet as visions and policies are created.



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D. What about regulation?

The internet is not regulated. Surprised? It's an open internet according to the FCC.

Although the CPUC has set policy for California regarding internet service speed related to unserved and underserved areas, it does not actually regulate those speeds, or any internet service for that matter. In fact, the CPUC has only recently taken on the task of studying internet speeds and service within the State.

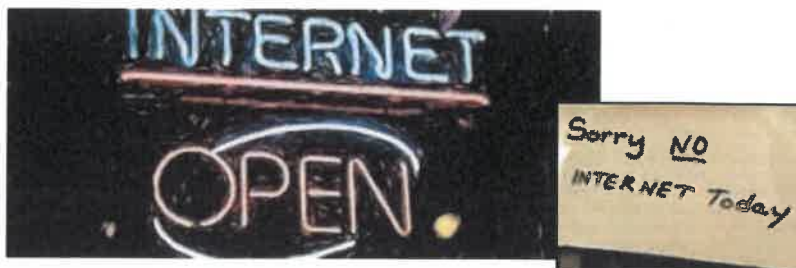
For clarification, the CPUC regulates privately-owned electric, natural gas, water, telecommunications, railroad, rail transit, and passenger transportation companies, but not the internet, even if these groups provide internet service.

However, recently the CPUC has taken a step in focusing on the cost and availability of broadband services in its review of a proposed merger between the two largest cable and broadband providers in the state: Comcast and Time Warner Cable.

CPUC will be considering how the proposed merger will promote state and federal goals, such as encouraging broadband deployment and further innovation, community choice and protection, as well as economic benefits to California, including benefits to increasing adoption and access to broadband in order to close the Digital Divide.

According to the Federal Communications Commission (FCC), it does not regulate the internet. The FCC states it supports the "Open Internet" aka "Net Neutrality." However, from May to September 2014, the FCC received approximately 3.7 million responses regarding its controversial proposed rulemaking entitled *Protecting and Promoting the Open Internet*, GN Docket No. 14-28.

According to the FCC, "...it does not regulate internet content or applications. To the contrary, the FCC seeks to develop and implement high-level, flexible rules of the road for broadband to ensure that no one – not the government and not the companies that provide broadband service – can restrict innovation on the internet."





Inland Empire Regional Broadband Consortium

ISPs (Internet Service Providers) – won't they take care of us?

An ISP provides the necessary technical and communication services to allow a user to connect to the internet either through a wired or wireless connection. An ISP provides and sells physical internet access. Services provided by ISPs include web hosting, e-mail, voice over internet protocol (VoIP), and business-level internet service.



While the big players in broadband tend to be telephone or cable providers, e.g., Verizon, AT&T, Comcast, Time Warner, etc., broadband can be provided by anyone with the capability of providing the service. Government can also provide internet service, and some in our region—the cities of Loma Linda and Ontario, and the County of Riverside —are doing just that. Loma Linda built and runs its internationally recognized Connected Community Program providing a city-wide fiber optic network, as well as modifications to building regulations to ensure development will be designed to meet the needs of future communication technologies; Ontario is now building its own municipal fiber system for public safety and economic development purposes; and, Riverside County is designing a “ring of fiber” to connect its rural and urbanized services.

For telephone and cable providers, also offering broadband access is a source of profit, with no limits on rates or service quality, other than what the market will bear— in other words the price the consumer is willing to pay. Any company can become an ISP and there has been growth in non-telecom/cable companies getting into the ISP game to find ways to serve rural areas, compete with the existing providers, and also to fill the niche of providing higher cost internet service tailored to business needs.

All of us gain internet access through ISPs—mostly through telecoms, cable companies, mobile providers, and in a few cases, through government as an ISP. We also gain access through WiFi networks—some free, location-based, or for a fee.

Is it working? Many think we are doing all right. Those of us who live in areas with fast and reliable service, where ISPs invest in upgrades, and who can afford monthly service cost and needed equipment, are just looking for the next highest speed offered, the next gadget, and to discover new software and application. So the answer is for some, the system is working, and for those on the other side of the Digital Divide, probably not. Those on the other side may not even realize they are being affected until one-by-one, services, information, and assistance are only available through online access.



Inland Empire Regional Broadband Consortium

Can't we call Google and ask them to provide our internet?

With all the technology advancements happening around us, one might ask, won't Google just take care of our broadband needs? After all, Google has famously deployed Broadband in Provo, Utah and is deploying it now in Kansas City, Missouri "fiberhoods" with Austin, Texas in the pipeline, along with 34 cities in other metropolitan areas as shown below.



Note that in California, San Jose is the only area shown – no city in Southern California is included in Google's planned roll out.



In trying to determine when Google might come to the Inland Empire, news reports and Google's own Fiber Blog are not promising:

"Don't hold your breath. Current estimates peg the cost of a nationwide deployment near the \$140 billion mark — technically possible, though a huge financial stretch for Google. Then there's the high likelihood that Fiber will still face incredible challenges from current providers to keep new entrants out." -- Tim Worstall, Forbes

This information does show that leadership and stakeholders can organize and lobby Google to add the Inland Empire to their broadband deployment list. However, this should only be considered part of a broader strategy that is needed to close the Digital Divide in our region.



Inland Empire Regional Broadband Consortium

Blog highlights that cities wanting Google Fiber need to be engaged and willing to help



*Back **in February**, we started working side-by-side with 34 cities in nine U.S. metro areas to explore what it would take to bring Google Fiber to their communities. Each city has been busy tackling **a checklist of items** to help prepare for a big local fiber construction project. We've been impressed by the enthusiasm and engagement of every one of these cities, and all of them have, for the most part, completed their checklists.*

*We say "for the most part" because there's still a lot of work to do over the next few months. We'll start by working with cities to tie up some checklist-related loose ends. For example, we worked with city staffers to draft agreements that would let us place **fiber huts** on city land; several city councils still need to approve these agreements. We may spend some time working together to figure out an ideal permitting process that would be fast and efficient. And, as we review the information that cities have already provided, like infrastructure maps, we'll probably have a lot of follow-up questions.*

There's also a lot to do beyond the checklist. We'll need to work with either the city or the state to get something called a video franchise agreement, which would basically grant us permission to build a local network. We may also need pole-attachment agreements with local utilities or other companies who can rent us space on their poles. (Stringing fiber along existing poles is the fastest and least disruptive way to deploy it.)

After all of these steps, we'll start drawing up construction blueprints for local fiber networks. These detailed designs will help us see how complex it would be to build in each city, and will be used as we make our final decisions.

Finally, don't be surprised (or get too excited!) if you run into a Google Fiber crew doing work around your town, or see postings for local jobs on our Fiber team; before we make a decision about bringing Fiber to your city, we may do some exploratory work and recruiting so that we're ready to start construction and operations quickly. We still plan to announce which cities will get Google Fiber by the end of the year.

Posted by Jill Szuchmacher, Google Fiber expansion team, May 1, 2014



Inland Empire Regional Broadband Consortium

A debate is brewing: should the internet be treated like a public utility?

There are robust arguments on both sides of this issue, and even as this document is being published, the FCC is considering new rules that will affect the internet. The FCC states clearly: they are not “regulating” the internet—just considering rules that affect it and will keep it “open and consistent” with net neutrality.

The FCC is not considering regulation that would treat the internet as a public utility. Those debates have yet to be held. However, the information coming from the FCC is that they will take public comment, but plan on moving forward with some form or type of new rules.

Fast, reliable internet service is becoming, and for many of us has already become, a necessity. How this service is provided to all of us, including the disadvantaged, unserved, and underserved in our community, as well as to businesses, entrepreneurs, education, healthcare, and government, is now an important consideration.

The following quote from PublicCEO offers an idea of how important internet access really is to us:

“Is broadband connectivity a public utility? Getting an education, finding a job, accessing high quality healthcare: increasingly, high speed internet access is a prerequisite to full participation in many aspects of modern life.



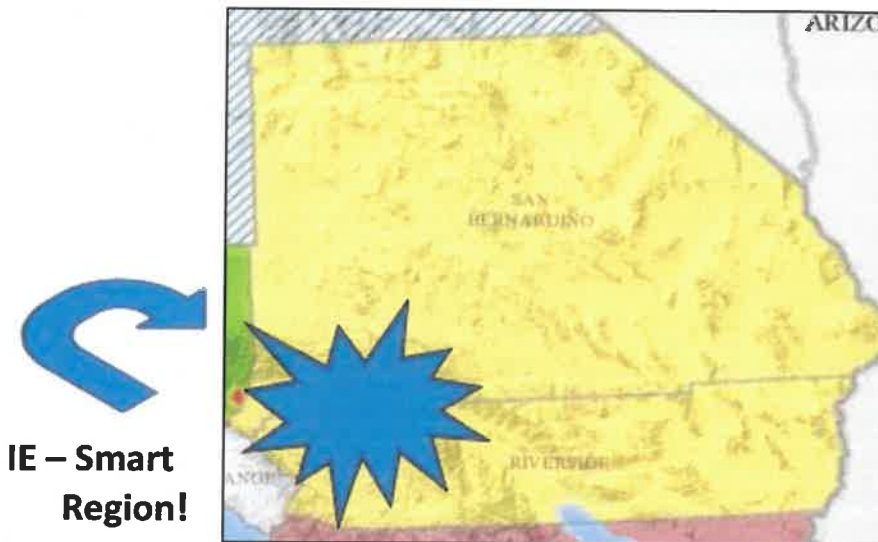
And yet, a confluence of telecommunications policy decisions and industry dynamics have left the United States and California with slower, scarcer, and more expensive connectivity than most of the rest of the developed world. One third of Americans don't have home access to a high speed connection.

– PublicCEO, March 28, 2014



II. The IE can be a Smart Region

The Inland Empire Smart Region — it is possible



Not only must the Inland Empire bridge the Digital Divide, it should *raise the bar* and aspire to become known as a “Smart Region.” The Inland Empire can start by recognizing its scientific and technological resources by using a “Smart Region” designation. Yes, it requires more than just saying the region is smart—all the factors of a smart region should be reviewed, analyzed and implemented. Regional leadership, by embracing technological opportunity, could showcase the region’s successes, and build the Inland Empire up to attract start-ups, tech firms and technology investment.

This type of effort can lead to synergistic growth where supporting industries taking hold. IERB contends that thinking big should be embraced, especially when it comes to technology. Evidence shows that being known for having fast, reliable and affordable broadband is part of becoming a “Smart Region.”

Considering just a few enterprises in the Inland Empire that have focused on technology—world-renowned Loma Linda University and Medical Center and the City-owned high speed broadband network providing Fiber to the Home (FTTH), the University of California, Riverside with its new School of Medicine and achievements in agricultural research, aerospace leader Kelly Space and Technology in San Bernardino, and Esri—the global force in Geographic Information Technology (GIS) headquartered in Redlands-- the Inland Empire could, in fact, build itself into being known state-wide, nationally, and even globally as a “Smart Region.”



Inland Empire Regional Broadband Consortium

What is going on in Chattanooga, Tennessee? It is now the “Gig City”

The Inland Empire can look to Chattanooga, Tennessee, which in a matter of just a few years reinvented itself into the “Gig City” by creating a public fiber network in 2009 as a joint venture with their power company EPB. Tech companies, venture capitalists, as well as dozens of start-ups and hundreds of entrepreneurs, are flocking to Chattanooga to take advantage of internet access speeds of one gigabit per second—200 times the speed of the national average.

In roughly four years, the “Gig City” has enjoyed thousands of newly created jobs and hundreds of millions of dollars in investment, while the rest of the country, including the hard-hit Inland Empire, suffered through the Great Recession. Aaron Welch, who owns Iron Gaming, a tech start-up he wants to turn into the biggest name in online gaming, recently said that, “What would take several days to transfer over a normal network, you can do in a matter of minutes...Even if we went two hours north or south to Nashville or Atlanta you are still looking at twice as expensive for operating costs.”

Annual “GIGTANK” events are being held with innovators joining in from all over the United States, and internationally. Many of the winners move to Chattanooga.



According to www.thegigcity.com, Chattanooga’s GIGTANK is the only startup accelerator where entrepreneurs can test, innovate, and launch high-bandwidth business ideas using the broadband platform of the future. Hundreds participated in this year’s event.

Chattanooga also shows what superfast internet connections can do for city services

“The true benefits of municipal high-speed networks are...the vast range of possibilities they open. The fiber network is a wireless mesh that allows government, so often wary of innovation, to try new approaches. Police in Chattanooga have vastly expanded their communications and mobile data analysis. Traffic lights respond in real time to changing traffic patterns. Rubbish can be collected more efficiently. This sort of network can improve a city’s operations while broadening its tax base.” **The Economist, April 2012**



Inland Empire Regional Broadband Consortium



“It created a catalytic moment here,” said Sheldon Grizzle, the founder of the Company Lab, which helps start-ups refine their ideas and bring their products to market. “The Gig,” as the taxpayer-owned, fiber-optic network is known, “allowed us to attract capital and talent into this community that never would have been here otherwise.”

Since the fiber-optic network switched on four years ago, the signs of growth in Chattanooga are unmistakable. Former factory buildings on Main Street and Warehouse Row on Market Street have been converted to loft apartments, open-space offices, restaurants and shops. The city has welcomed a new population of computer programmers, entrepreneurs and investors. Lengthy sideburns and scruffy hipster beards — not the norm in eastern Tennessee — are de rigueur for the under-30 set.

“This is a small city that I had never heard of,” said Toni Gemayel, a Florida native who moved his software start-up, Banyan, from Tampa to Chattanooga because of the Internet speed. “It beat Seattle, New York, San Francisco in building the Gig. People here are thinking big.”

New York Times, February 3, 2014

Smart Regions consider broadband a catalyst for economic growth and sustainability

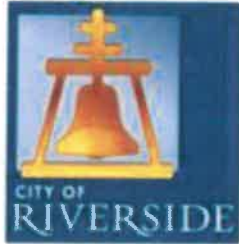
What would the Inland Empire’s economy and investment be like in five years, if regional leaders took serious interest and a closer look right now into technology, innovation and its relationship with broadband service as an economic catalyst?

IERB is proposing that these topics become part of our thinking, strategic planning, and implementation—rather than saying we can’t, our population won’t support it, and we are not capable, we could be saying we want to be known for having a thriving technology sector, identifying what is needed to support it, and setting goals to achieve it.



Inland Empire Regional Broadband Consortium

The City of Riverside is a “Smart City”



City of Arts & Innovation

economic and social development of the 21st century community.

Riverside succeeded the 2011 winner, Eindhoven, Netherlands, and was at the top of a list of seven finalists in 2012: Riverside, California; Austin, Texas; Oulu, Finland; Quebec City, Quebec; Saint John, New Brunswick; Stratford, Ontario; and, Taichung City, Taiwan.

Our region can also take a cue from the City of Riverside, which is now known as the “City of Arts and Innovation.”

The City started by imagining, striving, and implementing policies and programs to become a “Smart City.” In 2012 Riverside was named the “Most Intelligent Community in the World,” by the Intelligent Community Forum, a think tank that studies the



technology incubation, and e-waste recycling, as well as attracting technology businesses to the City and promoting the UC Riverside School of Medicine, California’s first new public medical school in four decades, which will bring more physicians and research to the region.

The City was recognized for fostering SmartRiverside and its digital inclusion efforts,



Certainly, if Riverside can move forward embracing technology, and smart city type policies, and if Chattanooga can imagine and recreate itself as the Gig City, the Inland Empire can also aspire to embrace this type of thinking.

As noted, the Inland Empire region has technology and science innovators; yet, the economic adversity the region faces seems to always make the headlines. It is up to the region’s leadership to move us forward—and implementing a “Smart Region” strategy just might be the way to do it.





Inland Empire Regional Broadband Consortium

Leaders in the Inland Empire should start moving on the idea of becoming a “Smart Region” by learning what makes a region “Smart,” seeking guidance from industry experts and innovators while creating policy and taking actions that supports it.

What makes a region Smart?

- ✓ High Speed Broadband
- ✓ Gigabyte Internet Speeds
- ✓ Internet Provider Choices
- ✓ Affordable Internet Access
- ✓ Wireless Hot Spots
- ✓ Free WiFi
- ✓ Fiber to the Home
- ✓ Smart Homes
- ✓ Excellent Job Opportunities
- ✓ Telecommuting
- ✓ Technology Companies
- ✓ Start-up Incubators
- ✓ Venture Capitalists
- ✓ Entrepreneurs
- ✓ High School and College Graduates
- ✓ Online Education
- ✓ Research Universities
- ✓ Quality Healthcare
- ✓ Telemedicine
- ✓ 24-Hour Government
- ✓ Connected Citizens
- ✓ Social Networking and Meet-ups
- ✓ Culture Experiences and Art
- ✓ Tourism
- ✓ Smart Grid
- ✓ Sustainability
- ✓ Quality of Life

Smart City in the I.E.

Riverside, CA

*-- Awarded 2012 Most
Intelligent Community
in the World*

Gig City in U.S.

Chattanooga, TN

Google Fiber in U.S.

*Kansas City, MO
Austin, TX
Provo, UT*



III. Broadband and Economic Development

A. The New Business Paradigm

A new business paradigm

The internet, as we have grown to know it over the years, is fundamentally changing. As broadband speeds increase and approach the internal data transmission rates that exist between computers and devices within the same home or building, a paradigm shift in the way we use and conduct business over these networks, begins to emerge. That change is happening now and it affects the entire digital world around us. For many small businesses on the wrong side of the Digital Divide, the result is higher overhead costs and the added penalty of missing out on the benefits of new technologies that arise from having access to increasing broadband speeds.

Today, for those with fast broadband internet access, the requirement that servers be located inside the building, or that software systems run using local equipment, or even the need for operating systems running on local computers, is no longer a necessity. Essentially the walls and distances separating homes and businesses from the rest of the digital world become negligible. The fundamental need for the digital worker to be at the office in order to make use of local business resources is no longer valid.

This paradigm shift is affecting everything from how businesses are organized and structured, to how and where employees can work (telecommuters). This new age of faster connectivity is even affecting how new office spaces are being designed. This idea of Cloud Computing - using software resources remotely and storing data in the “Cloud” has become a universal concept and a mainstream term in today’s vernacular.



However, without access to increased broadband speeds and the fundamental infrastructure that can sustain increasing transmission speeds over time to keep up with advances that come with this new paradigm – those left standing on the wrong side of the Digital Divide will suffer. Both the consumer – and the businesses they shop and work in – are affected.



Inland Empire Regional Broadband Consortium

Everything as a service

Cloud computing is the next big step in the evolution of the Internet. Computer systems and IT infrastructure are no longer required to be housed locally; they can be hosted at external locations or data centers. Data storage and computer processing no longer need to be local to the user, and computer systems become more reliable, easier to acquire and implement, and more affordable.

The European Commission, which represents the interests of the entire European Union, has an initiative study (the 2020 Initiative) that estimates that, “Cloud computing...represents considerable savings in IT budgets, and the end of headaches linked to older computing methods. Private sector businesses using cloud computing report 10-20% lower IT costs, while cloud computing can also help the public sector improve efficiencies and lower costs.”

Unfortunately, in order to benefit from the rewards of new technologies like cloud computing – small businesses – a fundamental driving force of economic development in California, as well as across the globe, face increasing demand for higher and higher broadband speeds, and access to increased internet data speeds.

What are acceptable broadband speeds for small businesses? Now, and in the future?

The same European Union study mentioned above found that a “10% increase in broadband penetration brings up the GDP by 1-1.5%.” The same concepts used to determine the impact in Europe of increased broadband access can be applied to the Californian economy. Just the fact that GDP can be significantly improved by increased access to broadband is significant.

Akamai, a global player in content delivery across the internet releases an annual “State of the Internet” report that is considered by the tech markets and the media to be a highly accurate and revealing report on the state of the global internet. In 4th Quarter 2013, the United States finally broke into the top ten for the first time in average broadband delivered speed. The U.S. placed at #10 and at exactly a 10 Mbps average broadband connection speed.

Compared to 2012’s rating of 5.8 Mbps, progress was made. In the 4th Quarter 2013 Report, countries such as the Czech Republic and Latvia reported higher rates.

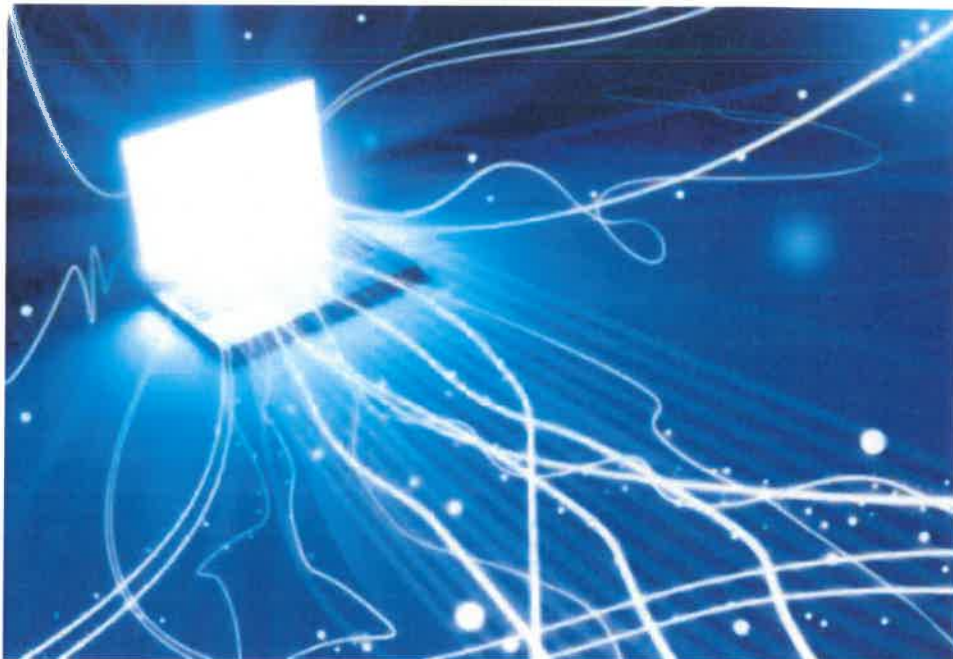


Inland Empire Regional Broadband Consortium

Keep in mind – these are average speeds when and where broadband is available. Additionally, Akamai now considers “High Speed Broadband” to be greater than 10 Mbps speeds, and interestingly, the average connection speeds in the top 10 countries and regions in the report are all now at, or above, the high broadband threshold of 10 Mbps.

Considering the research, this should be the minimum bar at which we rate the broadband “served or underserved” in California – especially for businesses, and considering California’s high-technology placement in the global economy.

Also of note, California did not place in the top 10 of best available broadband speeds in the 50 states. Also, the CPUC targets of 1.5 Mbps up and 6 Mbps down, isn’t relevant to households in the future, much less businesses, large and small. If trends continue, by 2020, reasonable estimates of what will be considered “high broadband” should be in the range of 15 – 20 Mbps.





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B. Broadband Availability, Pricing, and the Small Business

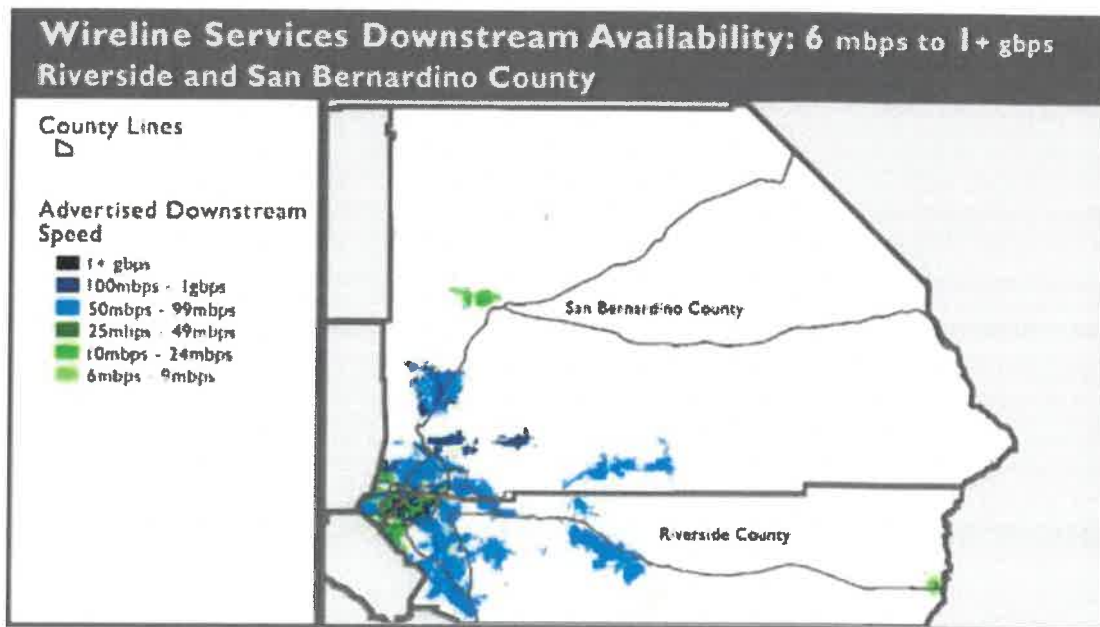
Broadband availability, price, and the small business

Broadband availability and price are two metrics that give a poor combined view of the real world bandwidth challenges faced by small businesses, especially in the more inland and rural areas of California such as Riverside and San Bernardino Counties.

It is difficult to gauge the true impact availability will play on small business if the affordability is not up to par. For instance, the map based on CPUC broadband data below shows blanketed coverage of speeds in the “High Broadband and up” speed categories across the Inland Empire.

Not represented are the available rates at maximum price that can be afforded by certain types/sizes of businesses. For example – 50 Mbps fiber availability is great, but not if the business is a retail shop with four employees and rates above 10 Mbps are \$899 per month, and up to \$3,500 for 50 Mbps.

Effectively, a business has no other option than a 3 Mbps or 7 Mbps DSL line. Where is the chart that shows affordability? It can’t be demonstrated. Different businesses have different measures of what is affordable.





Inland Empire Regional Broadband Consortium

The availability of low cost business fiber and fiber supported solutions from Verizon and AT&T are proving to increase widely the average connection speeds in areas where it is available, but also proved to widen the Digital Divide even more – sometimes between businesses that are located across the same parking lot.

This was the situation with L & L Environmental in Redlands – one of the businesses studied for this report, where initially Verizon FIOS was unavailable in a rear building they were to lease. Eventually Verizon was able to make it available. Often, this is not the case.

And in this particular business park, not all of the units have access to Verizon fiber. However, Verizon's FIOS availability sealed the deal for them, and they relocated from a broadband deprived area of Riverside for the broadband FIOS high ground of Redlands. Actually, calling Redlands well served by FIOS might not even be a fair call. Out of eight potential locations in the same area that were presented by realtors, *only two* had access to high speed broadband over Fiber or Cable.

The differences in broadband speed and cost that a new or re-locating business can face can be startling. Typically, for around \$150 per month of overhead – a small business might end up with 7 Mbps/768 Kbps, or 75 Mbps/25 Mbps for the same price, depending on the location.

Business parks left behind with no long term solutions

Another situation prevalent in the small business community is multi-unit business complexes – both retail and industrial – especially older built units. So many times, as in the case of Inland Aerial Surveys in Riverside, a major carrier will run fiber down the street directly in front of the premise. High speed fiber based broadband is then available to the front facing units, with rear located units left unserved except for the original copper lines that were installed as part of the original construction of the complex.

Inland Aerial Surveys had a 384 Kbps up/down connection for over 10 years, with no option for cable, no option for fiber, and no affordable option for fixed wireless. This is a surprising challenge for a tech-based company located in a well-known business economic zone – the Riverside Municipal Airport.

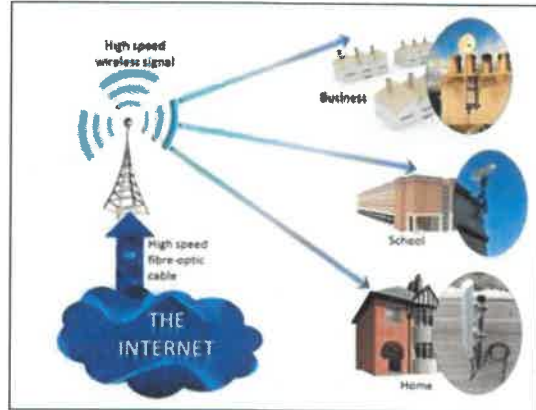
Finally, just this last year, AT&T, utilizing recent improvements to their “last-mile technologies” (a common industry term describing xDSL technology), were able to extend a connection of 12 Mbps/1.5 Mbps to this business located in a back industrial unit.



Inland Empire Regional Broadband Consortium

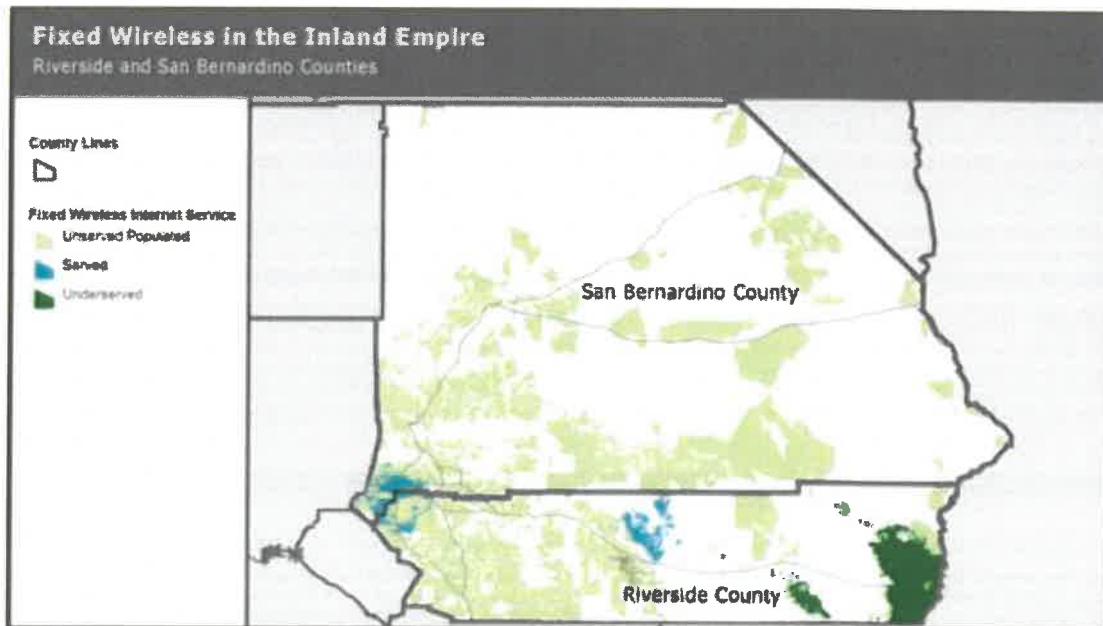
Yet we still know that low-cost fiber will never be run to these buildings, unless the property owner or some generous donor decides to provide the funding.

Businesses like this will benefit from technology from the major telecoms that extend the bandwidth of copper – but when businesses 10 years from now are trying to compete with low-cost speeds of 300 Mbps and up – copper will never compete.



Extending copper technologies is literally kicking the can down the road. Perhaps wireless broadband at some point will be a solution for these businesses – but in today’s Southern California business community – when it comes to broadband affordability – location is still “everything”.

Fixed wireless is a technology that can provide broadband in areas where traditional ISPs do not provide service. The map below based on CPUC broadband service data shows that where fixed wireless is available, the majority of the areas are not served, or are considered underserved. Providers will say at the initial contact they can bring businesses broadband through fixed wireless—many times, it is just a wild goose chase or the cost is prohibitive.





Inland Empire Regional Broadband Consortium

Another availability issue is multi-unit business parks, industrial complexes, and older business properties with problematic access to internal telecom points of entry. Broadband coverage maps leave out these types of properties and mark them as served – yet there they are, left without upgrades – sometimes the front of the business park is connected when telecoms, cable companies and other internet providers make upgrades; often the middle or back of the parks are avoided and left alone.

Clearly, the coverage of fiber in these areas is not blanketing the marked areas; despite the fact the map above appears to do so. Such is the case of Hemborg Ford in Norco, where fiber from a major cable provider exists directly adjacent to the dealership.

Yet – after inquiries to the provider, the costs of bringing fiber to the premise has to be provided by the property owner – *at the cost of \$20,000 or more*. The dealership has elected to stay with the Ethernet over Copper service they currently have. They will not be served by fiber anytime soon.



Location is everything to finding affordable business-level internet service

When it comes to location – and locating a new business, or moving a business – controlling start-up costs and operational costs are tantamount. Yet, most business owners are unaware of the potential hidden cost of monthly broadband fees, and once hit with these costs, will often opt for slower DSL speeds.

For example, Allied Injury Management, Inc. of San Bernardino, employing over 70 people in the city, is considering investing in a new office in Rancho Cucamonga. Availability of AT&T or Verizon fiber, or cable-based broadband would represent a monthly cost savings of at least \$1,500 over copper T1 technologies (including telephone savings). Noteworthy, however, is that ALL of these technologies are unavailable at the new building that was purchased by Allied. The biggest surprise is that the new building was purchased for its low cost/sq. ft. value, and this additional cost literally nullifies those advantages.

In another case, L & L Environmental, mentioned previously, literally chose to re-locate their business to Redlands due not only to the cost per square foot of industrial space, but also factored in the low cost of Verizon fiber.

Another surprising and unfortunate fact for businesses that are looking to locate in areas wooing them to startup or expand, some of the area's regional and local governments focused on the purpose of economic development often have some of the most under developed broadband.



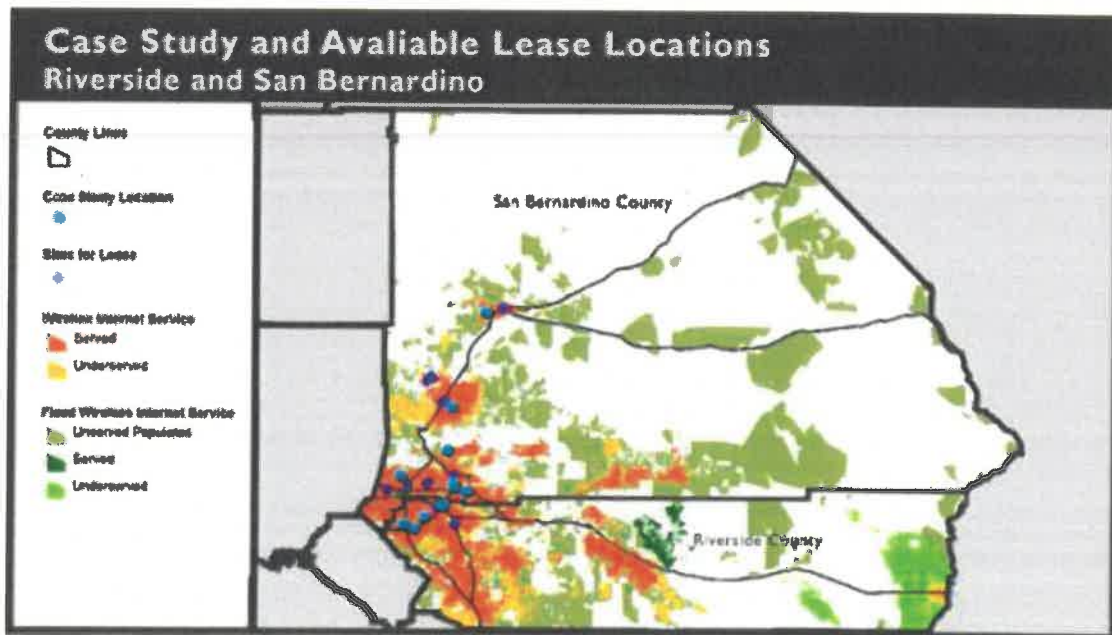
Inland Empire Regional Broadband Consortium

We looked at areas such as the San Bernardino International Airport economic development area, March AFB manufacturing area, Downtown San Bernardino, Downtown Riverside, and Barstow – and more often than not – potential locations for new or re-located businesses were severely underserved by affordable broadband.

For the purposes of this report – lease inquiries were made (see map below) where calls were made to city governments and leasing offices responsible for attracting business to these locations.

The study, while clearly unscientific – had results with emerging patterns. Central leasing offices and city offices had no information available regarding available broadband access at these locations, and often we were directed to leasing companies or realtors for information.

Clearly, work needs to be done so that economic development agencies and leaders have the tools to educate and attract potential businesses for these areas.

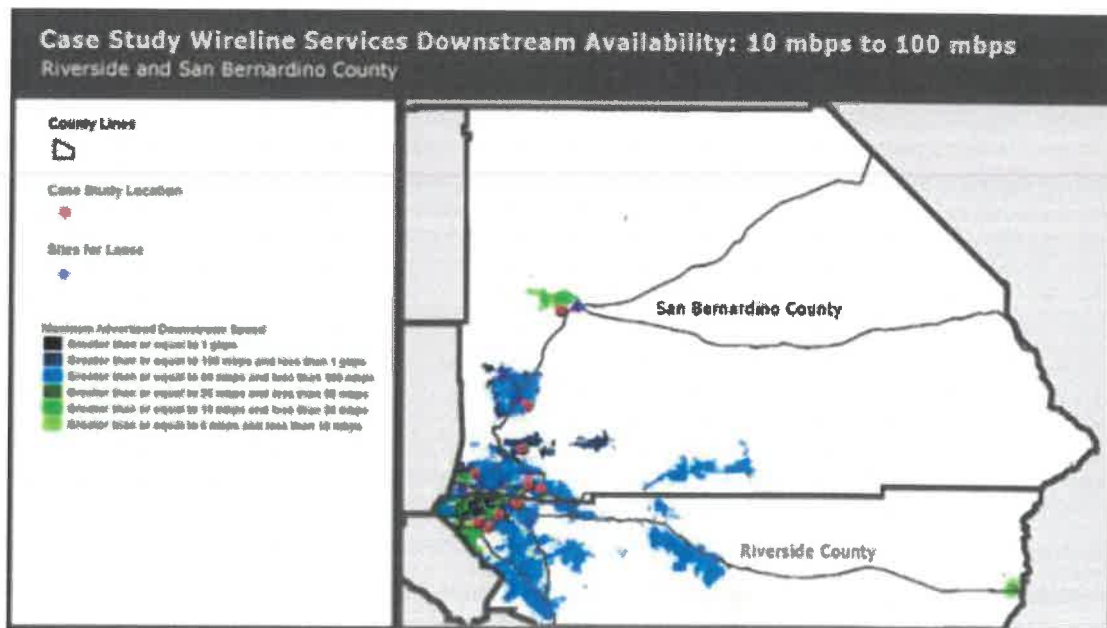




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Below is a map showing CPUC's broadband wireline internet availability data for Riverside and San Bernardino Counties with the case study business locations referenced in this section.





Inland Empire Regional Broadband Consortium

The cascade effect

Once a business is able to procure high speed broadband, more doors are opened to them. There is a “cascade effect” that occurs and businesses can gain even more cost savings, and other advantages as a result of the better internet speeds.

Not only can they gain the cost savings associated with cloud based services described herein, their phone bills can be lowered as well. Telephone bills are a major headache for any small business – any technology that can lower these worrisome monthly bills is welcomed.



For example, VOIP – or “Voice over IP (Internet Protocol)” is a method of running the phone circuits over the internet. With this advanced technology, now – instead of paying an average of \$40 per month per copper phone line (plus long distance or troublesome bundle packages) – telephone service can be run over the internet and savings incurred.

In most cases a reduction of 30-40% or more can be realized. Businesses can even replace their traditional phone system with a cloud based model that can save even more money.

In one Inland Empire business we reviewed – exactly, this happened. Select ACR, a commercial HVAC company located in Riverside moved their business in 2013 a few miles from its original location, discovered that the new location had cable internet at speeds over 20 Mbps+, (as opposed to the DSL line at the old location), and switched their phones to VOIP – saving over \$300 per month.

Riverside-based Inland Aerial Surveys – after 10 years being stuck at 384 Kbps – was able to procure an enhanced DSL circuit of just 6 Mbps down/1 Mbps upload in early 2014 and shortly thereafter switched to a cloud-based hosted phone system, saving an estimated \$300 per month—literally, having the ability to finally get better internet service, which immediately saved them \$3,600 per year.

Clearly, increasing broadband speeds for the typical small business opens doors to significant cost savings, reduced business startup costs, the ability to use new technologies, and more.



Inland Empire Regional Broadband Consortium

Decreased competition and broadband pricing for business

Small businesses are impacted more heavily by lack of competition in the broadband market than large businesses. Large companies will always have the capital to invest in proven technologies that improve the bottom line.

They tend to do more research when locating their headquarters, branches and ancillary buildings, perhaps being able to locate in higher rent districts. They are also in the position to budget to install their own T-1 or fiber optic lines if needed. And, finally, large companies, due to their operations, staffing and needs, can often negotiate costs directly with telecoms, cable companies and other internet providers. Broadband rates and deployment costs are small compared to their larger enterprise budgets.

However, to the small business, access to high speed broadband was not considered when they initially opened their business; and, if not considered up front, when starting a business and signing leases, businesses are left with few options. Ongoing costs in both scenarios can be significant, with no end in sight.

Additionally, metrics that look at cost per megabyte are typically looking only at residential pricing – and gives a skewed view when it comes to the real world costs facing small businesses.

Small business owners—and many of those who help them find their business location—such as realtors, leasing agents, non-profit resources, government economic departments, small business advisors, and other development advisors—do not have broadband quality of service and cost as a primary consideration for starting a business. In fact, many may think that businesses will pay similar prices to what they pay for residential service.

Business grade internet pricing certainly differs from residential. Large telecom providers will have flat rate pricing structures for residential customers, but the business pricing structure is often 10 times or more than that of residential clients.

In markets where only copper has existed, and then fiber is delivered, business will see this new option to buy more bandwidth, but the costs will always match the current offerings from the copper providers.

The pricing structure from competing cable/fiber providers varies based on what the market will bear. But when competition is minimal – pricing goes through the roof. There is no competition or incentive for these telecoms to offer the service at a lower rate. The business will benefit from increased bandwidth, but often sees no cost reductions.



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For example – Allied Injury Management, Inc., in San Bernardino, recently was offered Time Warner internet service from a freshly deployed fiber line in May of 2014. Their price quote for a 100 Mbps circuit is \$3,295 or more per month, depending on the contract term.

Interestingly or perhaps coincidentally, the starting plan offers increased bandwidth (20 Mbps vs. 6 Mbps existing copper service) for approximately the same cost. These companies certainly know their markets. However, the bottom line is that this lack of competition when it comes to business pricing for internet service stifles progress and significantly impacts small businesses.





C. Making Broadband Easier for Small Business

Plain sense broadband and economic development

Most Small Businesses just don't have the information available to them to make the most informed decisions about the availability and acquisition of broadband - especially businesses seeking new locations – whether starting up a new business or relocating from another area.

Even existing businesses suffer from lack of awareness, such as the business owner who signs a three-year term at \$1,200 per month and finds out the following month that low-cost fiber just got delivered in front of their building.

Often, it is the actual sighting of the Verizon or AT&T truck in front of the premise that precipitates this ugly realization. The decision process on which carrier to call – telecom, cable, wireless, etc.—can be problematic at best for businesses.

Businesses need to be aware of cities that are offering high speed municipal broadband. This information needs to be promoted within the region. For example, few people in the Inland Empire realize that Loma Linda offers city-run high speed broadband directly to homes and to businesses, or that Ontario is building its own fiber network in targeted areas.

As there are many factors that go into business planning, businesses need to know what broadband options exist, including these types of municipal programs—finding out about them after-the-fact is really a costly let down.

Clearly, there has to be a better way to help our businesses and to promote economic development through the adoption of faster broadband. Business educational materials and resources for business-level high speed broadband need to be developed and distributed.

Targeted distributors of this information could be:

- Real estate boards, brokers, and business leasing agents
- ISPs—telecoms, cable, independent providers
- Small Business Administration—local assistance
- Regional and city governments promoting economic development, local business investment, and re-locations, and startups
- City and county planning offices
- Inland Empire Regional Broadband Consortium
- Statewide resources, such as the Governor's Office of Business and Economic Development, California Small Business Development Centers, and CPUC



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Current programs and educational resources should be identified and expanded to include high speed broadband as an important business component. Those responsible for promoting regional and local economic development areas need to address broadband as one of the central factors used in promoting business growth in their regions.

In addition, state and regional policy makers, as well as local economic development leaders, need to address services in the business internet markets, which include, working with internet providers so that economic development goals are better aligned with their services and pricing.

Businesses need to understand the importance of their location in order to access high speed broadband, as well as, the availability of broadband now and long term, the cost of business-level broadband, and how it will affect their overhead costs.



Businesses, especially small businesses and start-ups, will also benefit from understanding how they can gain long term and continued benefits by using high speed internet for their business task, i.e., cloud applications, teleconferencing, telecommuting, etc. Education and awareness can only further economic development.





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D. Case Studies

The case studies presented above were prepared by Michael Mack, owner of Netrova, which is located in Redlands and provides business IT services in the Inland Empire and Southern California.

Below is a list of businesses within Riverside and San Bernardino Counties whose stories are used for the case studies.

Crown Printers

Printing Company – Downtown San Bernardino, CA

Increased options 2014 = 4x increase in speed, 20% potential reduction in costs

Options were stagnant for 5-6 years

New internet rates: 20 Mbps/20 Mbps \$900 EOC – was 3 Mbps

Allied Injury Management, Inc.

Medical Management Company – San Bernardino, CA

SB 6 Mbps/6 Mbps \$1,300/month

New options: Time-Warner fiber now available, same costs, higher speeds up to 100 MB and more

Hemborg Ford

Auto Dealership – Norco, CA

6 Mbps/6 Mbps, copper only (EOC), \$1,200 per month

One Stop Multi-Specialty Medical Group

Medical Office – Alta Loma, CA

T-1 \$400 /month

1.5/1.5 (cable and copper available, upload speeds too slow)

Select ACR

Commercial HVAC/Air Conditioning Service and Contractor – Riverside, CA

20/5 Cable under \$200/month

Pre-2013 old location: DSL only 768 Mbps/384 Mbps

Inland Aerial Surveys

Aerial Survey Company – Riverside, CA (located by the Riverside Municipal Airport)

xDSL 12 Mbps/512 Kbps \$100 per month

Was 384 Kbps/384 Kbps for 10 years plus with no other options



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L & L Environmental, Inc.

Environmental Resource and Planning Services, Consulting – Redlands, CA
Verizon FIOS 75 Mbps/35 Mbps \$150 per month

Home Pride Chem-Dry

Carpet Cleaning – Corona, CA
Chem Dry - Copper Only AT&T U-verse 15/1.5 \$130/month

Cedar Pines Park Mutual Water Company

Municipal Water – Cedar Pines Park, CA
Copper Only, DSL 3 MB/768 Kbps -all other options T1, etc.
Not affordable for business; no Improvement in options for over 10 years
Rural

Sigalas Insurance

Farmers Insurance Broker – Barstow, CA
Copper Only, DSL 7 MB/768 Kbps -all other options T1, etc.
Not affordable for business
No improvement in options over four years

One Stop Multi-Specialty Medical Group

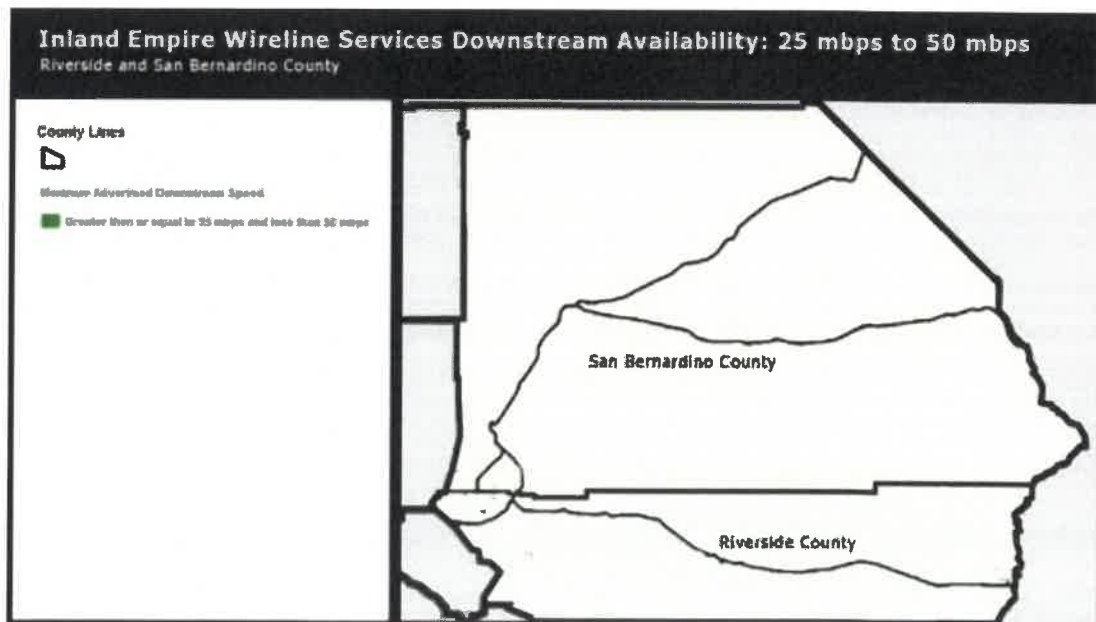
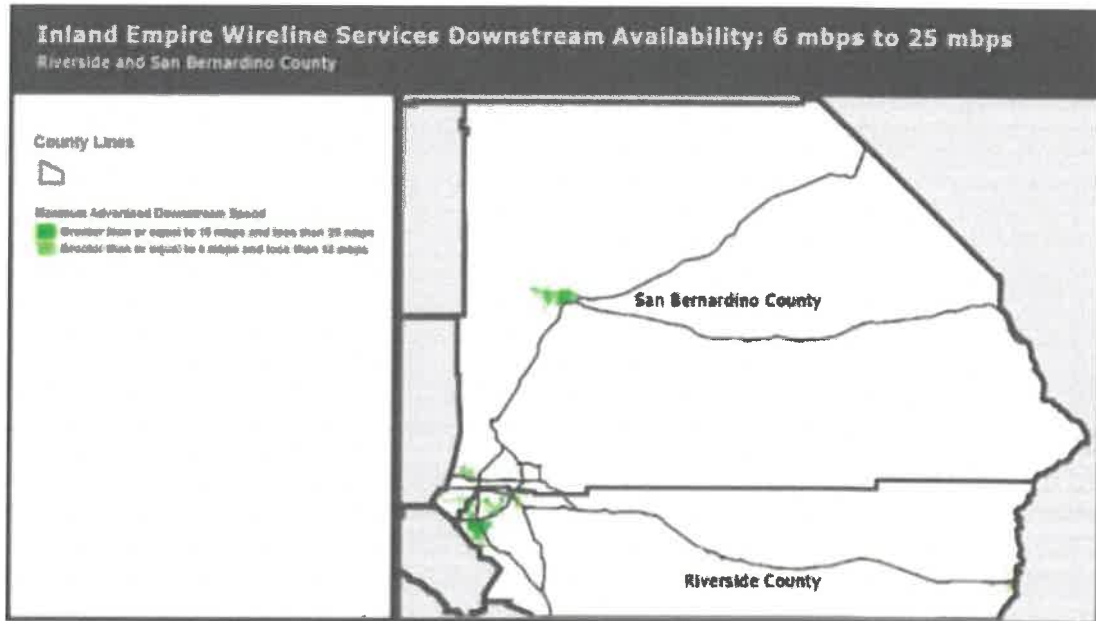
Medical Office – Hesperia, CA
Copper only – choose T1 – 1.5 Mbps \$400/month
Upload speeds provided by copper too slow





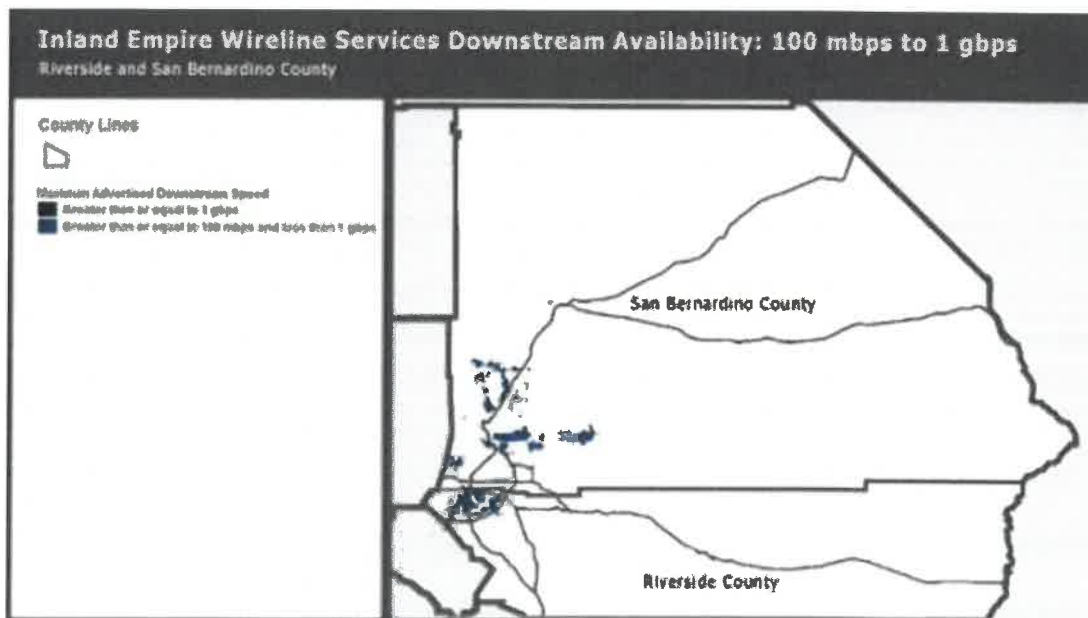
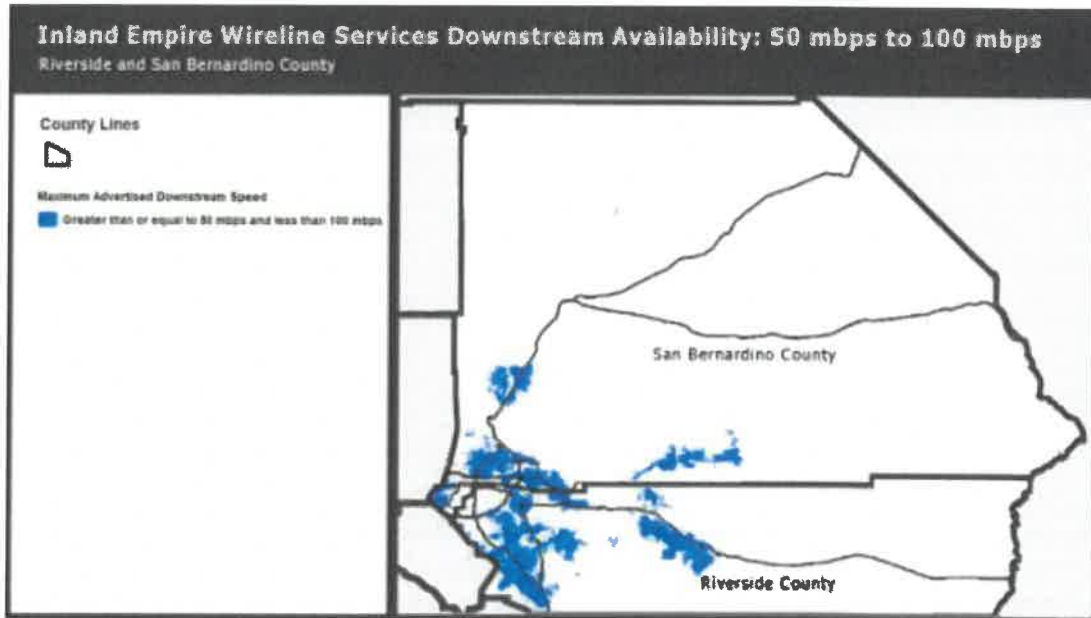
Inland Empire Regional Broadband Consortium

Following are additional maps showing wireline internet service in the Inland Empire based upon CPUC collected broadband data.



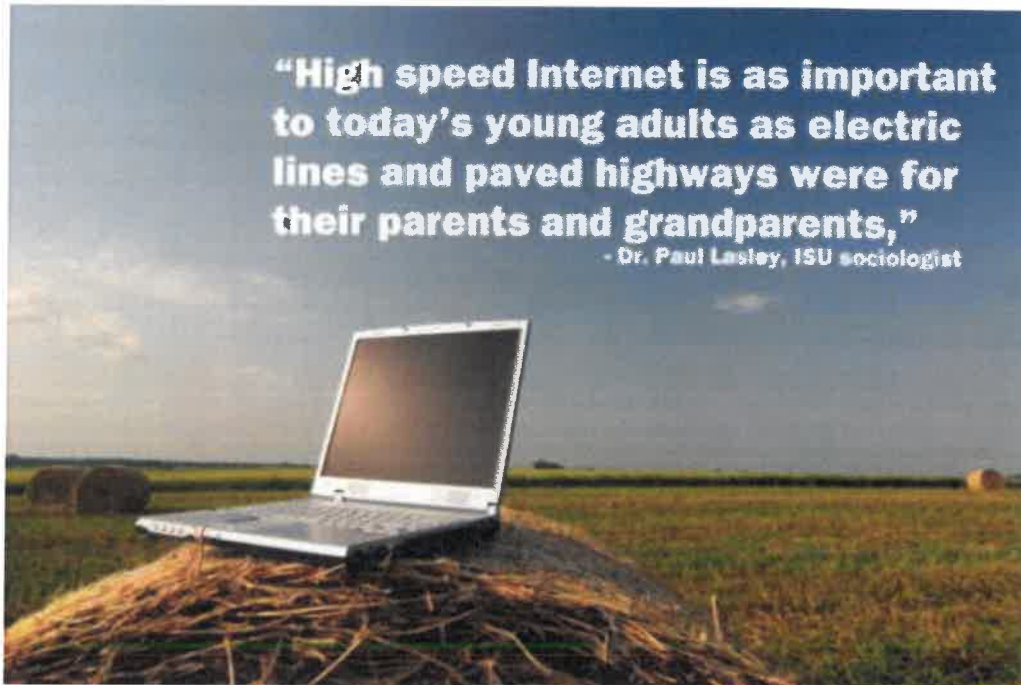


Inland Empire Regional Broadband Consortium





IV. Rural and Remote Areas



Rural and remote areas have difficulty accessing internet service, much less high speed broadband. In December 2007, the CPUC authorized the California Advanced Services Fund (CASF) to provide grants and loans to bridge the “Digital Divide” in unserved and underserved areas in the state. CASF supports projects that will provide broadband services to areas currently without broadband access, and build out facilities in underserved areas.

In 2013, SB740 authorized an additional \$90 million for the CASF Infrastructure Grant and Revolving Loan Account, which includes \$25 million targeted for connecting broadband in publicly supported housing. The CPUC is in process of preparing CASF grant fund guidelines for applications in late 2014.

This year, as part of the CASF annual regional consortia learning summit held in Sacramento in March, the CPUC requested each consortia to present high priority unserved and underserved areas in their region that are in need of broadband infrastructure grant funding.



Inland Empire Regional Broadband Consortium

Rural and remote Priority Areas within Riverside and San Bernardino Counties

IERB Consortium presented the following unserved and underserved communities to the CPUC as important priority areas within Riverside and San Bernardino Counties that should be given consideration when reviewing applications for CASF funding.

These unserved and underserved communities are in rural and remote areas that qualify for CASF funds. They either suffer with sketchy, unreliable internet connections or they have no internet service at all. CPUC field testing and input from residents confirm that ISP advertised wireless rates are sometimes not being provided, if at all, in these areas.

In some cases, internet service exists, but the ISPs have no plans to expand service so that customers are finding themselves on waiting lists with little hope that they will be served.

In these cases, when a resident or business stops their service, a new household or business at the same location will not be able to get internet service —even if service was on and working for the previous family or businesses.

What is happening is that as soon as an internet service connection is closed, it is immediately given to a customer that has been waiting. Therefore, it can come as quite a shock to the new family or business when they are refused internet service and cannot receive any, and at best can get on the waiting list.

These unserved and underserved priority areas are also often disadvantaged with high rates of poverty. Although there are more areas in the two counties in need, the CPUC requested that only a few communities be provided to them at this time that stand out based on field testing and known complaints that residents suffer without service or from low-levels of service.

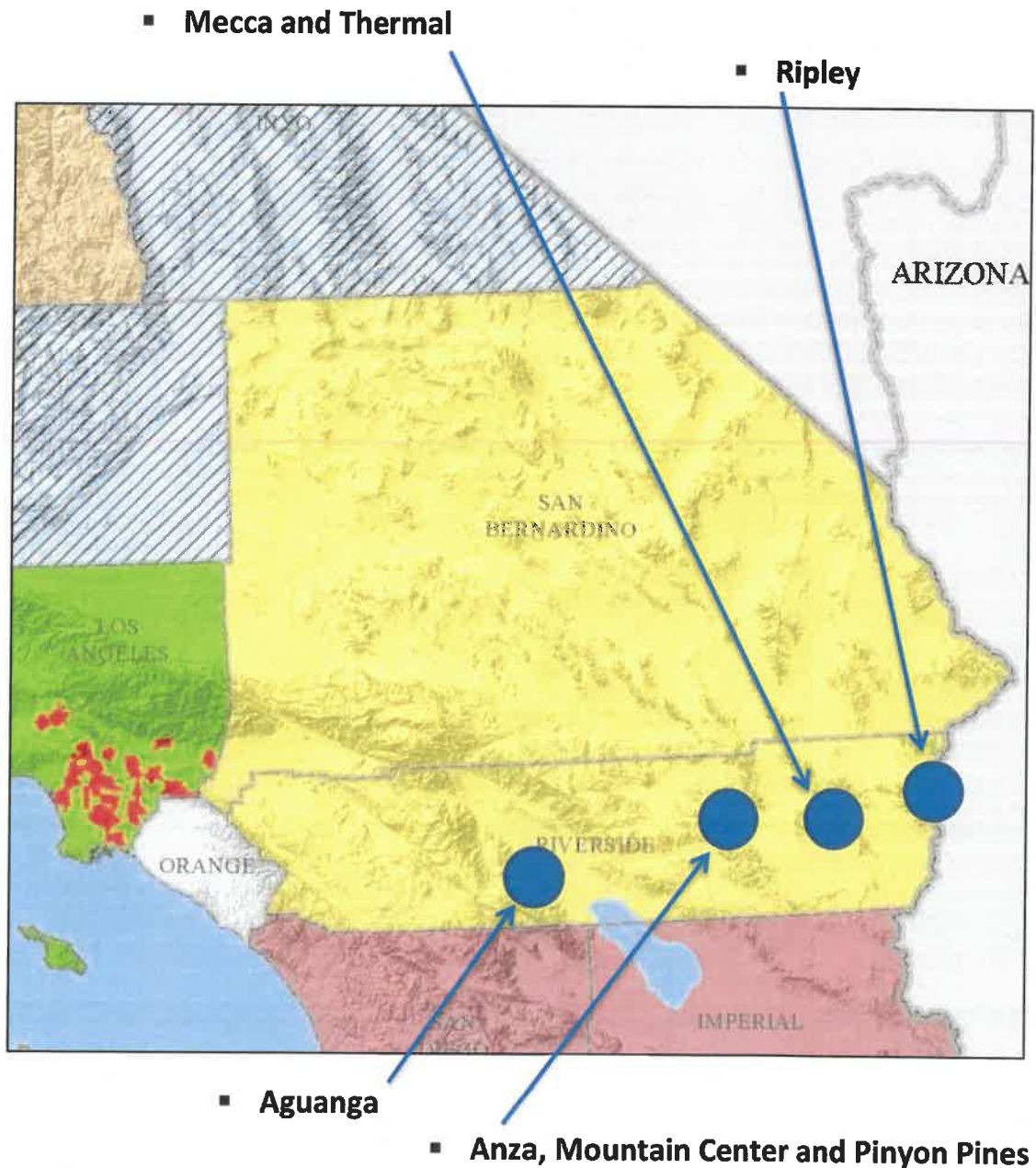
Following are maps and information for each priority areas in Riverside and San Bernardino Counties submitted to the CPUC.



A. Riverside County Priority Communities

California Public Utilities Commission (CPUC)

Riverside County: Unserved and Underserved Priority Communities





Inland Empire Regional Broadband Consortium

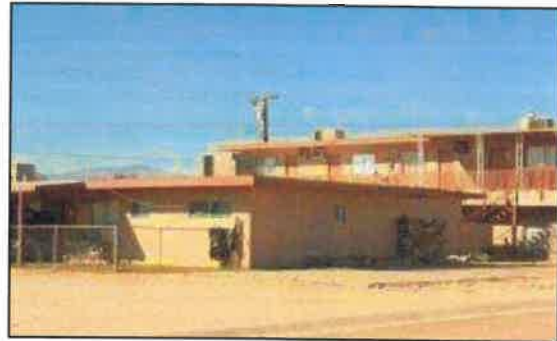
Mecca and Thermal – Unserved and Underserved

- Population: 11,442
- Housing Units: 2,791
- Median Income: \$29,000
- 45% families below poverty
- Average resident is 25-years-old
- 33% High School Graduation Rate
- 95% Hispanic
- Farm Worker Community
- Rural Desert Living



Community Anchors

- Augustine Band of Cahuilla Indians
- Cabazon Band of Mission Indians
- College of the Desert
- Medical Clinics
- Sheriff and Fire Stations
- Thermal Airport
- Torres-Martinez Desert Cahuilla Indians





Ripley – Unserved and Underserved

- **Population: 692**
- **Housing Units: 295**
- **Median Income: \$16,000**
- **42% families below poverty**
- **Average resident is 25-years-old**
- **38% High School Graduation Rate**
- **80% Hispanic**
- **Year-round Farm Worker Housing**
- **Rural Desert Living**



Community Anchors

- **Fire Station**
- **Riverside County Housing Authority Desert Rose Apartments (76 apartments with opportunity for a community center)**





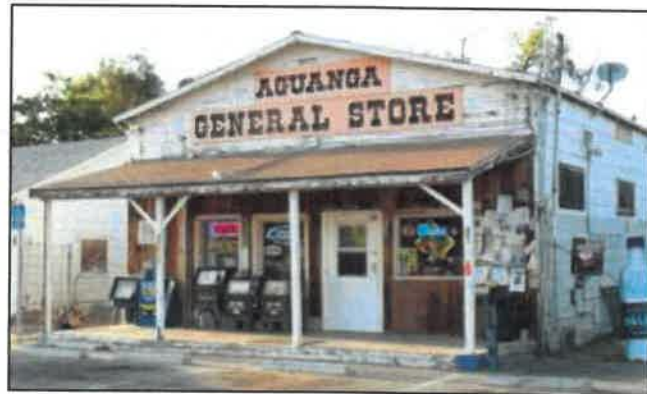
Aguanga – Unserved and Underserved

- **Population: 1,128**
- **Housing Units: 581**
- **Median Income: \$48,000**
- **8% families below poverty**
- **85% High School Graduation Rate**
- **Average resident is 49-years-old**
- **Rural Living**



Community Anchors

- **Aguanga General Store**
- **Cahuilla Band of Indians**
- **Post Office**
- **Rancho California RV Resort**
- **Stage Coach inn**





**Anza, Mountain Center and Pinyon Pines –
Unserved and Underserved**

- Population: 4,675
- Housing Units: 2,477
- Median Income: \$39,000
- 17% families below poverty
- 84% High School Graduation Rate
- Average resident is 36-years-old
- Rural and Mountain Living



Community Anchors

- Camp Ronald McDonald
- Fire Station
- Idyllwild Arts Academy
- Idyllwild School K-8
- Post Office
- Santa Rosa Band of Cahuilla Indians



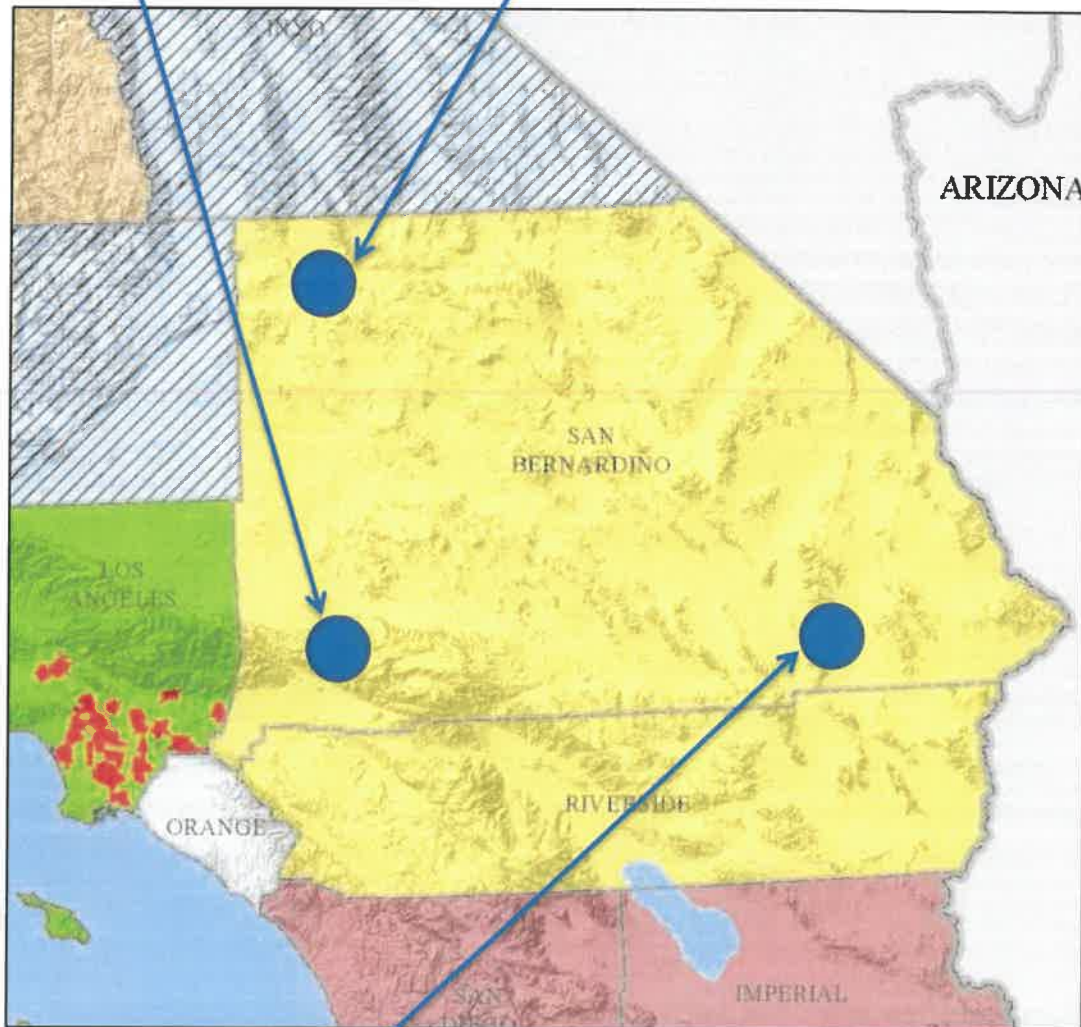


B. San Bernardino County Priority Communities

California Public Utilities Commission (CPUC)

San Bernardino County: Unserved and Underserved Priority Communities

- **Phelan and Pinon Hills**
- **Red Mountain, Searles Valley and Trona**



- **Morongo Basin**



Phelan and Pinon Hills – Unserved and Underserved

- Population: 21,576
- Housing Units: 8,144
- Median Income: \$37,000
- 20% families below poverty
- 84% High School Graduation Rate
- Average resident is 44-years-old
- Rural-Mountain Living



Community Anchors

- High-Desert Transportation Corridor (E-220) from Victorville to Palmdale
- Phelan-Pinon Hills Community Service District
(Note: CSD research identified that Verizon will not expand internet services)
- Snowline Unified School District
- Sheriff and Fire Stations, CALFIRE, and US Forest Service





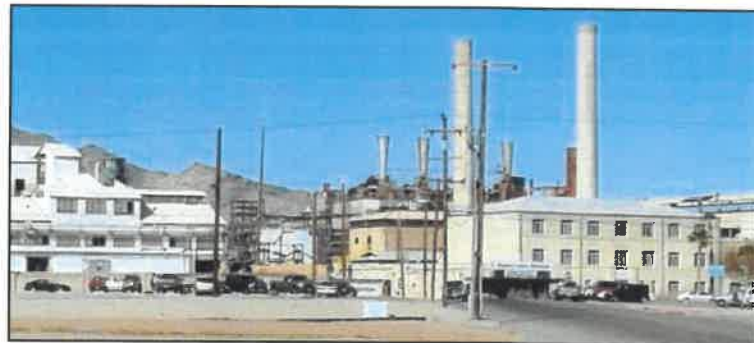
**Red Mountain, Searles Valley, Trona –
Unserved and Underserved**

- Population: 1,864
- Housing Units: 1,068
- Median Income: \$30,000
- 22% families below poverty
- 77% High School Graduation Rate
- Average resident is 40-years-old
- Rural-Desert Living
- Tourism and Filming



Community Anchors

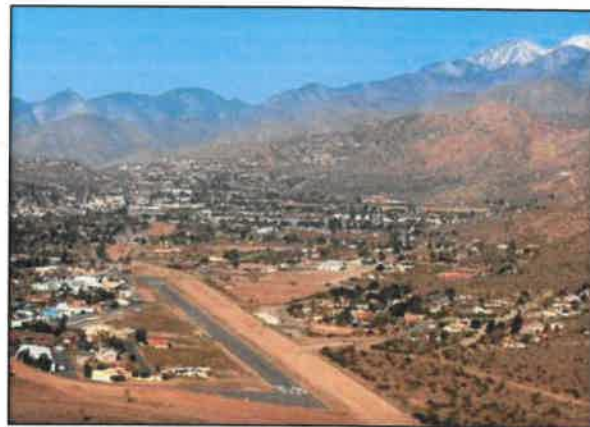
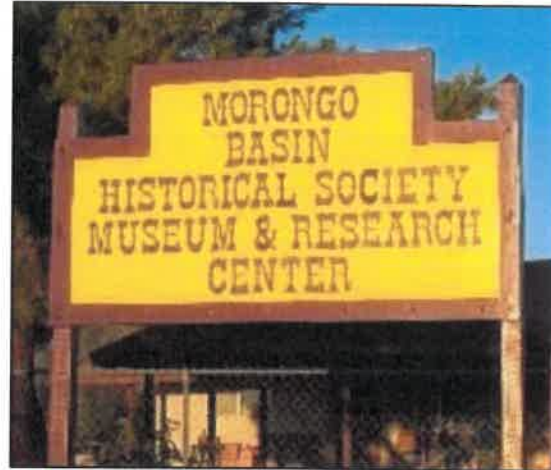
- Digital 395
(Note: The area is poised to take advantage of the new Digital 395 high speed fiber line from Reno to Barstow just built with federal stimulus and CPUC funds – Searles Valley and Trona are nearby, and Red Mountain is literally on the Digital 395 route.)
- Post Office
- Sheriff and Fire Stations
- Searles Valley Minerals
Boric Acid, Sodium Carbonate, Sodium Sulfate, Borax, and Salt
- Trona Unified School District





Morongo Basin – Unserved and Underserved

- Population: 59,356
- Housing Units: 29,238
- Median Income: \$37,000
- 20% families below poverty
- 87% High School Graduation Rate
- Average resident is 37–years-old
- Rural-Desert Living
- Tourism and Filming
- Morongo Basin includes:
 - City of Twentynine Palms
 - Johnson Valley
 - Joshua Tree
 - Landers
 - Morongo Valley
 - Town of Yucca Valley
 - Wonder Valley



Community Anchors

- Joshua Tree National Park
- Hi-Desert Medical Center
- Marine Corps Air Ground Combat Center
- Morongo Unified School District
- Sheriff, Police and Fire Stations





V. Local Government Broadband Solutions

Local government leadership can help close the Digital Divide by setting policy, making laws, creating programs, understanding what infrastructure is in place and what upgrades are needed—whether public or private.

Leaders should be in pursuit of knowing the issues related to broadband service so that solutions to closing the divide can be found. They also need to be resourceful, and go after funding, as well as advocating, and negotiating with ISPs wherever possible for better service and lower costs to their constituents.

Local government can also collaborate with community stakeholders and business leaders to find ways to impress upon the ISPs the need for improved service in disadvantaged areas, rural and remote areas, and to help spur economic growth.

Leaders at every level—elected, appointed commissioners, department heads, staff, and volunteers can make a difference. For example, by collaborating and stimulating a “Smart Region” movement within the Inland Empire.

Local government collects Franchise fees from the cable companies and has built relationships with telecoms over years—it is worthwhile for cities, counties and agencies to use those existing relationships to discuss ways to improve internet service and encourage those, as well as new internet providers, to improve service in the community.

Local government can also create their own fiber networks for internal needs, for economic growth, or to give their residents more choices for internet service. In the Inland Empire, Loma Linda owns and operates its own broadband fiber network, and statewide, Santa Monica’s “City Net” and “Lit San Leandro” are model programs explained below.

Local government can choose policies and laws that lead to improved broadband. For example, the City of Beaumont supports telecommuting and low-impact home businesses. The City actively promotes “always on” broadband in new housing tracts, and encourages including its cost and service in Home Owner Associations (HOA’s) because it is often cheaper if the cost is spread through the community. Beaumont does not limit choice of service providers—it gives residents more choice when it comes to broadband service. There is no Digital Divide in these neighborhoods—everyone has access and it is always on. The Beaumont program is also explained below.



Inland Empire Regional Broadband Consortium

California Emerging Technology Fund (CETF) is a valuable resource

The California Emerging Technology Fund (CETF) is a valuable resource for local government. CETF established the ground work for communities statewide to consider the importance of technology and broadband access by creating the “Get Connected” public awareness and education movement to close the Digital Divide in California. The Get Connected program has been embraced by all counties, and many cities within the state.

Both Riverside and San Bernardino Counties, as well as the City of Riverside and the City of San Bernardino, adopted “Get Connected” Resolutions that declare closing the Digital Divide is vital to economic prosperity and quality of life for their residents, and that broadband is essential for 21st century infrastructure in a digital world and global economy.

- CETF is a valuable resource that can help our communities.
- CETF has identified successful model policies and programs that help local government create their own policies to address broadband access and help close the Digital Divide.
- Local government in the Inland Empire should build upon CETF’s work and utilize programs CETF has identified that are working in other communities within in the State.



CETF website www.cetfund.org has resources for local government and the community.



Inland Empire Regional Broadband Consortium

Digital 395—recognize the value of publicly funded broadband projects in the IE

Local government needs to recognize public investment and use resources when made available, such as Digital 395, a publically funded broadband super highway from Reno to Barstow. Digital 395 was built with federal stimulus and CPUC funding, and opened for business in 2013.

Digital 395 gives competitive rates for internet service to “anchor institution” which include government, hospitals, schools, and community centers.

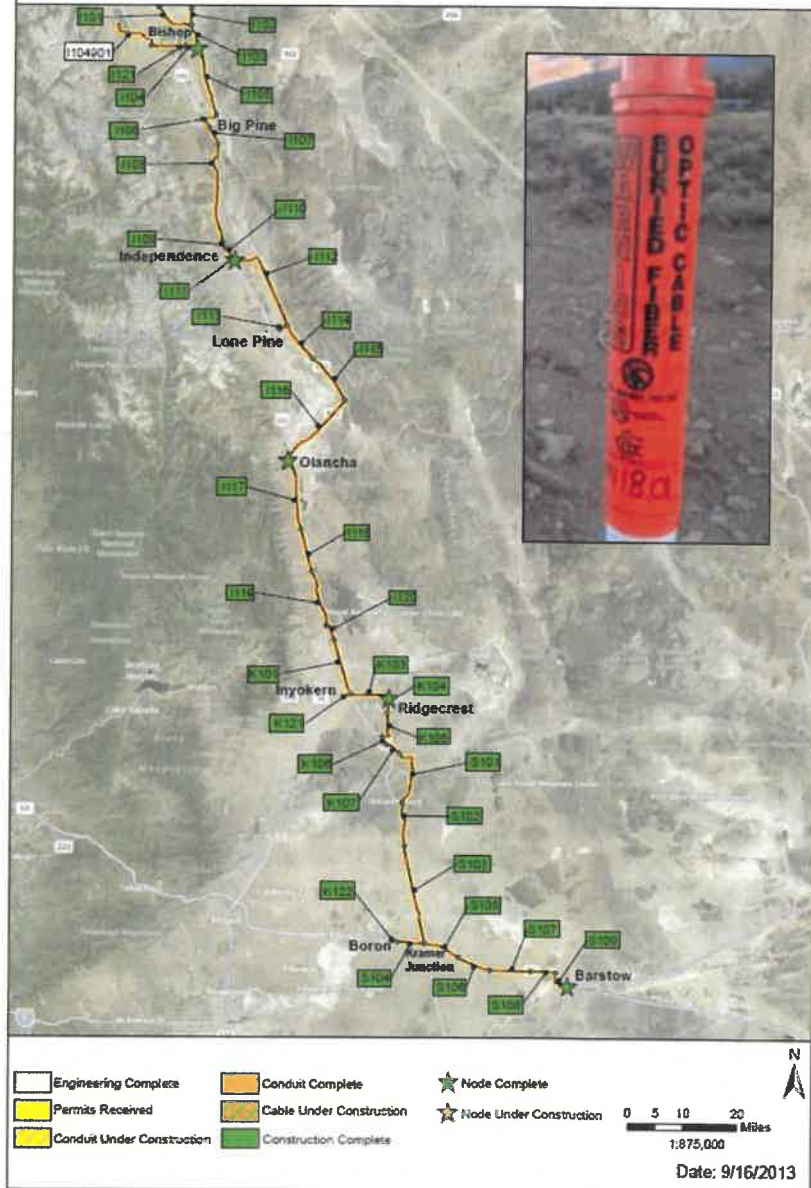
Digital 395 covers over 580 miles and cost \$112 million.

Digital 395 offers 20 to 1,000 Mbps (1 Gbps), and beyond.

Look who benefits:

- San Bernardino County
- Barstow
- Red Mountain
- Searles Valley
- Trona
- Kramer Junction

Digital 395 Construction Progress Inyo, Kern & San Bernardino Counties





Inland Empire Regional Broadband Consortium

FirstNet—nationwide broadband public safety network



The First Responder Network Authority (FirstNet) was created by Congress in 2012 to establish a nationwide wireless broadband network for public safety. The purpose of the network is to provide broadband wireless communications to police officers, firefighters, paramedics and other public safety and support personnel.

Coverage will be based on geography for public safety service as well as population. It is being planned to reliably serve urbanized, rural and underserved areas through redundancy and resiliency built into the network, as well as support a variety of devices.



FirstNet will provide a single interoperable platform for emergency and daily public safety communications at the local, state, tribal, and federal levels.



The Governor's Office of Emergency Services (Cal OES) is California's point of contact for FirstNet. This summer, Cal OES held statewide meetings, including workshops in Diamond Bar and Santa Ana, to solicit input from stakeholders and provide implementation information.

Congress allocated \$7 billion in funding for the construction of the network. To contain costs, FirstNet will be leveraging existing telecommunications infrastructure and assets. This includes exploring public/private partnerships that can help support and accelerate the creation of the network.

San Bernardino County, with an area of 20,105 square miles, is the largest county in the United States and Riverside County covers 7,208 square miles. It makes sense with this much area that the Inland Empire region stands to benefit from FirstNet.

Participation will be key. Local agencies will need to understand the program, develop policies that support the network, and begin identifying and encouraging private/public partnerships with existing telecom and ISP assets in the region. No program of this magnitude will be easy to implement nor without challenges.

The question for the Inland Empire will be if our region will embrace deployment and find ways to utilize this new broadband asset.



Inland Empire Regional Broadband Consortium

Fiber and conduit mapping is necessary and is a perfect application for using GIS

A big issue statewide, and here in the Inland Empire, is that jurisdictions do not track exactly where fiber and conduit is located, and who is responsible for it. Since, counties and cities in the Inland Empire are already invested in Geographic Information System (GIS) software, creating an inventory of fiber and conduit makes good sense.

In fact, Esri, the global leader in GIS software and mapping applications, was founded and has its headquarters in Redlands.



Riverside and San Bernardino Counties, along with many cities in the Inland Empire were among the first to recognize the value of this advanced mapping software and are already set up to use it to help close the Digital Divide, if they made using it for this purpose a priority. Mapping fiber and conduit is one of the best ways to identify and address infrastructure needs. This helps planners and engineers, both public and private, figure out the best way to improve internet service in their area.

Fiber location data can be mapped using GIS to show exactly which streets and properties lack service. Every community should be working closely with its top engineers to create a conduit and fiber plan showing what has been installed—regardless of who owns the fiber—within public right-of-way, and on private property.

If data is not complete at first, this is normal, as almost all GIS mapping projects start out with limited data sets that need to grow, but will eventually become robust, providing opportunity to identify issues, analyze, and solve problems. Database layers can also be added showing information such as land-use, terrain, utilities, income, poverty rates, age, educational levels, etc.



Using GIS to map and track fiber can help to understand where a lack of infrastructure affects broadband service. It also could help identify fiber that may be at jurisdictional boundaries, as data can be shared to find otherwise missed collaborative opportunities.

The City of Ontario, discussed below, just adopted its first Fiber Optic Plan for the City. Others should be looking to do the same—local agencies have the technology, why not use it? The Inland Empire should be a leader in mapping fiber. This should be routine for every jurisdiction that has purchased or has access to GIS software. Esri is right here local to help guide us if we need assistance.



Inland Empire Regional Broadband Consortium

Local government in California, and in the Inland Empire, created broadband solutions

There are some cities in the Inland Empire and within California that are leading the way on improved broadband service and choice with visionary model programs.

Loma Linda Connected Community Program (LLCCP)

Loma Linda owns and operates its own high speed fiber optic broadband network. The program is called the Loma Linda Connected Community Program (LLCCP). The first customer was signed up in 2005. LLCCP includes a City ordinance requiring all new construction include fiber and connectivity technology. Loma Linda's vision is "fiber to anywhere" not just to the home.



The City has in place a fiber ring serving their commercial community. Bandwidth is made available at very competitive pricing to make it affordable for all sizes and types of businesses. The City works closely with the Loma Linda University Medical Center to provide infrastructure and support for sustainable growth.

The fiber network connects various facilities so that information seamlessly flows instantly from one facility to another. The new Loma Linda University Heart and Surgical Hospital has the ability to connect a remote surgeon, in real time, through the fiber optic system, to a robotic system to perform actual procedures.

Loma Linda's vision is that affordable broadband enables local businesses to prosper, students to do work, research, study, and take classes at home, and residents to have an affordable option for high speed, reliable internet.

LLCCP also serves City utilities and traffic management, including traffic control and red-light cameras. It feeds the City's wireless system too.





Inland Empire Regional Broadband Consortium

LLCCP



Program Information FIBER TO THE HOME

Fiber To The Home (FTTH)

Loma Linda Expands FTTH past the home, reaching out to businesses, wireless, anywhere... we call it FTTX.

Why is FTTX important to Loma Linda?

- This city believes in infrastructure
- Provide a better infrastructure for economic growth and development (e.g. higher home values, better business environment, etc.)
- Promote competition (Open Ethernet System)
- Strengthens the image of the City as innovative and progressive
- Supports the commercial and residential interests of the citizens
- Enables the City to play a very central role with our larger business in the City
- Create a globally competitive community
- Establish a new revenue source
- Empowered more community involvement

Loma Linda's FTTX Ordinance

New Construction Requirements:

- Data Cabinet in Master Bedroom
- Cable Bundle Set - 2 Cat 6, 1 Coax in each Living space. 2 sets in Master Bed Room and Family Room
- Fiber into Data Cabinet and Community MDF
- Fiber throughout the development
- Build a community MDF
- Deed the infrastructure over to the City once completed
- City provides builders with design, SOW and BOM
- City provides list of certified and approved contractors
- Cost to the Builder ~ \$3,500 per unit

CITY OF LOMA LINDA FINANCE DEPARTMENT

METER READING		WATER USAGE		WATER USAGE
PREVIOUS / PRESENT		IN 100 CU FT / GALLONS		GALLONS / DAY
0	25	25	21600	381
Current Charges				
Water				\$84.51
Sewer				\$43.82
Refuse				\$37.34
COIA Internet				\$29.85

Web Pay is now available. Please log on
at www.lomalinda-ca.gov to pay your bill.





Inland Empire Regional Broadband Consortium

City of Beaumont Fiber to the Home (FTTH) for new housing tracts

The City of Beaumont promotes FTTH in all new housing tracts. Houses are wired directly with fiber and provided a modem inside. For example, households in Fairway Canyon are served by Greenfield Communications, an ISP that contracts with its Home Owners Association (HOA) providing 24-hour customer service along with a dedicated technician who is available during business hours on-site.

The broadband is “always on” with speeds of 15 Mbps down and 10 Mbps up, and is included in monthly HOA dues. Greenfield offers affordable business packages, VoIP, and other services too. Programs like this are forward thinking and recognize the importance of technology. FTTH should be considered standard procedure for all new homes. This is a prime example of being a “Smart City.”



FTTH internet modem in closet of homes in Beaumont's Fairway Canyon served by Greenfield Communications

There is no Digital Divide in the new homes built in Beaumont.





Inland Empire Regional Broadband Consortium

Inland Empire local government fiber plans

County of Riverside Information Technology Department has a \$19 million budget to create a “fiber ring” to connect county services. The design work is in process now.

City of Riverside Public Utilities, earlier this year, solicited proposals from broadband experts to prepare a feasibility study for a municipally run fiber system.

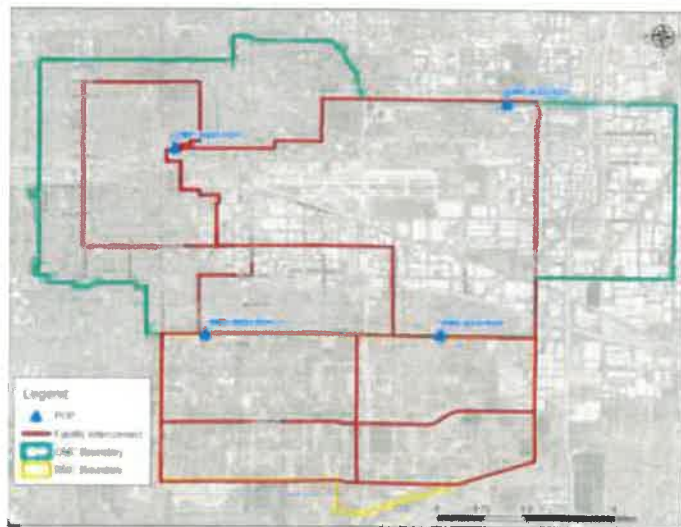
City of Ontario approved a Fiber Optic Master Plan in September 2013, and approved a million dollar design contract in April 2014 to start building the system.



Ontario’s fiber plan also includes a structured wiring ordinance for development to follow.

Here are key reasons Ontario is pursuing their own fiber system:

- Planning – Smart Community
- Engineering – Backbone construction and traffic
- Utilities – Foundation for service and operations
- Library – Distance learning and Internet
- Recreation – Community Centers
- Public Safety – Command Center, Wi-Fi
- Economic Development – Business attraction, marketability
- IT – Service Delivery, Wi-Fi, CCTV
- Ontario Airport and surrounding area – many potential benefits





Inland Empire Regional Broadband Consortium

Santa Monica's "City Net" and "Lit San Leandro" provide powerful local models

Santa Monica City Net is a 10 Gbps broadband initiative by the City of Santa Monica to support an environment for local businesses to compete in the global economy with cutting edge network solutions. The City's fiber optic network assets extend throughout the downtown area and cover the majority of multiple tenant commercial buildings.



Money that would have been spent on leasing slower, less reliable connections from existing providers is instead used to expand public infrastructure and other public amenities, free Wi-Fi, public safety video cameras, and real time parking information.

- The City reduced their telecommunication expenses by 92%
- The system enabled new services like disaster recovery, active directories, Exchange, and VOIP



City Net is run out of the Information Systems Department. The vision for the network and its expansion was created in their 1998 Telecommunications Master Plan, standardizing the procedure that is known as "dig once." Careful mapping and foresight laid the foundation for growth.

The first goal of the network was to save public dollars by eliminating leased lines from private providers. The first \$530,000 investment in fiber infrastructure ultimately resulted in an ongoing savings of \$700,000 per year.

As part of their long term strategy, the City reinvested those savings in expanding the network. Over the past 10 years, the network expanded to offer dark fiber and services of 100 Mbps to 10 Gbps to businesses, as well as free Wi-Fi to the public in many areas.



Inland Empire Regional Broadband Consortium

Lit San Leandro – a public/private broadband partnership – was conceived of by Dr. J. Patrick Kennedy, a San Leandro resident, and CEO and founder of OSISOFT, one of the City’s largest employers. This high speed fiber loop project is seen as an opportunity to revolutionize San Leandro’s broadband infrastructure, positioning the City to be a major player in the high-tech and clean-tech economies.



On March 2, 2012, Lit San Leandro went live, with the first piece of fiber being activated connecting its first building to the fiber optic network. As of August 2012, the vast majority of the loop has been installed and is operational.

Lit San Leandro and San Leandro Dark Fiber LLC comprise the private partnership that work with the City of San Leandro to create the Fiber Loop. San Leandro Dark Fiber owns the fiber optic cable that runs through the City’s underground conduit.

The City has provided 11 miles of underground conduit so far. Lit San Leandro owns and operates the switch and routing facilities that bring lightning-fast Internet service to the community.

According to Lit San Leandro, Palo Alto is netting more than \$2 million a year on dark fiber on city poles and conduit.

World-class connection speeds is also making San Leandro a hotbed of innovation, cultivating and growing the industries of the future. San Leandro is also poised to capitalize on its manufacturing legacy by becoming a hub for advanced manufacturing, medical research, graphic arts, and software development.



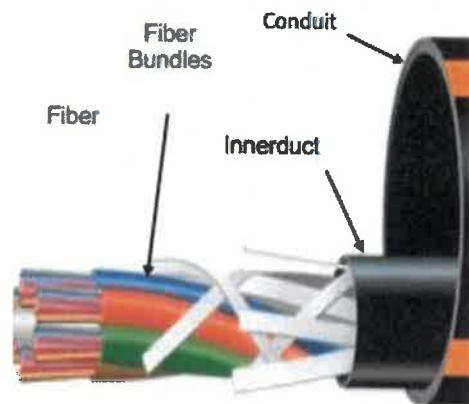


Inland Empire Regional Broadband Consortium

Fiber and conduit in public infrastructure, including highways and rail

Public infrastructure should include broadband connectivity—for public use as well as to lease or provide additional capacity to private internet systems. Fiber and Conduit should be considered at the beginning of projects—not at the tail end, or after bidding is done and contracts are awarded.

The Federal Highway Administration (FHWA) estimates it is ten times more expensive to dig up and then repair an existing road to lay fiber, than to dig a channel for it when the road is being fixed or built.



Here are high-profile projects where conduit and/or fiber should be included. This type of investment helps connect the dots to fiber systems—the ISPs could lease from the public agency owning the right-of-way, or public agencies could use the fiber to create their own network for their community and to improve their own internal connectivity for current and future projects—traffic signal synchronization, public safety applications, and communication.

- **California High Speed Rail**
- **Xpress West High Speed Rail, from Las Vegas to Victorville**
- **E-220 High Desert Corridor (HDC), from Palmdale to Victorville and Apple Valley**
- **Metrolink Extension to Redlands**

High speed rail may be the best corridor to plan for a backhaul system. Especially with routes planned between major urban centers that also cover rural areas, as well as the proposed extension to Las Vegas, and the possibility of a future segment to Phoenix through the Coachella Valley.

A broadband transmission system along State Highways and country roads could be helpful with basic collector grids primarily being located in cities and urban areas.



Inland Empire Regional Broadband Consortium

California High Speed Rail

Following the example of Digital 395, a high speed fiber network should be included in the design of the California High Speed Rail so that tie-ins can be made to the local communities and lower broadband costs can be provided to community anchors such as government facilities, hospitals, schools, libraries, and community centers.





Inland Empire Regional Broadband Consortium

Xpress West High Speed Rail from Las Vegas to Victorville



High speed fiber should be included in the XpressWest High Speed Rail, which will be built on exclusive, new double track over approximately 185 miles between Southern California and Las Vegas. Primarily within or adjacent to the I-15 freeway, XpressWest will have no at-grade crossings with vehicle or pedestrian traffic.

XpressWest is approved for construction and operation within the I-15 freeway corridor. Through extensive collaboration and coordination with the Federal Railroad Administration, Federal Highway Administration, Caltrans and Nevada DOT, all parties agreed to a Highway Interface Manual (LINK) demonstrating how high speed rail can effectively work within an operating interstate freeway.

In December, 2011 XpressWest executed a lease agreement with the Bureau of Land Management for all federal land required for the project comprising a majority of the 180 miles of railroad right-of-way varying from 60 to over 100 feet in width. Working under an executed Memorandum of Understanding with the State of California, XpressWest is positioned to secure all of the required California state property.



Inland Empire Regional Broadband Consortium

E-220 High Desert Corridor (HDC) - highway planned to link Victorville area to Palmdale

San Bernardino County, Los Angeles County, and the Cities of Adelanto, Victorville, Apple Valley, Lancaster, and Palmdale have formed a Joint Power Authority (JPA) to develop from SR14 to I-15. IERB has contacted Metro, who is the Lead Agency for the environmental process working with Caltrans. As of February 27, 2014, Metro has confirmed that, "a high speed fiber corridor is an important component of the project."

The HDC Project proposes to build a new multi-lane roadway connection between Los Angeles County and San Bernardino County through the High Desert area. Components of the proposed project may include:

- Freeway
- Expressway
- Toll Road
- Green Energy Corridor
- High Speed Rail Feeder Service
- Right-of-Way

M Metro **Caltrans**





Inland Empire Regional Broadband Consortium

Metrolink Extension to Redlands

A fiber network should be installed as part of the Metrolink extension to Redlands. IERB research found that Loma Linda has identified this as an important broadband connection.

REDLANDSPASSENGER RAIL PROJECT FACT SHEET

SAN BERNARDINO REDLANDS

ABOUT THE PROJECT

East-west travel corridors between San Bernardino and Redlands are often congested and provide no opportunities for direct transit service. Physical barriers such as the Santa Ana River and Interstate 10, combined with slow local traffic make it difficult for peak-period travelers to get to and from work, home and other activities.

Recognizing a need for a cost-effective travel alternative for communities located along the Redlands Corridor, San Bernardino Associated Governments (SANBAG), the county's transportation authority and commission, developed the Redlands Passenger Rail Project (Project). A key project under the County's self help sales tax Measure I 2010-2040 Strategic Plan and 10-year Delivery Plan, the Project runs along existing railroad right-of-way from E Street in San Bernardino east to the City of Redlands, roughly a nine-mile extension of passenger rail service.

By the Numbers

Total Length of Alignment:	9 Miles
Length of Passing Sliding:	2 Miles
Total Length of Track:	59,600 Feet
Bridge Replacements:	5
At-Grade Crossings:	27
Boarding Platforms:	5
Train Sets:	3

PROJECT BENEFITS

- Creates a Reliable Transit Alternative
- Provides Connectivity to regional transit services
- Reduces Traffic Congestion
- Improves Air Quality
- Supports Private Investment

REDLANDS CORRIDOR STRATEGIC PLAN Phase 1 Commuter Rail

Map showing the route from San Bernardino to Redlands, passing through Loma Linda. Key locations include Colton, San Bernardino, Loma Linda, and Redlands. Major roads like I-10 and SR-210 are also shown.

LEGEND

- Station
- Passing Sliding
- At-Grade Crossing
- Bridge Replacement
- Right-of-Way
- San Bernardino Associated Governments (SANBAG)
- San Bernardino County
- City of Redlands
- City of Loma Linda
- City of Colton
- City of San Bernardino
- City of Redlands
- City of Loma Linda
- City of Colton
- City of San Bernardino

HDR SANBAG



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Location alternatives

High transport and collection speeds require a large bandwidth. Fiber Optic cabling best meets that need. Single mode fiber optic cabling is recognized as having essentially an infinite band width which means there is no effective limit on how fast the data can be transmitted. The Single Mode Fiber Optic Cable will not hinder the development of emerging technologies to meet future demands for greater speed. The issue is physically a decision about implementation layout. The two primary locations for fiber optic cable are either above ground or buried.

Above ground would be installed on poles either owned or leased from another entity. Above ground are more susceptible to environmental degradation, accidental damage or vandalism.

Below ground has less risk, but a higher initial installation cost. Locational rights for underground facilities may be acquired from public entities whereas above ground would likely need to be negotiated with a private sector owner. Technology also exists for data transport by microwave and by satellite. Satellite is currently available with somewhat restricted bandwidth. As stated previously, the CPUC is collecting information about satellite broadband service in the State.

Deployment of additional satellites may be cost effective to serve some remote regions. Microwave transmission is a proven technology. The line of sight limitations may be a drawback in some areas.

Shared facilities

A substantial factor in the installation of a new buried fiber optic conduit system is right of way acquisition and environmental impact mitigation and reporting. The entire network should include a long distance backhaul for the transmission and collection segments. Differences occur between urban (dense) and rural as well as between new developments and existing (built out) urban areas. Several alternatives are available for consideration as shared facilities.





Inland Empire Regional Broadband Consortium

Alternative	Pros	Cons
Dedicated right-Of-way	<ul style="list-style-type: none"> Unrestricted access 	<ul style="list-style-type: none"> Expensive to acquire Requires environmental approval and regulatory authorization
Shared right-of-way, typical	<ul style="list-style-type: none"> Lower cost Less environmental issues 	<ul style="list-style-type: none"> Requires encroachment permit May require license fee Coordination with other agencies
Shared w/Caltrans	<ul style="list-style-type: none"> Minimal right of way costs 	<ul style="list-style-type: none"> Requires longitudinal encroachment permit Requires maintenance coordination Not allowed on interstate highways
Shared w/counties or cities	<ul style="list-style-type: none"> Only requires encroachment permit Minimal environmental regulations Underutilized conduits may be available in urban areas 	<ul style="list-style-type: none"> Requires more oversight and coordination with other utilities. Difficult to site above ground plant facilities.
High Speed Rail	<ul style="list-style-type: none"> Only requires encroachment permit Conduit can be installed as part of new construction at minimal cost Environmental concerns will have to be addressed 	<ul style="list-style-type: none"> May require payment of operating license fees Requires coordination for maintenance Timing of construction may not coincide with broad band implementation schedule
Satellite	<ul style="list-style-type: none"> Avoids construction in terrain w/limited access Avoid buried conduit construction 	<ul style="list-style-type: none"> May not meet capacity requirements Currently only limited availability Higher cost to end users
Microwave	<ul style="list-style-type: none"> Avoids underground construction 	<ul style="list-style-type: none"> Line of sight transmission May require airspace and ground easements Transmission tower may be vulnerable to vandalism



Inland Empire Regional Broadband Consortium

Institutional constraints

The successful deployment of a state wide broadband system will require compliance with the policies, regulations, permits and environmental concerns of local, county, state and federal agencies.

Policies

Much of the collection systems will occur in the urban areas of cities and counties. The adoption of an ordinance or resolution of support is critical to the successful implementation of the system.

State and county support is needed to complete the backhaul component. A waiver of longitudinal encroachment policy by Caltrans will allow backhaul installation between cities and counties. County support is vital to connect unserved and underserved regions not readily accessible by state highways.

Compliance with Federal requirements is necessary to assure the eligibility of each project to accept Federal grant funds. Full compliance with the State Environmental Quality Act (CEQA) and the Federal National Environmental Protection Act (NEPA) need to be included in each project.

Regulations

Regulations are the rules issued by each agency to implement laws, code requirements, resolutions and ordinances. City and county authorization will typically be allowed upon issuance of an encroachment permit, license agreement or other permits.

Environmental clearance

The deployment of a comprehensive broadband system in Riverside and San Bernardino Counties will involve Federal, State, County and local agencies that have decision making authority or jurisdiction over the project. This includes environmental clearance compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Listed below are the most, if not all, of the federal and state agencies and regulatory mandates required before an authorization to construct could be issued.



Inland Empire Regional Broadband Consortium

Regulatory agencies and permit requirements

The permit listings below are representative. Each conduit and fiber project will require an evaluation of the specific need and requirements of each agency involved.

Permits

Each agency with oversight responsibilities may choose to control the installation work by issuing construction and other permits. The requirements of each agency must be determined early on in order to correctly assess the cost of permits.

Federal	
Regulatory Agency	Authorizing Action/Permits
Department of Commerce, National Telecommunication and Information Administration	NEPA Environmental Clearance
U.S. Army Corps of Engineers	Individual/Nationwide Section 404 Permit (Clean Water Act)
Bureau of Land Management	ROW Grant, Temporary Use Permit, Cultural Resources Use Permit, Plan of Development, NEPA Decision Document
U.S. Forest Service	ROW Grant, Temporary Use Permit, Cultural Resources Use Permit, NEPA Decision Document
U.S. Fish and Wildlife Service	Formal Section 7 Consultation (Endangered Species Act, Migratory Bird Treaty Act, Fish and Wildlife Coordination Act)



Inland Empire Regional Broadband Consortium

State of California	
Regulatory Agency	Authorizing Action/Permits
California Public Utilities Commission (and Local Agencies in some cases)	CEQA Environmental Clearance
California Department of Transportation	Encroachment Permit
California State Lands Commission	Right of Way Easement
California Department of Fish and Game	Streambed Alteration 1601 Permit, Section 2081 Permit
California Regional Water Quality Control Board	Section 401 Water Quality Certification, Waste Discharge Requirement, Storm water Permit, SWPPP, National Pollutant Discharge and Elimination System Permit (NPDES)
Section 402 of Clean Water Act	Authorizes the NPDES program and allows coverage under a NPDES General Construction Permit with implementation of a SWPPP
Section 303(d) of Clean Water Action	Requires states to identify impaired water bodies and water quality standards, and develop Total Maximum Daily Load (TMDL) requirements
Porter Cologne Water Quality Control Act	Authorizes the SRWQCB and RWQCB's to implement Regional Water Quality Control Plans, which identify Beneficial Uses for waters in the project area
Local Agencies	
Counties of Riverside and San Bernardino	Encroachment and other Permits
Cities within Riverside and San Bernardino Counties	Encroachment and other Permits



Inland Empire Regional Broadband Consortium

Fiber and conduit deployment in public infrastructure projects

The deployment of fiber and conduit for broadband in Riverside and San Bernardino Counties will need to be phased. Commercial providers should be encouraged to participating in those regions where it is commercially viable.

Public assistance will be required to meet the needs of unserved and underserved areas with special attention to low income, health and safety sectors.

Schedule

Deployment of a comprehensive broadband system in Riverside and San Bernardino Counties will require four primary elements:

1. Backhaul System
2. Installation in new developments
3. Retrofit installation in existing urban areas
4. Upgrading of existing and proposed private systems



Design and schedule considerations

- The region should immediately pursue commitments from the high speed rail authorities to include fiber and conduit into their design and engineering plans.
- However, a backhaul system, if installed as part of planned high speed rail projects, will take time as the Inland Empire segment is not yet scheduled for construction. Counting on these projects for immediate fiber/conduit implementation should not be considered until plans are finished and the rail authorities can provide viable schedules.
- Installation in new developments could be initiated in the near term with adoption of code/ordinance requirements by local and county agencies. Some agencies like Loma Linda and Ontario have already taken this step.



Inland Empire Regional Broadband Consortium

- Retrofit installation can be handled in two ways. Initially, a portion may be installed in vacant conduit. The second would be installation with new conduit. Each option will be affected by the availability of infrastructure development funds.
- Privately operated high speed fiber and fixed wireless systems have been developed in areas of commercial viability. A review and upgrading of capacity may be required to assure system uniformity.
- Institutional adoption of uniform standards may be required as well as policies to assure funding and oversight. Private upgrades could be initiated in the near term after implementation strategies are finalized.

Cost considerations and multi-agency or public-private cooperative agreements

Adding fiber and conduit into public infrastructure projects will typically require a “fair share” of funding contribution from those proposing the project. However, keep in mind that the cost of adding fiber or conduit during construction, in a “Dig Once” scenario is much cheaper than going back after the fact to install.

1. Administrative Startup
2. Concept Design
3. Backhaul System
4. New Developments
5. Retrofit Installation
6. Private Systems

There are a number of cost factors. In addition to the installation cost of infrastructure, the system cost estimates must also reflect the cost of planning, design, construction, inspection, right of way, permits, environmental clearances, as well as community outreach.

There is also operation and maintenance costs associated with these projects.

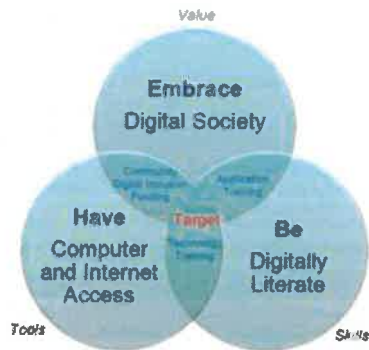
Multi-agency and/or public-private partnership cooperative agreements may be necessary depending on the complexity of the project. Including fiber/conduit in projects like the high speed rail and Caltrans projects will likely require such agreements. Also, if projects are in public right-of-way, costs should be null or likely, minimal.



VI. Programs for Underserved and Disadvantaged Residents

A. Digital Inclusion Programs

Broadband access can have a major economic impact on low-income populations. For example, broadband is essential to the job search process. For underserved populations to more successfully compete in today’s job market, they must have the ability to access and use the internet to seek and apply for jobs and to participate in workforce preparation and educational activities.



The most effective broadband adoption efforts are those specifically targeted to the population most impacted by the Digital Divide and addresses the barriers or affordability, access and adoption. Community anchor institutions such as libraries, schools, community colleges and local government and public assistance providers could offer free or low-cost high speed broadband services while the government agencies could seek

partnership solutions to achieve affordable in-home broadband access rates combined with free or low-cost equipment for adoptability.

Access to and adoption of broadband enhances social and economic development and has other positive effects in the community. It can help improve delivery of government services and create strong relationships between policymakers and constituents by fostering better citizen engagement.

Government services are increasingly being made available online. Municipal government, using social media such as Facebook and Twitter, is also helping keep residents apprised of what is going on in the community in easier and faster ways. Government efforts to go online should include consideration of providing internet access to those who don’t have it.



Stakeholder groups at the local level are another valuable resource—their expertise in the individual needs and challenges that arise with the diversity of disengaged groups helps develop innovative approaches to ensure successful adoption standards across all demographics.



There is no “one size fits all” solution

No one-size-fits-all solution exists for promoting broadband adoption among unserved and underserved populations, but the solutions must include these factors:

- Recognize the variety of adoption needs. Cities and neighborhoods have different broadband adoption needs.
- Increase relevance of broadband adoption. Relevance and meaningfulness can be increased for those who are non-adopters by incorporating broadband use into existing social structures and social service delivery (e.g., accessing public information and resources online).
- Understand the value of partnerships. With limited funding, developing partnerships is a way to maximize scarce resources. Whether existing equipment is being repurposed or information is being shared that would not be otherwise available, partnerships can be effective at helping stakeholders work with what they have.
- Provide tools to those who need them. In addition to the lack of access and digital illiteracy, an adoption barrier is simply not having the tools at hand to use broadband. Solutions may include incentives in the form of free broadband access or computers as a way to encourage and promote adoption.
- Engage other stakeholders. Different interest groups bring their individual perspectives to the table. Developing solutions to meet challenges requires a comprehensive understanding of the specific community’s playing field and players.





Inland Empire Regional Broadband Consortium

Broadband and technology is being used to meet important civic and public policy goals

Educate and train people for 21st century employment

Digital Inclusion means that students of all ages have access to broadband, new software, and online applications. With access to broadband, students are able to connect to a whole world of research and information, and gain new means of communicating with teachers at their local schools and other learners across the globe.

Some government reports and other kinds of information are now available most easily—and sometimes only—online. Self-paced online applications and distance learning give adults new skills to be competitive in the workplace. Online video, sound, and interactive education programs more readily excite and engage children in the learning process. Research indicates that such technology can have a strong impact on improving academic performance, particularly among children with lower grades. Interactive communications between students, teachers, and parents can also help improve student performance.

Enable economic and community development

Digital Inclusion is also fundamental to generate economic growth and develop strong, healthy neighborhoods. Employment in many industries is positively associated with broadband availability and use. It has been reported that 60% of jobs now require computer skills. Thus, computer training and experiences that produce skilled workers are essential for economic development and growth.

Broadband is also important for job creation. Every percentage increase in broadband availability increases employment by at least 0.2%. This direct correlation is particularly true in manufacturing and services industries such as finance, education, and health care.

Additionally, broadband, and specifically wireless technology, generates economic activity by attracting large and small businesses that need infrastructure to run their operations and draw customers. Travel and tourism are similarly enhanced — hotspots, information and reservation kiosks, and the ability to work remotely are attractions for recreational and business travelers. From the consumer perspective, many merchants offer discounts and rebates only available to customers online.



Inland Empire Regional Broadband Consortium

Support civic engagement

Digital Inclusion also enables new forms of civic engagement and participation in democracy. Broadband has become an essential conduit for information. Many Californians go online to research the decisions they make as voters, taxpayers, and consumers. Additionally, the internet has facilitated the association and collaboration of people for information and advocacy purposes.

Promote public safety and delivery of government services

Internet technology has changed the way citizens interact with their government. This new dynamic is included in the term e-government — referring to the use of internet technology both as a platform for exchanging information and for providing services. Internet technology also enables greater citizen participation and the timely receipt of public information.

Digitally inclusive technologies support the delivery of government services and enhance public safety efforts. Jurisdictions use email to communicate with residents and have implemented websites that deliver information and basic services online. People can now apply for a professional license, check the status of a potential contractor, and file their taxes online. Local governments have applied technologies to improve public safety through services such as security monitoring and emergency communications.

Wireless broadband has proved beneficial in community disaster management, traffic control, and citizen response. In their efforts to improve public safety, local governments are making efficient use of video surveillance, hazardous material tracking, incident reporting, and management from the field. Efficiencies have also been reported in using wireless technologies for parking meters and utility meter reading.

These examples of how broadband and computer technology are being applied to support education, economic development, health care, government services, and other civic goals highlight the importance of pursuing and implementing technology with an eye to Digital Inclusion.





Inland Empire Regional Broadband Consortium

Serve low-income families, seniors, and the disabled

Internet connectivity equals opportunity. It is an absolute necessity in order to fully participate as a productive citizen in a digital society. Education is the number one thing that lifts people from poverty. In a digital society it is impossible to pursue a quality education without access to the internet. Therefore, internet access needs to be viewed as an essential service. Any digital inclusion strategy must include:

- Digital Literacy
- Internet connectivity
- Hardware

Neighborhood access centers and community technology centers

Located in underserved neighborhoods, with programs to promote technology use and access, including regular free classes in computer and internet use.

Digital skills classes

Curriculum designed to help people in underserved communities access online resources and create a brighter future for themselves and their families. The use of a portable computer lab in targeted areas might be one way to get a hands-on experience to low-income families through volunteer, business, non-profit, or government resources. Perhaps an ISP or computer company could provide the mobile lab/vehicle. Conducting free digital skills training and awareness sessions at local libraries and other community institutions are viable options.

Internet access and inexpensive computer equipment

Thousands in our area have no computer at home and cannot take advantage of all the benefits of internet connectivity. Collecting used desktops, laptops, tablets and smartphones for this purpose and donations from computer companies could fill the gap to provide equipment to low income residents at no charge or at an extremely low price based on income. Additional discounts might also be given to those who participate in digital literacy training programs.



Inland Empire Regional Broadband Consortium

Telecoms and internet providers discounts

Telecommunications companies and other internet service providers (cable companies, independent ISPs, etc.), as stakeholders, should consider offering low-income packages, or donating services to community and neighborhood access centers.

Expanding the California Lifeline program to include high speed broadband for low-income families is a logical addition to the existing programs for electricity, natural gas and telephone services (landline or cell). A prototype program was conducted, but results have yet to be shared and expansion of the program has not been initiated.

SmartRiverside as a model Digital Inclusion program



Another approach is to replicate model digital literacy programs like SmartRiverside that help students and families with online access and training. Another idea is to utilize a coalition of volunteers to work one-on-one or in small groups to facilitate digital literacy learning. Utilizing neighborhood and community centers for training, volunteer support, computer equipment and high-speed broadband access is essential.

The SmartRiverside Digital Inclusion Program is an example of a successful program with all of the components listed above designed to bridge the Digital Divide here in the Inland Empire. The program serves low-income families that do not have the resources and need digital and online training.

SmartRiverside's program is multi-faceted and community based. It also trains at risk youth to refurbish computers that are then given to low-incomes families at no cost. Before the families receive their free computer, they receive eight hours of free computer training, and SmartRiverside provides ongoing technical support for the equipment.

SmartRiverside also has other innovative programs that range from helping local high-tech companies, providing a successful e-waste recycling program for Riverside and surrounding areas that offset the digital inclusion program costs, and the mentoring of at-risk youth through internship programs and a STEM school outreach program.



VII. Education

A. Schools

Educators in the Inland Empire are aware of the Digital Divide, and are working to help close it. They are also striving to support technology careers by embracing STEM educational programs and creating technology plans. Access to computers at school is improving. For example in 2012, San Bernardino County had a ratio of 5.4 students per computer which is above the state average of 5.8.



In 2012, STEM-related degrees accounted for 20% of the total number of degrees awarded in Riverside County with a growth rate 25% of these types of degrees over the past five years.

San Bernardino County is also seeing gains in STEM, as it had an increase of 73% over the past five years STEM-related Associate Degrees awarded, and a 9% increase in Stem-related Bachelor Degrees. However, studies showed that of those gains, San Bernardino County’s degrees in the specific field of Information and Computer Science declined 18%, while Riverside County did not experience this same decline. This type of information should be explored to find out why interest in this type of technology degree is not rising, as it is known as an area that is creating jobs.

More and more school districts are going online with class curriculum and assignments, ushering in the true digital age for education. Without access, preferably at home or a neighborhood access center, and the technology to achieve that access (computer/tablet), an unserved or underserved student will be at great disadvantage in maneuvering through the education system.

E-rate provides discounts of up to 90% to help eligible schools and libraries in the United States obtain affordable telecommunications and internet access. The program is intended to ensure that schools and libraries have access to affordable telecommunications and information services

Eligible participants include public and most non-profit K-12 schools as well as all public and many private libraries. Program participants must carry out a competitive bidding process to select the most cost-effective companies to provide the goods and/or services requested.



Inland Empire Regional Broadband Consortium

The call for E-Rate 2.0

FCC Commissioner champions school broadband, E-Rate 2.0

May 9, 2014 in Techwire.net, Digital Divide News

*E-rate*2.0

FCC Commissioner Jessica Rosenworcel – who is championing school broadband and E-Rate reform, said that while most schools are connected to the internet, connections must be faster and must go all

the way to the classroom. She also took the FCC's E-Rate program to task, calling it burdensome and bureaucratic.

And libraries, deep into the digital age, are included in the need for speed, she said. Libraries feature 3-D printers, on-demand book printing, eBooks, audio books, computer programming classes, Web-based instructional systems in many languages, and of course printed books and materials. And in most communities, internet access – which has become essential for information, job applications, education and homework – is free only in public libraries. Libraries as well as schools need more capacity. The solution, she said is E-Rate 2.0.

E-Rate 2.0, she explained, consists of speed, simplification and smart spending. Speed is 100 Megabits per 1,000 students to all schools in the near term and 1 Gigabit per 1,000 students by the end of the decade.

Simplification of the E-Rate program means multi-year applications and user consortia. Spending smart means better accounting practices, and focusing E-Rate support on broadband instead of outdated services such as paging.

School provided technology

More and more school districts are partnering with hardware and software suppliers to provide tablets to students from elementary to high school. Providing the technology helps students have a leg up on digital literacy. The weakness is where free high speed or wireless internet access is not available. There is also the in-home environment to be considered, as the children in a home may have digital literacy and parent and extended family members may not. Digital programs that provide computers and online devices which reach both students and their families are proven to be more successful for participating students.



Inland Empire Regional Broadband Consortium

Online schools in the Inland Empire

- **The Redlands eAcademy**

This online school is the newest Redlands Unified School District School, an online school that serves students in grades K-12.

Redlands eAcademy provides a learning environment for parents and students who prefer to work and learn independently. Students meet once a week with a RUSD teacher and have the ability to work with other students in small groups on activities and labs.

New eAcademy in Redlands will offer online schooling

Under the direction of the Redlands Unified School District, the academy combines online and in-person instruction to teach kindergarten through 12th-grade students a variety of subjects using modern technology and resources provided by its teaching staff, a counselor and Principal.

The move comes after district officials began to notice a boom in online learning, and an increase in enrollment numbers at area charter schools.

A staff of seven – including the principal -- will handle up to 120 students every year, with teachers laying out lesson plans and homework to be completed by each student at the beginning of each school week.

Each student will meet with their teachers on-site once a week for discussions, take tests and participate in additional activities, such as labs, with their peers.

Online videos and parent resources will be available throughout the week for lessons to be taught smoothly outside of the classroom setting.

And should any student or parent need help outside of the classroom, teachers are only an email away.





Inland Empire Regional Broadband Consortium

- **Snowline Virtual School**

Snowline Unified School District in Phelan offers a Virtual School along with a robust online program, in spite of underserved internet access. Snowline offers online and make-up classes from 3rd grade to high school and also partners with the San Bernardino County Library.

The mission of Snowline Virtual School is to offer students multiple pathways to achieve success within a 21st century learning environment. They provide flexible options in a safe, positive, and respectful atmosphere that meets the diverse educational needs of their students.



Snowline Virtual School (SVS) is a public, K-12, tuition-free blended school which offers high quality, interactive classes by combining online instruction with instructor-led courses taught by highly qualified, California credentialed teachers.

This educational program delivers content in a variety of formats to address the needs of students' preferred learning style, while providing frequent and meaningful communication between student and instructors. SVS strives to create a learning environment that is active, engaging, cooperative, and meets the needs of 21st Century learners.





Inland Empire Regional Broadband Consortium

- **School2Home**

School2Home is an innovative statewide program sponsored by CETF and The Children’s Partnership to help close the Achievement Gap and the Digital Divide by integrating the use of technology—



computers and broadband—into teaching and learning at low-performing middle schools throughout California with an emphasis on parental involvement and home connectivity.

Closes the achievement gap

- Targets Title 1 middle schools in Program Improvement
- Helps students acquire core skills in reading, writing, math and science
- Encourages students to develop deep learning skills for academic success
- Engages parents as learning partners

Closes the Digital Divide

- Targets families who lack home computers and broadband
- Infuses technology into all aspects of student learning at school and home
- Makes technology relevant with school-centered parent education and engagement

A comprehensive program

The School2Home program consists of 10 components woven together into a comprehensive program to achieve sustainable academic gains. There is a focus on capacity-building so that schools can implement the program step by step.





Inland Empire Regional Broadband Consortium

B. EveryoneOn.com – National Campaign

EveryoneOn is a national nonprofit that aims to eliminate the Digital Divide by making high-speed, low-cost internet, computers, and free digital literacy accessible to all unconnected Americans.

By calling **1-855-EVRY1ON**, texting **CONNECT** to **30364**, or visiting **everyoneon.org**, users can search by zip code to find free computer and internet training classes in their area.

To drive awareness and relevance, EveryoneOn partnered with the Ad Council to launch a three-year, multi-media bi-lingual campaign about digital inclusion – the first of its kind.



The goal of the campaign is to help motivate the millions of Americans who do not have the digital literacy skills they need to succeed become connected and take advantage of free digital literacy training in their communities, including information on computer basics, job searches, accessing government resources, and connecting with family and friends.

Through partnerships with internet providers and device refurbishers, EveryoneOn offers free and reduced internet service and equipment costs to low-income individuals and families. Some of the options have data caps and set up fees. In addition there are few options for the Inland Empire, as it appears that Comcast and Cox provide most of the service.

Neither of these companies have a large presence in the Inland Empire. This program needs to expand to ISPs that serve our region. If it proves successful in other areas of the state, leaders in our region should work with EveryoneOn to get their help to identify broadband solutions for disadvantaged families in the Inland Empire.



C. Library Community Centers

Public and some private libraries have been standing in the gap for the groups most impacted by the Digital Divide: low income families, seniors and the chronically unemployed.

Many of them turn to public institutions like libraries

- 32% of lower-income (<\$30k per year) Americans have accessed the internet for free from somewhere other than home, school or work in last 12 months.
- 81% of lower-income Americans say it is "very important" for the library to provide free access to the internet & computers.
- 35% of lower-income library users have used the internet or a computer at a library in the last 12 months.

Public libraries have experienced exponential use, while economic pressures have brought about increasingly limited days and hours of operation as more and more libraries have been forced to reduce their hours of service during and post Great Recession. Libraries are not open 24/7. Often, they are not even open every day, or extended hours.

Broadband access is limited by the number of computer stations available, necessitating some libraries to institute usage time limits. Some libraries require users to have a Library Card and some libraries have a residency requirement where those living outside the service area must pay for a Library Card. The A.K. Smiley Public Library in Redlands is an example. Internet service is often problematic, many times not available for days as funds have not been put towards infrastructure upgrades.



**Computer Stations at
A.K. Smiley Library in Redlands**

Libraries, while an integral part of breaking the Digital Divide, cannot be the only community access centers available. The need is just too great.



**D. Riverside Unified School District (RUSD)
Technology Plan, 2013 - 2018**

The RUSD Technology Plan – Vision 2020

This RUSD plan serves as a guide for technology implementation as well as to meet E-rate requirements.



The introduction of information technologies into virtually every aspect of our lives has led educational leaders, parents, and students to think differently about where and how learning takes place. Traditional concepts of schools, classrooms, and learning are being challenged as technologies introduce new ideas and capabilities into the system. Beyond the school walls, the global business market is demanding a new set of skills from college graduates and has an increasingly growing pool of workers from which to draw the best qualified employees. At the same time, the rate of change in both business models and related technologies makes identifying the specific skill-set difficult to articulate, let alone plan for. This technological change is being driven by five factors:

1. The technologies we use are increasingly cloud-based and access is decentralized. Information is accessible at any time from almost anywhere.
2. There is a growing shift in the way education is viewed; moving from a focus on the transmission of knowledge (teacher-centric) to the process of learning (student-centric).
3. The ease of access to resources and relationships made easily accessible via the internet is driving questions regarding the definition of teacher, class, and textbook.
4. People expect to be able to work, learn, and study whenever and wherever they want to and are increasingly resistant to arbitrarily established restrictions relating to time and place.
5. Technology devices are increasingly available at low cost, simple to use and support and owned by many students, parents and staff.

These new realities have produced calls from political and business leaders for schools to transform themselves, in order to create learning environments that promote an emerging set of 21st Century learning skills that include active learning, critical thinking, collaborative learning, and knowledge creation.



**E. San Bernardino City Unified School District (SBCUSD)
Technology Plan, 2012 – 2015**

The goals, benchmarks, and timelines in this technology plan will guide acquisition and integration of technology in SBCUSD for E-Rate.



SBCUSD is a dual platform district.

Elementary schools have primarily Mac computers and middle and high schools have a mix of Macs and PCs. The district has been working to provide teachers and students with access to appropriate technology during the school day and outside school hours.

Many schools have computer labs for specialized programs. A number of schools employ mobile labs with laptops or iPads that can be shared among a variety of classrooms. All school libraries have computers for student use.

- All teachers and instructional support personnel have access to at least one computer, and many have laptops.
- All students have access to at least one computer in their classrooms, the school library, and computer lab.
- Many schools provide students access to computers before and after school through after-school programs, Adult Ed and ROP programs, and site family resource centers.
- The use for e-mail, online job searches, creating and printing resumes, student homework help, etc.

In addition, a variety of electronic resources are used throughout the district for instruction, research, and enrichment, record keeping and data analysis, home-school communication, and professional development.



Inland Empire Regional Broadband Consortium

F. San Bernardino Community Colleges Digital Consortium

SBCCD wins grant to develop regional digital consortium

As part of their "Doing what Matters for Jobs and the Economy" theme, the California Community College Chancellor's Office (CCCCO) has divided the state into 12 regions, creating consortiums within each that have been asked to work together to identify priority and emerging economic sectors within their respective regions. Different parts of the state have different focuses and strengths.



Part of Region 9, the San Bernardino Community College District is represented through its Economic Development and Corporate Training Division (EDCT), which partners with companies (small and large) and government agencies to provide innovative approaches to education and business development.

In 2013, EDCT was awarded a three-year CCCCCO consortium grant in the area of Information and Communication Technologies/Digital Media (ICT). This sector includes all rapidly emerging, evolving, and converging computer, software, networking, internet, telecommunications, programming, information systems and digital media technologies.

EDCT formed a "ICT Digital Consortium" consisting of educators, business and industry heads, labor groups, employment industry leaders and others to document the resources and educational opportunities already in existence locally that relate to ICT, and also to identify and close the gaps within the workforce to align them with the needs of the employers and labor market for the region.

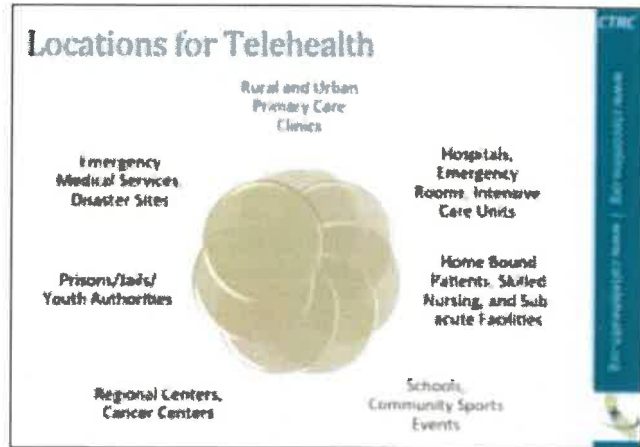
IERB supports EDCT's efforts and shares information and resources about the need to close the Digital Divide, and to promote the Inland Empire as a "Smart Region."

EDCT notes that as the Inland Empire has been slower to recover from this latest economic downturn than other parts of the state, it is important not to rely on what always has been done. Instead the region must look ahead to those industries that will be the basis of the global economic recovery, and ICT/Digital Media is one area of commerce on which every other business relies.



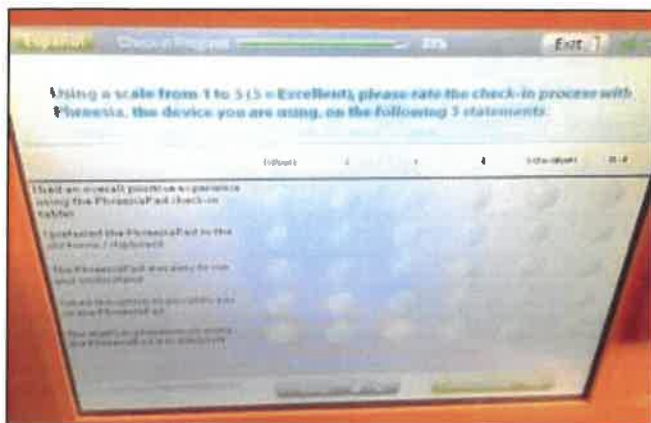
VIII. Healthcare and Telemedicine

The medical field is also pursuing Digital Inclusion with the increasing use of new technology to provide health services, to monitor patient symptoms, and to train providers at a distance. Programs led by the California Telehealth Network, the University of California, the California Telemedicine and eHealth Center, and others are expanding the application of telemedicine and telehealth.



Research shows that these digitally inclusive systems can greatly improve the quality of care, enable patients to manage chronic conditions more effectively from home, reduce costs, and allow access to vital health information.

The initial enrollment for the federal Affordable Care Act, implemented through the California Connected website, shows that as of March 31, 2014, nearly 123,000 in the Inland Empire enrolled in Covered California health insurance plans.





A. Doctor Visits Online

One format requires patients to fill out interactive questionnaires that automatically generate follow-up queries based on the symptoms they initially describe. The answers go to the patient's doctor, who typically responds within a day. Another type of digital doctor visit is more like secure email, with patients typing up a free-form message, often sent through a special Web site. Physicians often follow up with questions and then a written response within 24 hours.

Another option is live online visits via an encrypted setup for real-time interaction between doctors and patients, using Web video, live chat or a phone conversation connected through a secure computer system.

The doctor will see you now via webcam, smartphone

This photo taken May 8, 2014 shows Mark Matulaitis with his laptop that he uses for virtual house calls with his neurologist in his home in Salisbury, Md. Mark has had Parkinson's disease since 2011 and sees a neurologist at the University of Rochester via his laptop.



WASHINGTON (AP) - Mark Matulaitis holds out his arms so the Parkinson's specialist can check his tremors. But this is no doctor's office: Matulaitis sits in his rural Maryland home as a neurologist a few hundred miles away examines him via the camera in his laptop.

Welcome to the virtual house call, the latest twist on telemedicine. It's increasingly getting attention as a way to conveniently diagnose simple maladies, such as whether that runny nose and cough is a cold or the flu. One company even offers a smartphone app that lets tech-savvy consumers connect to a doctor for \$49 a visit.

Now patient groups and technology advocates are pushing to expand the digital care to people with complex chronic diseases that make a doctor's trip more than just an inconvenience.

Telemedicine is broader than a Skype-like doctor visit. For years, doctors have delivered different forms of care remotely, from the old-fashioned phone call to at-home monitors that measure someone's blood pressure and beam the information to a clinic. Hospitals routinely set up on-site video consultations with specialists.



Inland Empire Regional Broadband Consortium

And the virtual house call is gaining interest. Insurers, such as CalPERS, are starting to offer Teladoc and Doctor Power. Often there is no co-pay to access these services. Saving money, as well as time traveling and waiting for appointments, are key selling points. Psychiatrists are also exploring mental health counseling from the privacy of a patient's home computer.



Talk to a anytime.

CalPERS Blue Shield members now have Teladoc[®] physician service.
Teladoc provides **24/7/365 access** to a network of board-certified California doctors who can treat many of your medical issues, anytime, through the convenience of phone and online video consultations.

<p>When should I use Teladoc?</p> <ul style="list-style-type: none"> • When you are considering the ER for non-emergency medical issues • After normal office hours • When your primary care physician is not available • Pediatric care for any age • Within rural area locations where ER may be the only other option 	<p>What types of illnesses can Teladoc treat?</p> <p>At no additional cost to CalPERS Blue Shield members, Teladoc's California-licensed doctors can resolve many medical issues including:</p> <ul style="list-style-type: none"> • Cold & flu symptoms • Bronchitis • Respiratory infection • Allergies • Urinary tract infection • Ear infection • And more! 	<p>How quickly can I talk to a doctor?</p> <p>Request a consultation anytime, day or night, and talk to a doctor within one hour guaranteed. The average physician response time is 22 minutes!</p> <p><small>With your consent, Teladoc is happy to provide information about your consultation to your primary care physician.</small></p>
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**Why wait for the care you need?
Set up your Teladoc account today!**

Visit www.teladoc.com/bsc or call **1-800-Teladoc (835-2362)** to get started.






Inland Empire Regional Broadband Consortium

The big shift to telehealth

The promise of telehealth is rooted in its capacity to broaden health care accessibility and save money and time for consumers, insurers, businesses, and government.

The simplicity of the experience interwoven with an overwhelming consumer desire to access care, despite time or place, resonates in an evolving health care landscape.



Cisco released a recent study revealing 76 percent of patients find access to care more important than face-to-face interaction with their health care provider. Furthermore, three quarters of consumers indicate they are comfortable communicating with doctors using technology.

This truly represents a shift as more consumers are embracing the delivery of care outside of the doctor's office and increasing demand for the service.

Telehealth ushers in new ways for providers to enhance and expand the health care experience. Seven percent of U.S. physicians are using online video conferencing to communicate with any of their patients, according to a recent study.





B. Medical Kiosks

Kiosks are now being used and are considered for a variety of healthcare environments

In many cases, users prefer self-service and will wait in a short line to use a kiosk, bypassing manned stations. Kiosks with online platforms have potential use in the following places:

- Pharmacies
- Grocery Stores
- Universities and Schools
- Urgent Care
- Medical Offices
- Hospitals
- Military Operations
- Large Employers
- Prisons
- Rural Areas



Healthcare organizations are implementing kiosks with online access to doctors and healthcare professionals to manage wait times, cost, and improve patient flow.

Kiosks offer other conveniences, such as:

- Easy access to account information to make co-payments and manage account.
- In some cases, a more pleasant waiting room experience: faster check in and staff able to spend more time with patients who need it.
- Ability to support multiple languages.
- In some cases, privacy is improved when patients don't have to discuss in waiting rooms the reason for their visit.

Popular Science awarded the HealthSpot Kiosk its "Product of the Future" award after experiencing the HealthSpot Station at the 2013 Consumer Electronics Show.

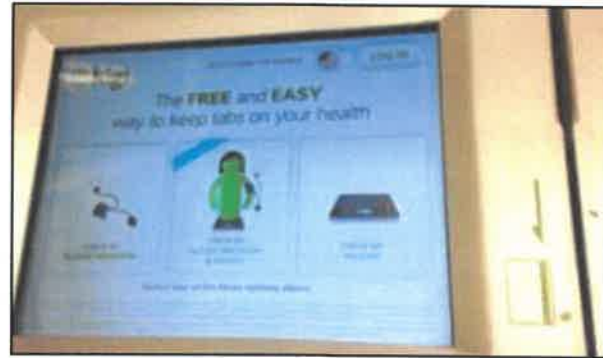


New generation kiosks may also deepen the Digital Divide

Kiosks rely on high-speed internet to take vital signs like blood pressure and



weight, and can provide ongoing patient monitoring.



Kiosks, such as the new start-up business “higi,” require a user account, email address, and password to check blood pressure, pulse, weight, and body mass index.

Higi also provides feedback at the kiosk, on a mobile app, online, and through email. It offers a reward program for regular kiosk visits. Right now the service is free—but the picture above shows a credit card reader, which higi states is for potential upgrades in the future.

This year, Rite Aid announced that by 2015 they will deploy 4,100 higi kiosks into their pharmacies replacing older units that measured blood pressure and did not require internet connectivity, emails and user accounts with passwords.

The assumption with these new kiosks is that everyone is familiar with online services, has email, understands touchscreen interfaces, and has access to the internet.

For those who are inexperienced online or do not have internet access, the Digital Divide just got deeper—a previously simple task of checking blood pressure at the drug store is now potentially out of reach.





Inland Empire Regional Broadband Consortium

C. California Telehealth Network (CTN)



The California Telehealth Network (CTN) focus is on increasing access for the underserved and those in rural areas to healthcare through the innovative use of technology which includes telehealth, telemedicine and health information exchange.

A product of an unprecedented coalition of stakeholders, including healthcare, technology, government agencies and others, CTN and this large and diverse group of partners are working together to create a telecommunications infrastructure that allows California’s rural and urban communities access to a broad range of technology-enhanced services to improve the quality of healthcare services.

CTN is California’s authorized FCC broadband consortia for healthcare with priority access to the FCC’s Healthcare Connect fund for California healthcare providers and began enrolling providers in the program as of April 2013.

CTN will connect over 800 California healthcare providers in underserved areas to a state and nation-wide broadband networks for healthcare.

CTN works with the California Telehealth Resource Center to expand telehealth training and support for rural and medically underserved clinics and hospitals.



This year, IERB worked with CETF and the Inland Empire Economic Partnership (IEEP) to help get the word out about CTN to healthcare leaders in the region. Using the map above, compare how the Inland Empire ranks in accessing CTN sites. There are 13 CTN sites in Riverside County and nine in San Bernardino County. There are healthcare facilities in the Inland Empire that are eligible, but are not accessing CTN as a resource.



IX. Priority List of Actions

Regional leaders, community stakeholders, and local government can do the following to improve broadband infrastructure and access in the Inland Empire to help economic growth and close the Digital Divide.



- Commit to closing the Digital Divide.
- Promote the Inland Empire as a “Smart Region.”
- Consider technology and internet access in every project you do.
- Educate leasing agents about business internet needs—speed, quality and cost matter.
- Areas planned for economic growth need to have business-level internet service.
- Be open to public-private partnerships that improve broadband service and access.
- Advocate for improved internet service in rural and disadvantaged communities.
- Meet with ISPs and ask for better services and for their help to close the Digital Divide.
- Counties and cities should create Fiber Plans using GIS, and put online and at counter.
- Ask for FTTH in new housing and for fiber and/or conduit in business developments.
- Support and require broadband, technology centers, and training in public housing.
- Support conduit and fiber in public infrastructure projects, including highways and rail.
- Cities and counties can consider creating their own fiber and/or wireless networks.
- Support WiFi in public places—government facilities, community centers, and parks.
- Research and apply for broadband and technology grants, such as CPUC and FCC funds.
- Add technology and fiber and/or conduit components when applying for other grants.
- Follow and comment on legislation/regulation affecting broadband and access.
- Start utilizing and benefitting from broadband investments, such as Digital 395 and CTN.
- Get involved in FirstNet, the national wireless broadband public safety network.
- Start Digital Inclusion and Digital Literacy programs—use SmartRiverside as a model.
- If directing clients to kiosks, computers, tablets, help them use the technology.
- Support investment in online education.
- Advocate libraries be open every day with longer hours and more online access.
- Include technology skills into workforce training, such as telehealth for medical workers.



Inland Empire Regional Broadband Consortium



ACKNOWLEDGEMENTS

**Special thanks to the following people who helped create the
Inland Empire Broadband Infrastructure and Access Plan**

John C. Baker, Communications Division, California Public Utilities Commission (CPUC)

Lea Deesing, IERB Executive Committee Chair, City of Riverside and SmartRiverside

Jennifer Hilber, IERB Executive Committee Member, County of San Bernardino

Kevin Crawford, IERB Executive Committee Member, IT Consultant

Martha van Rooijen, IERB Consortium Manager (MVR Consulting)

Michael Mack, Netreva

Heather Lint, Netreva

William O. Bayne., P.E., Bayne and Associates

Theresa M. Dale, TMD Communications

Vincent van Rooijen, iMagic

Bill Bunger, City of Riverside and Smart Riverside

Bobby Duncan, Dynamic Print Design/Lithopass Printing

Jan Cunningham, Esri

Gail A. Karish, Best Best & Krieger

Steve Reneker, City of Los Angeles Information Technology Agency

Sunne McPeak, California Emerging Technology Fund (CETF)



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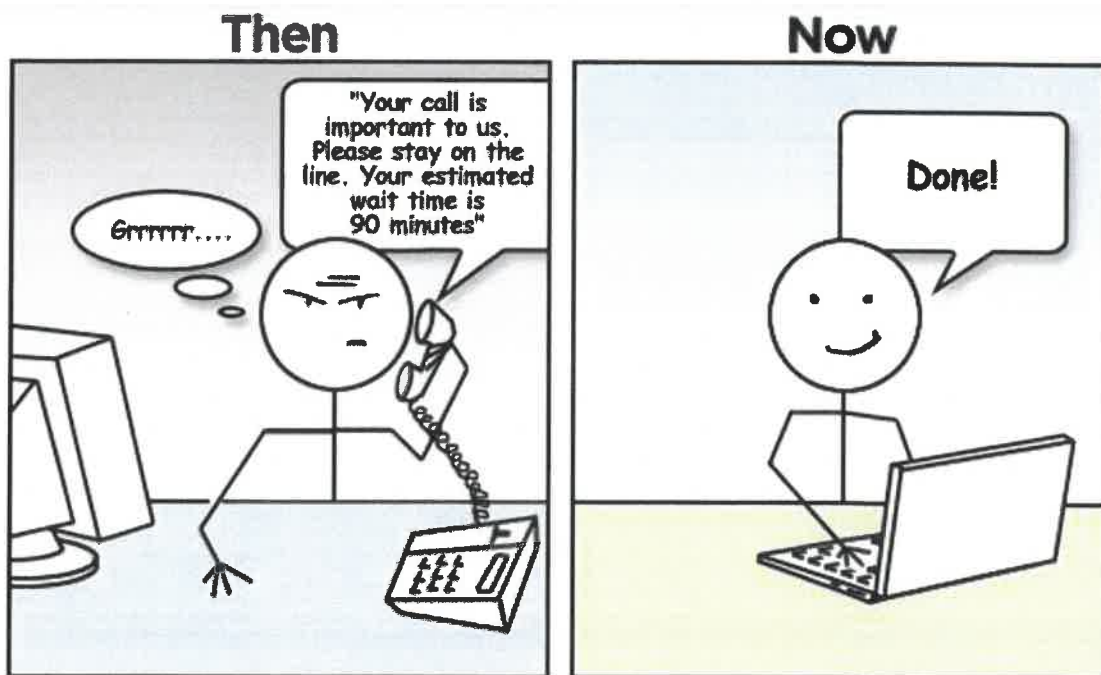
For more information:

www.iebroadband.com

Contact:

Martha van Rooijen, Consortium Manager

martha@iebroadband.com



Staff Report

TO: Mayor and Council Members
 FROM: Jeff Hart, Public Works Director
 DATE: May 7, 2019
 SUBJECT: Bond Exoneration for Bond No. 41343392 - K. Hovnanian Homes

Background and Analysis:

The developer, K. Hovnanian Homes, has completed monumentation improvements within tract 33096-12. Attached are the bond exoneration documents submitted by the developer (see Attachment A). The aforementioned tracts are part of the Four Seasons residential development located in the City of Beaumont. The development is located in the vicinity west of Highland Springs Avenue and south of Potrero Boulevard. All of the bond improvements associated with the aforementioned tract are summarized in the table below.

Table 1. KHOV Bond Exoneration Summary				
Bond Number	Tract Map Number	Type of Improvement	Bond Type	Maintenance Bond Required
41343392	33096-12	Monumentation	Performance	No

All tracts in the Four Seasons development are privately maintained by the home owner’s association (HOA). The City only maintains the sewer utility within the private development. The HOA maintains all other improvements.

Staff has verified the completion of the improvements. Staff recommends City Council approve and authorize the Mayor to sign the attached Notice of Completion documents and exonerate the aforementioned bonds.

Fiscal impact:

The fiscal impact of inspecting all of the improvements totaled 2 hours along with two hours for preparing the staff report. The fiscal impact of preparing the staff report and inspecting the improvements is approximately \$400. Administration and inspection fees will be paid from the bond exoneration application deposit.

Finance Director Review: _____



Recommendation:

1. Approve and authorize the Mayor to sign the attached Notice of Completion documents for Bond No. 41343392 as well as authorize the City Manager to release and exonerate all of the aforementioned bonds 45 days after the recordation of the Notice of Completion.

City Manager Review: _____



Attachments:

- A. Bond Exoneration Applications for K.Hovnanian Homes
- B. Four Seasons Land Use Exhibit
- C. Monument Tie Sheets for Tracts 33096-12
- D. Tract Map 33096-12
- E. Notice of Completion for Performance Bond No. 41343392, Tract 33096-12

Attachment A

Bond Exoneration Applications for K.Hovnanian Homes



City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
www.ci.beaumont.ca.us

Case No. PW2019-0324
Receipt No. 882237
Fee \$ 484.13 App 3,000 Insp Fees
Date Paid 1/16/19

BOND EXONERATION APPLICATION

Bond Type: Performance Maintenance Final Monument Inspection Other: _____

1. Contact's Name Kevin Manning Phone 949-922-0930
2. Contact's Address 400 Exchange Suite 200 Irvine, CA 92602
City/State/Zip
6. Contact's E-mail Kmanning@Khov.com
3. Developer Name K Hovnanian Homes Phone 714 368 4500
(If corporation or partnership application must include names of principal officers or partners)
4. Developer Address 400 Exchange Suite 200 Irvine, CA
City/St/Zip 92602
5. Description of Bonds (including Bond Number, Tract Map/Application number, File number, and description of improvements covered, must use separate application for each Map/Tract): Tract 33096-12 Monumentation Bond
413 43392

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Kevin M. Manning / Kevin H. Manning 12/28/18
Print Name and Sign - Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

Kevin M. Manning / Kevin H. Manning 12/28/18
Print Name and Sign - Contact/Applicant Date

Michael Baker
INTERNATIONAL

June 28, 2016

JN 136415(10-103507)

CITY OF BEAUMONT
ENGINEERING DEPARTMENT
550 West 6th Street
Beaumont, CA 92232

Subject: City of Beaumont
Tract No. 33096-12
Survey Monumentation Bond Estimate

To whom it may concern:

The estimated cost for material and labor to install the survey monuments as shown on the City of Beaumont Tract No. 33096-12 has been established at \$92,000.

If you should have any questions or need additional information concerning this matter, please call either myself or Bill Pope at 760-346-7481.

Sincerely,



Christopher Alberts, P.L.S.
Associate Vice President
Survey Manager



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75-410 Gerald Ford Drive, Suite 100 | Palm Desert, CA 92211
Office: 760.346.7481 | Fax: 760.588.3050

EXHIBIT "A"

Bond No. 41343392
Premium: \$1,380.00/2 years

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and K. Hovnanian's Four Seasons at Beaumont, LLC (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 33096-12, which is hereby incorporated herein and made a part hereof; and

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Platte River Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Ninety Two Thousand and 00/100 dollars (\$92,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

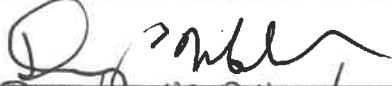
IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 6th, 2016.


PRINCIPAL:

SURETY:

K. Hovnanian's Four Seasons at Beaumont, LLC

Platte River Insurance Company

By 
Title Division President

By 
Title Christine Marotta, Attorney-in-Fact

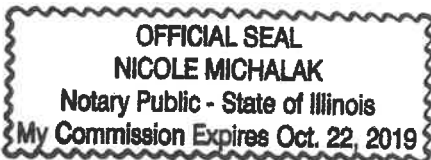
ACKNOWLEDGMENT OF SURETY

STATE OF ILLINOIS

COUNTY OF WILL

On JUL 06 2016, before me, a Notary Public in and for the above county, personally appeared Christine Marotta to me personally known, who, being by me duly sworn, did state that he/she is Attorney-in-Fact of Platte River Insurance Company, a corporation organized and existing under the laws of the State of Nebraska that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, that the instrument was signed, sealed, and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged the said instrument and the execution thereof to be the voluntary act and deed of said corporation by her voluntarily executed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal the day and year first above written.



(SEAL)

Nicole Michalak

Notary Public

WILL County, ILLINOIS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

On July 8, 2016 before me, Dorothy L. Taylor, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Douglas Woodward
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 Dorothy L. Taylor
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Platte River Insurance Company Bond # 41343392
Title or Type of Document: Performance Bond Document Date: # 92,000.00
Number of Pages: 2 Signer(s) Other Than Named Above: Christine Marotta

Capacity(ies) Claimed by Signer(s)

Signer's Name: Douglas Woodward
 Corporate Officer — Title(s): Division President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other:

Signer's Name:
 Corporate Officer — Title(s):
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other:

Signer Is Representing: K. Hovnanian's Four Seasons at Beaumont, LLC

Signer Is Representing:

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41343392

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

THOMAS PLUSS; CHRISTINE MAROTTA; DEBRA KOHLMAN

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:

Gary W. Stumper
Gary W. Stumper
President
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills
Stephen J. Sills
CEO & President

STATE OF WISCONSIN } s.s.
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

David J. Regele

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } s.s.
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this JUL 06 2016 day of _____, 2015



Antonio Celii
Antonio Celii
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. PR-POA (Rev. 07-2015)

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and K. Hovnanian's Four Seasons at Beaumont, LLC (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 33096-12, which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of Ninety Two Thousand and 00/100 dollars (\$92,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

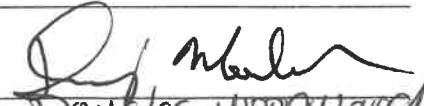
Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 6th, 2016.

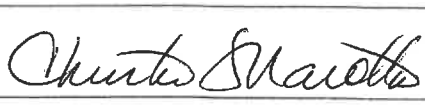
PRINCIPAL:

K. Hovnanian's Four Seasons at Beaumont, LLC

By 
Title Division President

SURETY:

Platte River Insurance Company

By 
Title Christine Marotta, Attorney-in-Fact

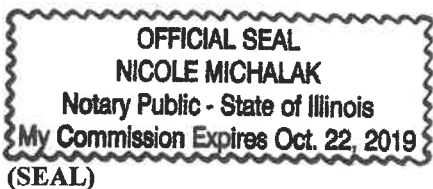
ACKNOWLEDGMENT OF SURETY

STATE OF ILLINOIS

COUNTY OF WILL

On JUL 06 2016, before me, a Notary Public in and for the above county, personally appeared Christine Marotta to me personally known, who, being by me duly sworn, did state that he/she is Attorney-in-Fact of Platte River Insurance Company, a corporation organized and existing under the laws of the State of Nebraska that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, that the instrument was signed, sealed, and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged the said instrument and the execution thereof to be the voluntary act and deed of said corporation by her voluntarily executed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal the day and year first above written.



Nicole Michalak

Notary Public

WILL County, ILLINOIS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of Orange)

On July 8, 2016 before me, Dorothy L. Taylor, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Douglas Woodward
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 Dorothy L. Taylor
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Description of Attached Document Platte River Insurance Company Bond # 41343392
Title or Type of Document: Payment Bond Document Date: _____ \$92,000.00
Number of Pages: 2 Signer(s) Other Than Named Above: Christine Marotta

Capacity(ies) Claimed by Signer(s)

Signer's Name: Douglas Woodward
 Corporate Officer — Title(s): Division President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: K. Hovnanians
Four Seasons at Beaumont, LLC

Signer Is Representing: _____

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41343393

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THOMAS PLUSS; CHRISTINE MAROTTA; DEBRA KOHLMAN

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

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"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

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Attest:

Gary W. Stumper
Gary W. Stumper
President
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills
Stephen J. Sills
CEO & President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regèle
David J. Regèle
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this JUL 06 2016 day of _____, 2015



Antonio Celii
Antonio Celii
Secretary

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Attachment B

Four Seasons Land Use Exhibit

Table 3
Land Use Table

K. Housenick/Four Seasons at Beaumont

Land Use	Planning Area	Acres	Minimum Lot Size (Sq. Ft.)	Minimum Lot Dimensions (Ft.)	Anticipated DU	Anticipated DU / AC	Maximum DU Yield Allowed
Low Density 4.5 DU / AC Min. 6000 & 63000	128	7.1	6000	60 x 100	32	4.5	33
	5	9	6300		38	4.2	40
	34	8.3	6300	60 x 105	29	3.5	37
	20	37	6300		65	3.8	80
	22	9.6	6000		43	4.5	43
SUB-TOTAL	31	12.8	6000	60 x 100	51	3.8	59
	31	12.8	6300	60 x 105	58	4.5	58
		77.2			316		
Low-Medium Density 60U / AC Max. 5000 & 5500	1	9.7	5000		52	5.4	58
	3	16.4	5000		77	5.3	86
	6	7.4	5000		42	5.7	44
	10	6.4	5000		26	4.1	38
	12A	5.3	5000		30	5.5	31
	13A	8.3	5000		44	5.3	49
	15	13.9	5000	50 x 100	58	4.2	83
	17	12.7	5000		56	4.4	76
	19	13	5000		59	4.5	78
	21	16.6	5000		70	3.8	111
	25	6.5	5000		49	5.2	57
SUB-TOTAL	26	13.6	5000		65	5.5	83
	30	10.6	5000		48	4.6	62
	34	13.3	5000		57	4.3	80
	156.7			733		916	
Medium Density 7.5 DU / AC Max. 3400, 4050, 4300 & 4500	2	25.1	3400	41 x 83	163	6.4	188
	7	6.6	4500	43 x 100	41	6.2	49
	11A	4.2	3400	41 x 83	28	6.7	31
	11B	12.9	4050	45 x 90	79	6.6	89
	12B	7.1	4500	43 x 100	41	5.8	53
	16A	7.4	4500	43 x 100	46	6.2	55
	18B	5.7	4500	45 x 100	38	6.7	42
	23	7.6	4500	43 x 100	36	5.1	57
	27	30.8	4500	45 x 100	52	4.8	79
	29	12.3	4300	43 x 100	71	5.9	92
	32	6.2	4300	43 x 100	37	6.3	62
33	13.8	3400	41 x 83	69	5.8	89	
35	118.7			715		885	
Sub-TOTAL							2921
Medium-High Density 9 DU / AC Min. 4000 & 4500	4	12.8	5000*	85 x 62.5*	107	8.4	134
Sub-TOTAL	4	12.8	5000*	85 x 62.5*	107	8.4	134
Models - 9 DU / AC Max	8	3.3	5100**	85 x 62.5**	19	5.8	26
RESIDENTIAL LAND USE TOTAL		365.3			1890		2221
Major Streets	11/6	33	0/0				
LAND USE TOTAL		565.5					

* The minimum lot size for a duplex structure with two attached dwelling units is 5,300 sq. ft. with minimum dimensions of 85' x 62.5'. In limited instances, there may be detached single dwelling unit structures in the Medium-High Density Land Use designation, in which case the minimum lot size allowed would be 2,600 sq. ft. (42' x 62.5' minimum dimensions) in these specific instances.

** The minimum lot size allowed in Planning Area 6 is 5,300 sq. ft. for a lot with a duplex (two attached dwelling unit) structure on it. This planning area is proposed as 28' x 68' or a comparable lot which includes other product models. The other model products will be located on their respective lot base in this planning area.



Attachment C

Monument Tie Sheets for Tracts 33096-12

Michael Baker
INTERNATIONAL

March 29, 2019

JN 10103507

City of Beaumont
550 East 6th Street
Beaumont, CA 92223
Attn: City Surveyor

Subject: Tract No. 33096-12, M.B. 451/87-101
Survey Monumentation

To whom it may concern:

The monuments required for the release of surety bonds on the above referenced tract map have been set in accordance with City requirements. Michael Baker International has been paid for our services to place the monuments as shown on the said tract map. Signed and stamped monument tie sheets are enclosed for your use.

If you have any questions on this matter, please contact this office at 760-346-7481.

Sincerely,



Christopher L. Alberts Date
P.L.S. 8508 3-29-2019

TRACT 33096-12
M.B. 451/87-101

SHEET 1 OF 17 SHEETS

LEGEND

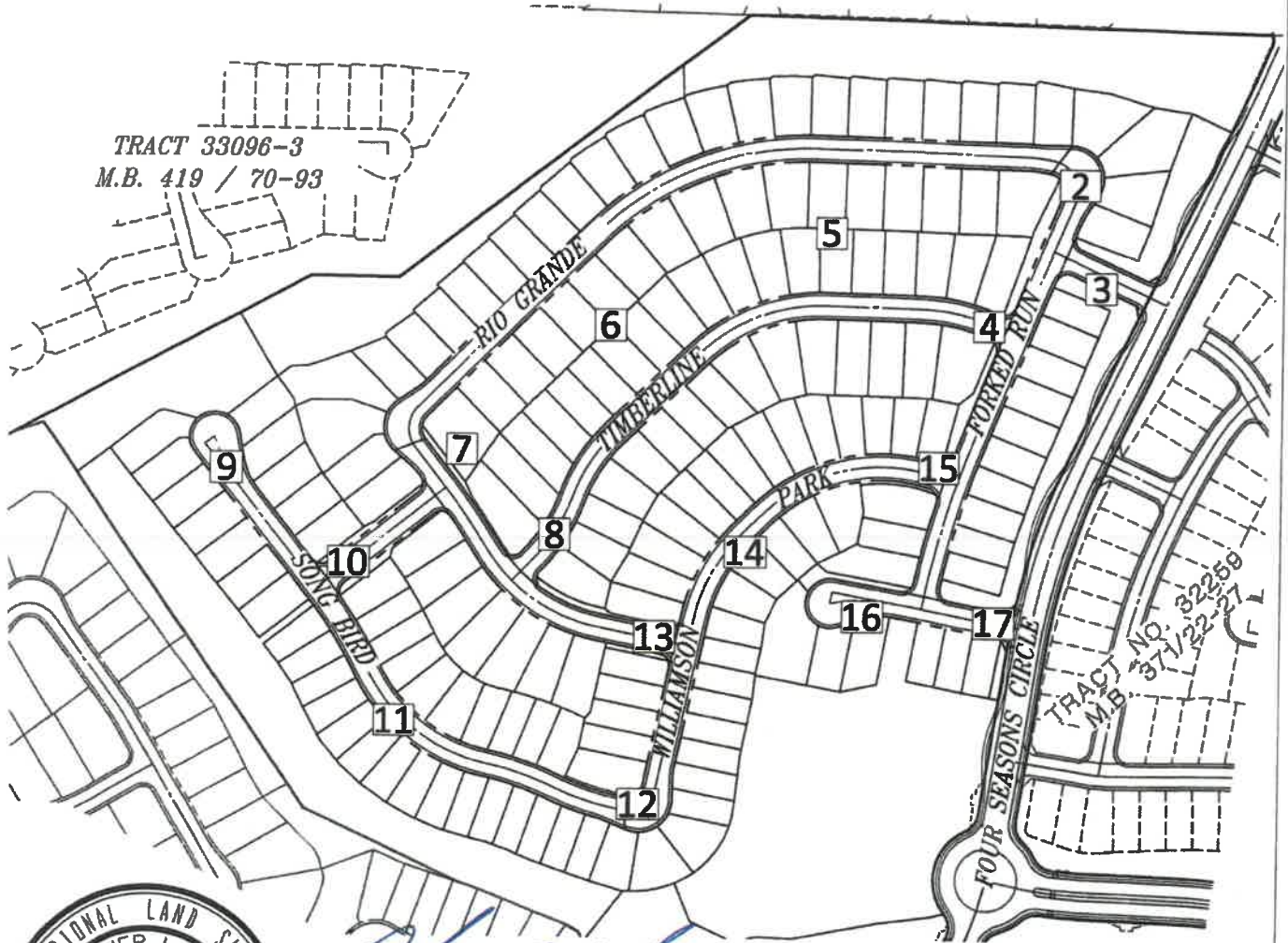
X INDICATES SHEET NUMBER



TRACT 33096-1
M.B. 412 / 46-58

SCALE: 1"=300'

TRACT 33096-3
M.B. 419 / 70-93



Christopher L. Alberts
CHRISTOPHER L. ALBERTS L.S. 8508

3-27-2019
DATE

Michael Baker

INTERNATIONAL

75410 Gerald Ford Dr., Palm Desert, CA 92211
Phone: (760) 346-7481 · MBAKERINTL.COM

MONUMENT TIE SHEET

L.S. NO. 8508
DATE: 03/27/2019

TRACT NO. 33096-12
M.B. 451/87-101

SCALE: 1"=300'

ENGINEERING DEPARTMENT

CITY OF BEAUMONT

JOB NO. 10103507

TRACT 33096-12

M.B. 451/87-101

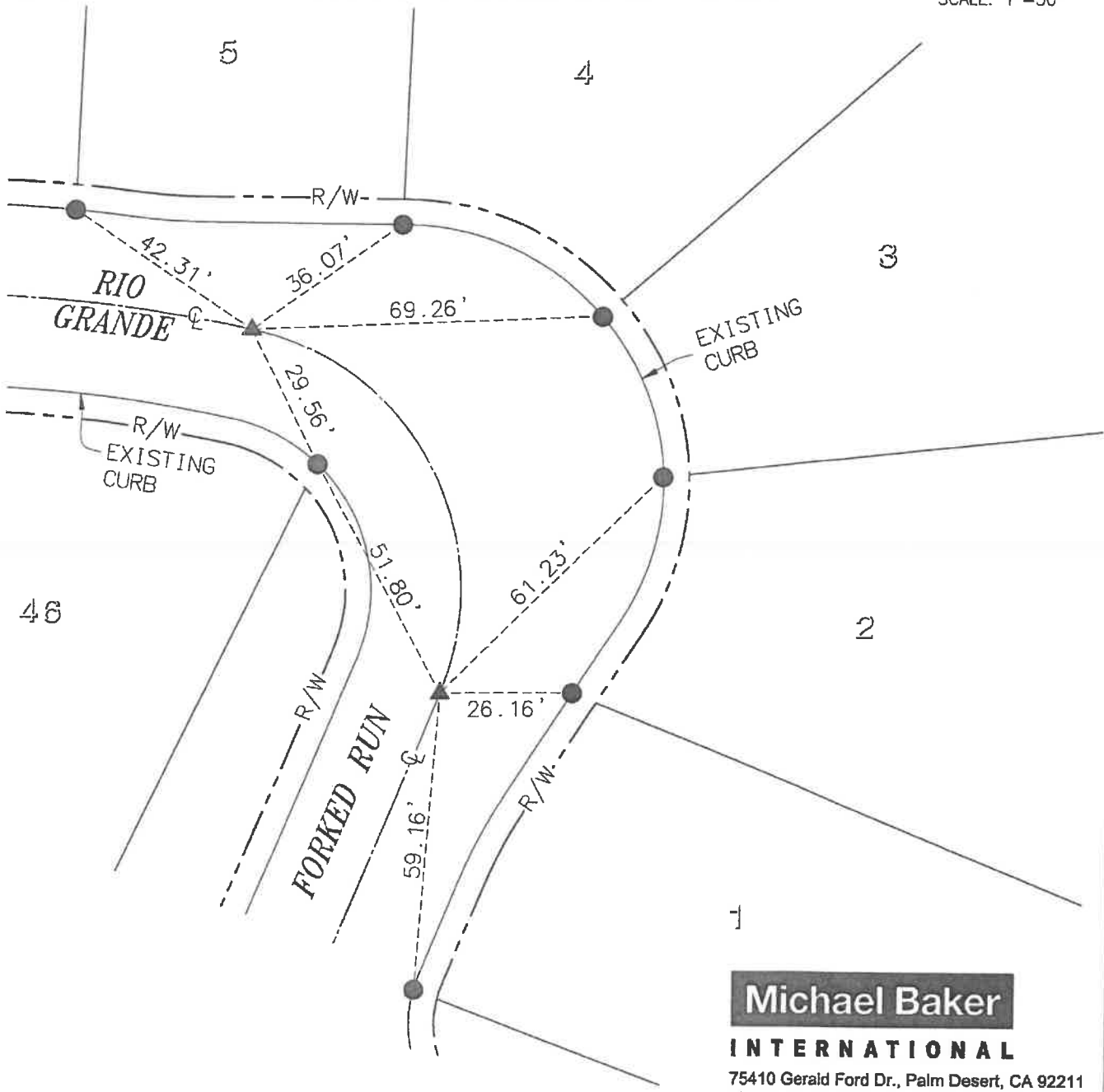
SHEET 2 OF 17 SHEETS

LEGEND

- ▲ INDICATES FOUND COPPERWELD MONUMENT STAMPED "LS 8508", FLUSH, PER TRACT 33096-12 M.B. 451/87-101.
- INDICATES FOUND LEAD, TACK & TAG STAMPED "LS 8508", FLUSH IN TOP OF CURB PER TRACT 33096-12 M.B. 451/87-101.
- INDICATES SET LEAD, TACK & TAG STAMPED "RP LS 8508", FLUSH ON TOP OF CURB.



SCALE: 1"=30'



L.S. NO. <u>8508</u>	MONUMENT TIE SHEET	SCALE: <u>1"=30'</u>
DATE: <u>03/27/2019</u>	TRACT NO. <u>33096-12</u> M.B. <u>451/87-101</u>	JOB NO. <u>10103507</u>
ENGINEERING DEPARTMENT	CITY OF BEAUMONT	

TRACT 33096-12

M.B. 451/87-101

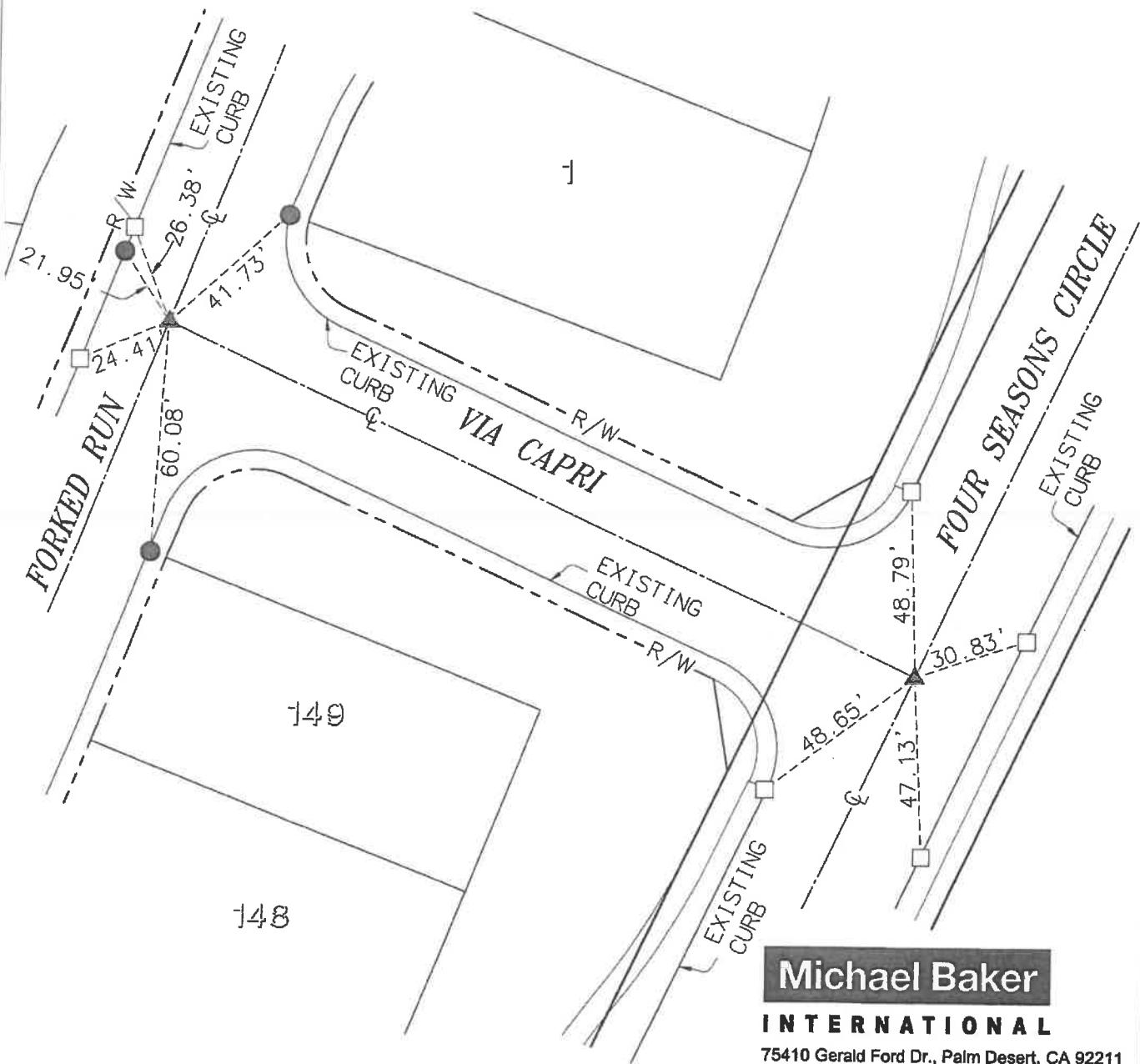
SHEET 3 OF 17 SHEETS

LEGEND

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SCALE: 1"=40'



Michael Baker
INTERNATIONAL

75410 Gerald Ford Dr., Palm Desert, CA 92211
Phone: (760) 346-7481 · MBAKERINTL.COM

L.S. NO. 8508	MONUMENT TIE SHEET	SCALE: 1"=40'
DATE: 03/27/2019	TRACT NO. 33096-12 M.B. 451/87-101	JOB NO. 10103507
ENGINEERING DEPARTMENT	CITY OF BEAUMONT	

TRACT 33096-12

M.B. 451/87-101

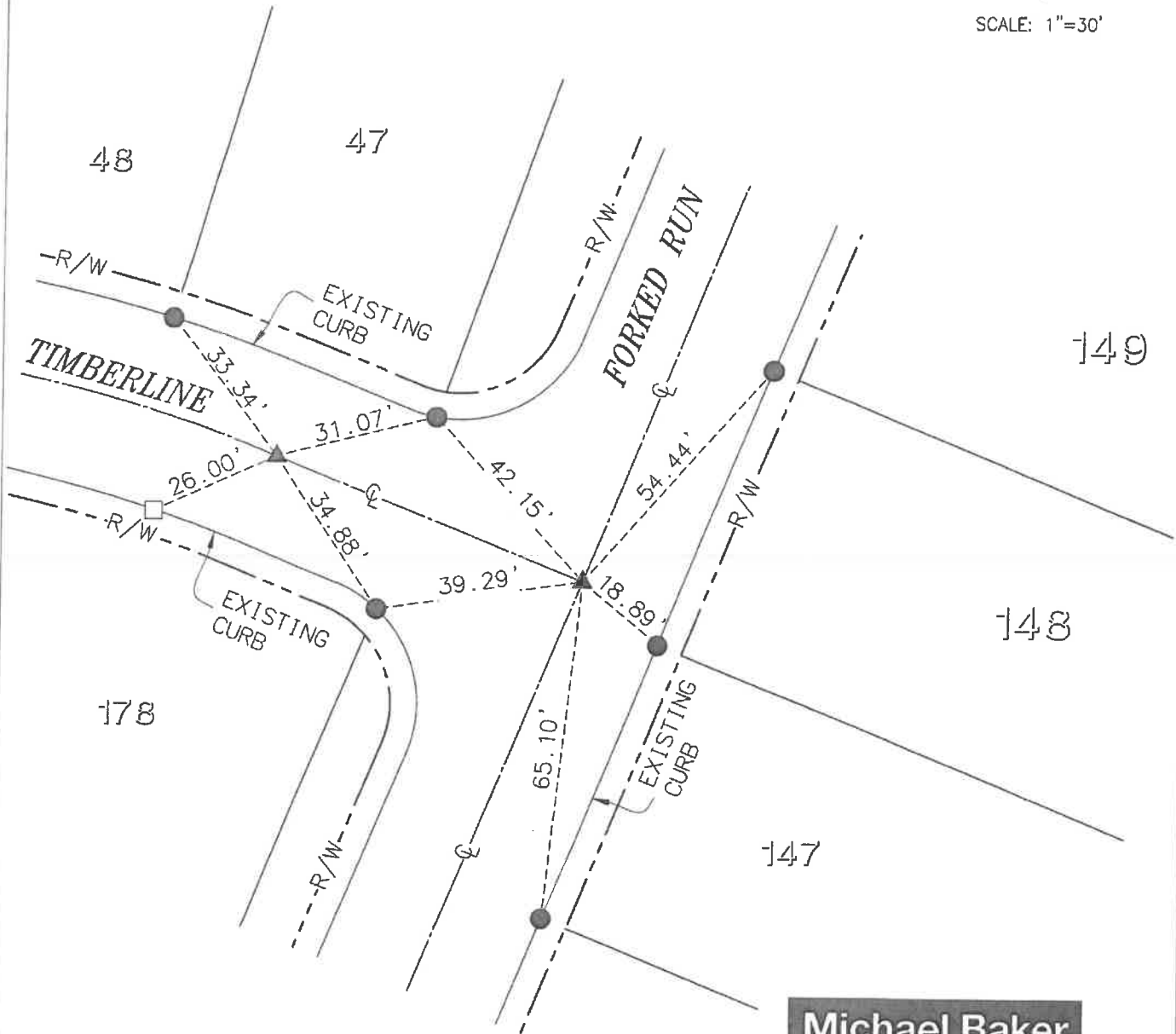
SHEET 4 OF 17 SHEETS

LEGEND

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SCALE: 1"=30'



Michael Baker

INTERNATIONAL
 75410 Gerald Ford Dr., Palm Desert, CA 92211
 Phone: (760) 346-7481 · MBAKERINTL.COM

L.S. NO. <u>8508</u>	MONUMENT TIE SHEET	SCALE: <u>1"=30'</u>
DATE: <u>03/27/2019</u>	TRACT NO. <u>33096-12</u> M.B. <u>451/87-101</u>	JOB NO. <u>10103507</u>
ENGINEERING DEPARTMENT	CITY OF BEAUMONT	

TRACT 33096-12

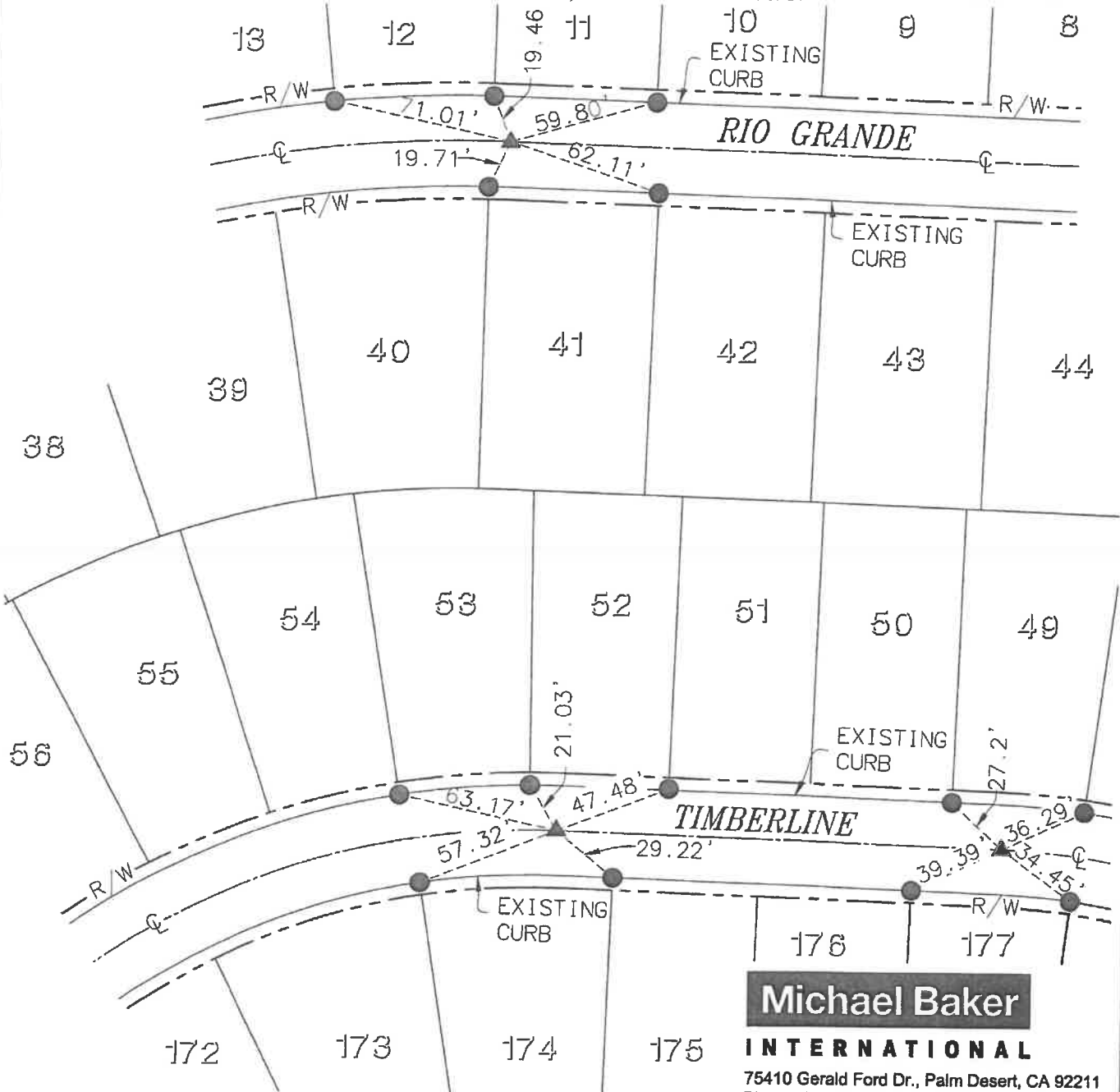
M.B. 451/87-101

SHEET 5 OF 17 SHEETS

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SCALE: 1"=60'



Michael Baker

INTERNATIONAL

75410 Gerald Ford Dr., Palm Desert, CA 92211
Phone: (760) 346-7481 · MBAKERINTL.COM

MONUMENT TIE SHEET

TRACT NO. 33096-12
M.B. 451/87-101

L.S. NO. 8508
DATE: 03/27/2019

SCALE: 1"=60'

ENGINEERING DEPARTMENT

CITY OF BEAUMONT

JOB NO. 10103507

TRACT 33096-12

SHEET 6 OF 17 SHEETS

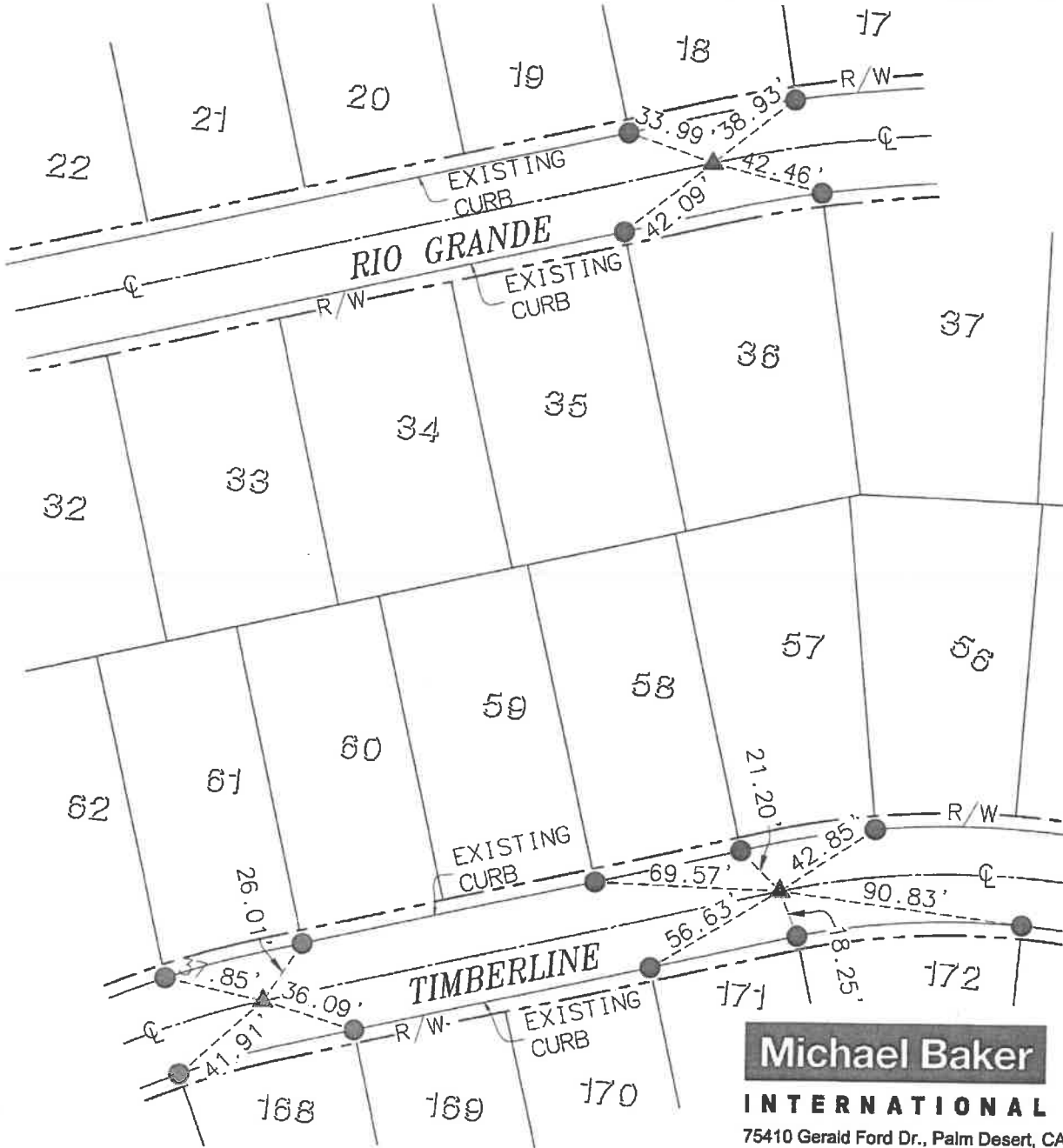
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SCALE: 1"=60'



Michael Baker

INTERNATIONAL

75410 Gerald Ford Dr., Palm Desert, CA 92211
Phone: (760) 346-7481 · MBAKERINTL.COM

MONUMENT TIE SHEET

TRACT NO. 33096-12
M.B. 451/87-101

L.S. NO. 8508

DATE: 03/27/2019

SCALE: 1"=60'

JOB NO. 10103507

ENGINEERING DEPARTMENT

CITY OF BEAUMONT

TRACT 33096-12

M.B. 451/87-101

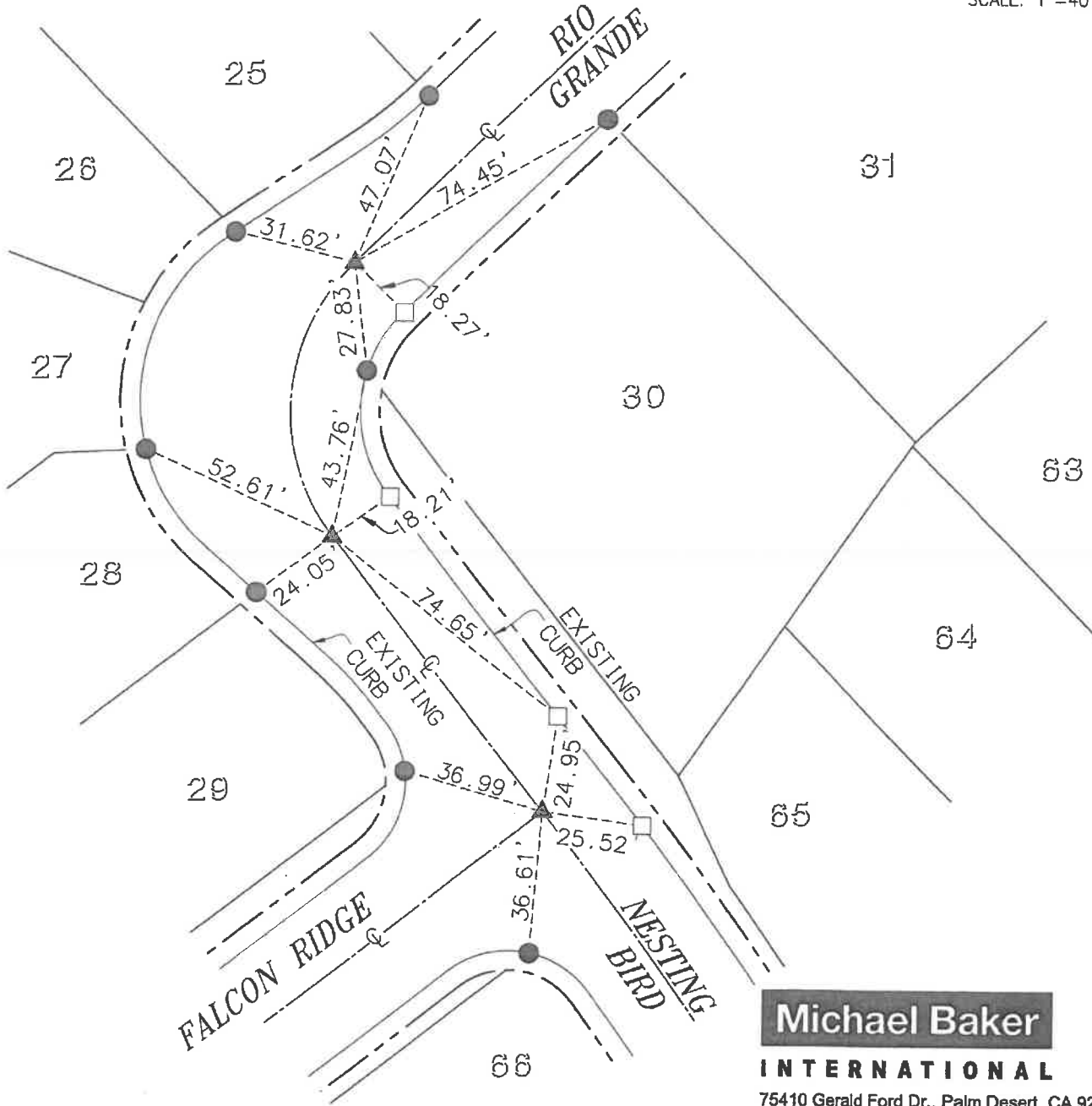
SHEET 7 OF 17 SHEETS

LEGEND

- ▲ INDICATES FOUND COPPERWELD MONUMENT STAMPED "LS 8508", FLUSH, PER TRACT 33096-12 M.B. 451/87-101.
- INDICATES FOUND LEAD, TACK & TAG STAMPED "LS 8508", FLUSH IN TOP OF CURB PER TRACT 33096-12 M.B. 451/87-101.
- INDICATES SET LEAD, TACK & TAG STAMPED "RP LS 8508", FLUSH ON TOP OF CURB.



SCALE: 1"=40'



Michael Baker
INTERNATIONAL

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L.S. NO. <u>8508</u>	MONUMENT TIE SHEET	SCALE: <u>1"=40'</u>
DATE: <u>03/27/2019</u>	TRACT NO. 33096-12 M.B. 451/87-101	JOB NO. <u>10103507</u>
ENGINEERING DEPARTMENT	CITY OF BEAUMONT	

TRACT 33096-12

M.B. 451/87-101

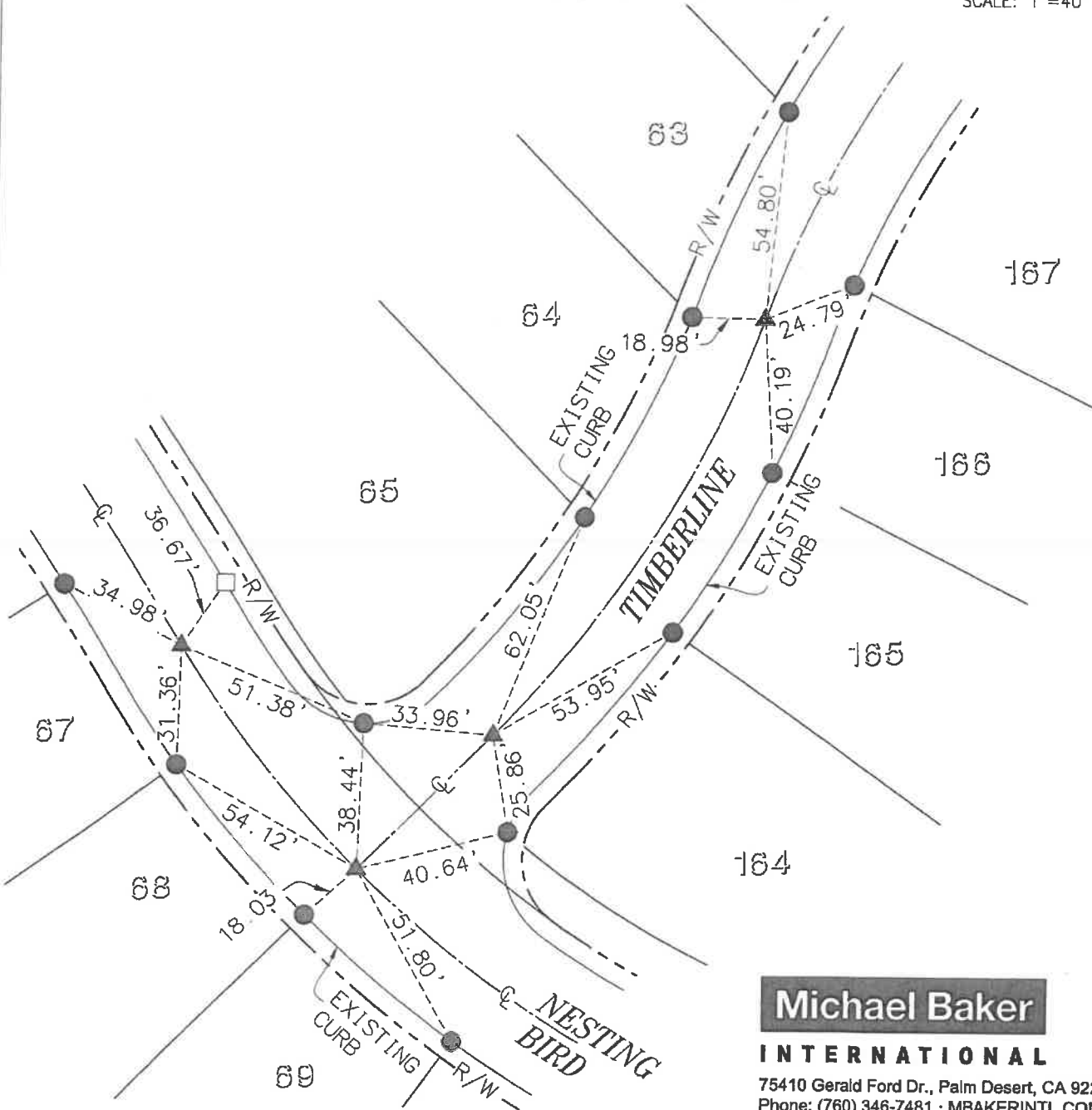
SHEET 8 OF 17 SHEETS

LEGEND

- ▲ INDICATES FOUND COPPERWELD MONUMENT STAMPED "LS 8508", FLUSH, PER TRACT 33096-12 M.B. 451/87-101.
- INDICATES FOUND LEAD, TACK & TAG STAMPED "LS 8508", FLUSH IN TOP OF CURB PER TRACT 33096-12 M.B. 451/87-101.
- INDICATES SET LEAD, TACK & TAG STAMPED "RP LS 8508", FLUSH ON TOP OF CURB.



SCALE: 1"=40'



Michael Baker

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MONUMENT TIE SHEET

L.S. NO. <u>8508</u>	TRACT NO. 33096-12 M.B. 451/87-101	SCALE: <u>1"=40'</u>
DATE: <u>03/27/2019</u>	ENGINEERING DEPARTMENT	JOB NO. <u>10103507</u>
	CITY OF BEAUMONT	

TRACT 33096-12

M.B. 451/87-101

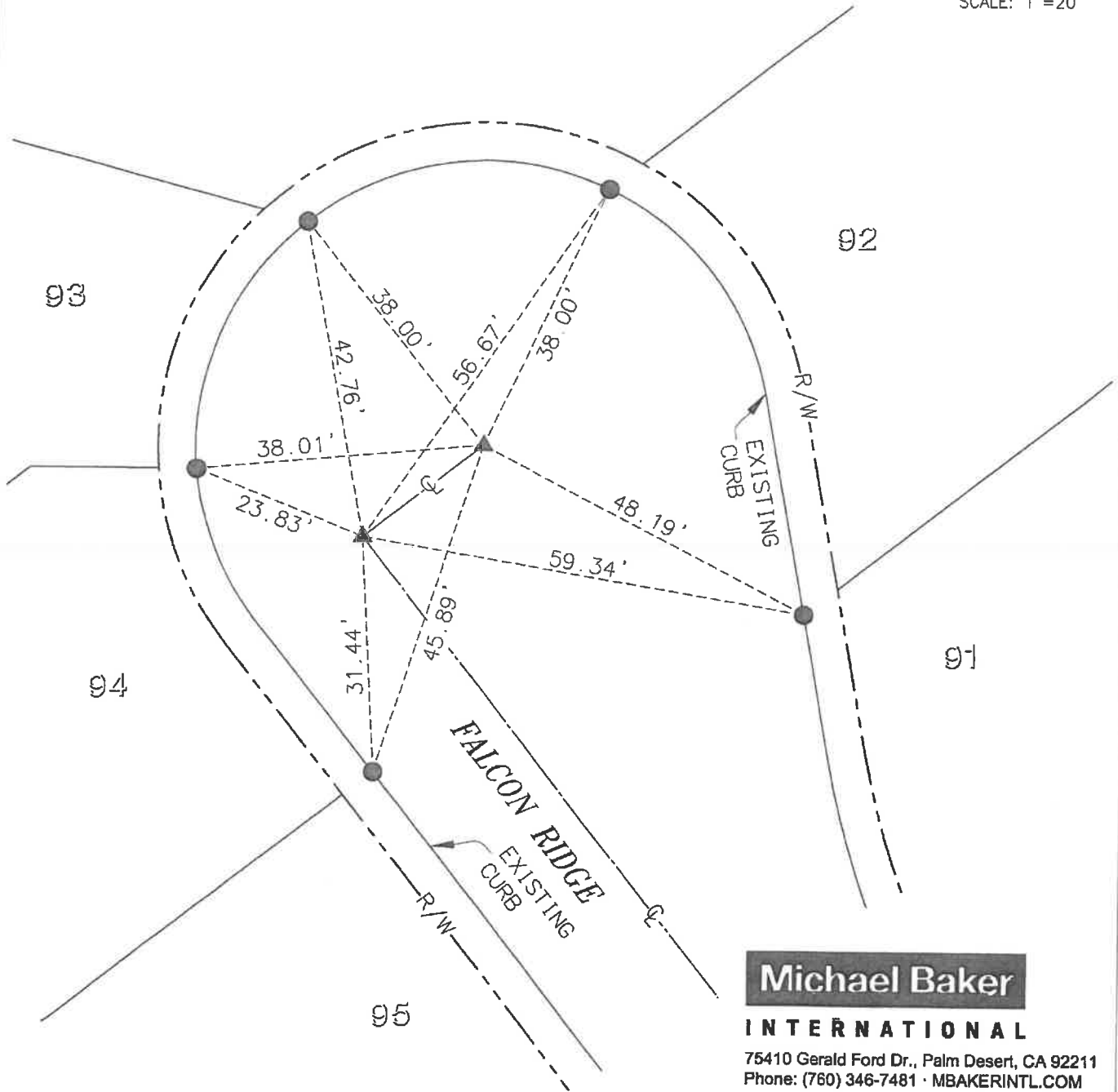
SHEET 9 OF 17 SHEETS

LEGEND

- ▲ INDICATES FOUND COPPERWELD MONUMENT STAMPED "LS 8508", FLUSH, PER TRACT 33096-12 M.B. 451/87-101.
- INDICATES FOUND LEAD, TACK & TAG STAMPED "LS 8508", FLUSH IN TOP OF CURB PER TRACT 33096-12 M.B. 451/87-101.
- INDICATES SET LEAD, TACK & TAG STAMPED "RP LS 8508", FLUSH ON TOP OF CURB.



SCALE: 1"=20'



Michael Baker
INTERNATIONAL

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L.S. NO. <u>8508</u>	MONUMENT TIE SHEET	SCALE: <u>1"=50'</u>
DATE: <u>03/27/2019</u>	TRACT NO. <u>33096-12</u> M.B. <u>451/87-101</u>	JOB NO. <u>10103507</u>
ENGINEERING DEPARTMENT	CITY OF BEAUMONT	

TRACT 33096-12

M.B. 451/87-101

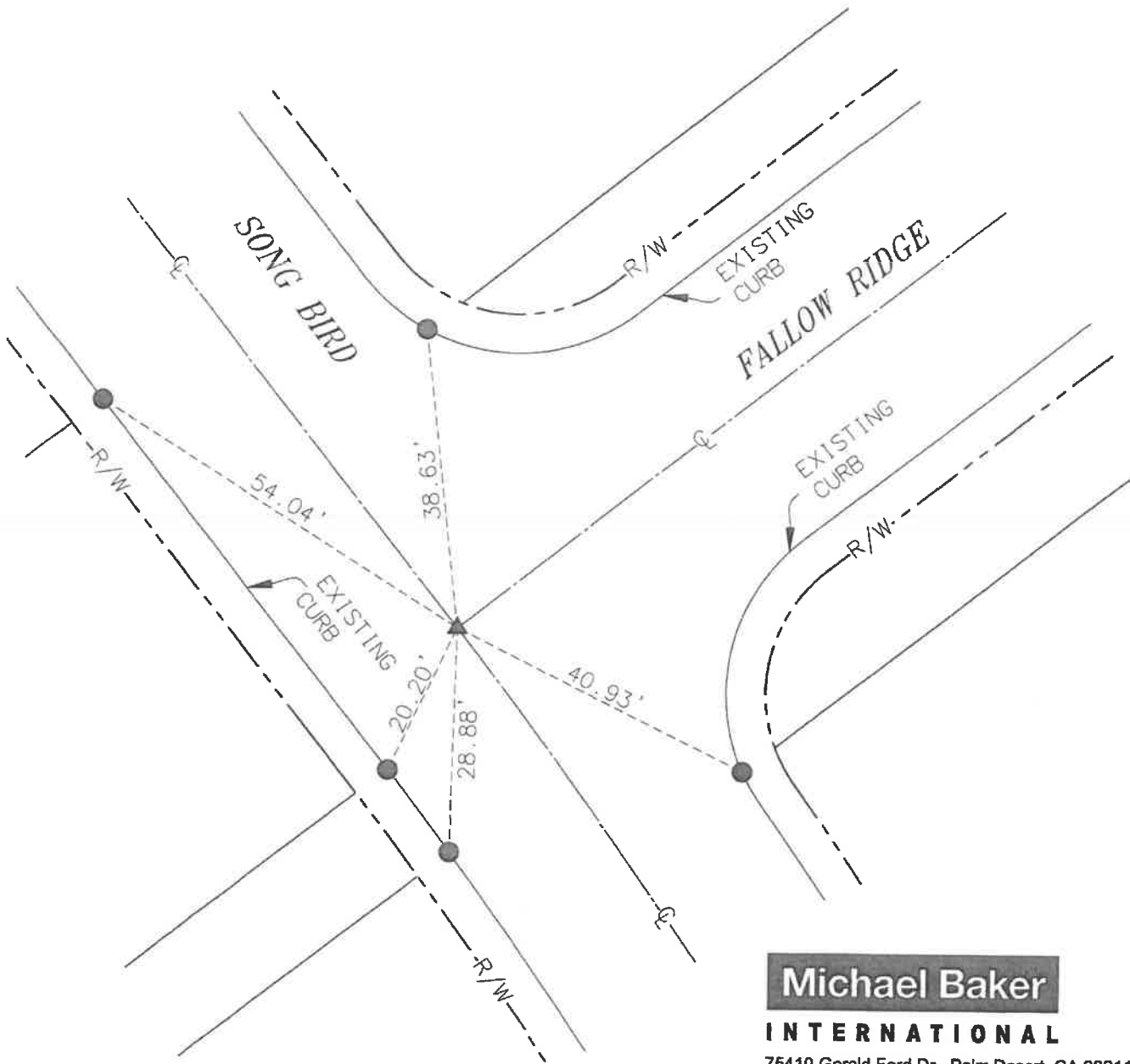
SHEET 10 OF 17 SHEETS

LEGEND

- ▲ INDICATES FOUND COPPERWELD MONUMENT STAMPED "LS 8508", FLUSH, PER TRACT 33096-12 M.B. 451/87-101.
- INDICATES FOUND LEAD, TACK & TAG STAMPED "LS 8508", FLUSH IN TOP OF CURB PER TRACT 33096-12 M.B. 451/87-101.
- INDICATES SET LEAD, TACK & TAG STAMPED "RP LS 8508", FLUSH ON TOP OF CURB.



SCALE: 1"=20'



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INTERNATIONAL

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L.S. NO. <u>8508</u>	MONUMENT TIE SHEET	SCALE: <u>1"=20'</u>
DATE: <u>03/27/2019</u>	TRACT NO. <u>33096-12</u> M.B. <u>451/87-101</u>	JOB NO. <u>10103507</u>
ENGINEERING DEPARTMENT	CITY OF BEAUMONT	

TRACT 33096-12

M.B. 451/87-101

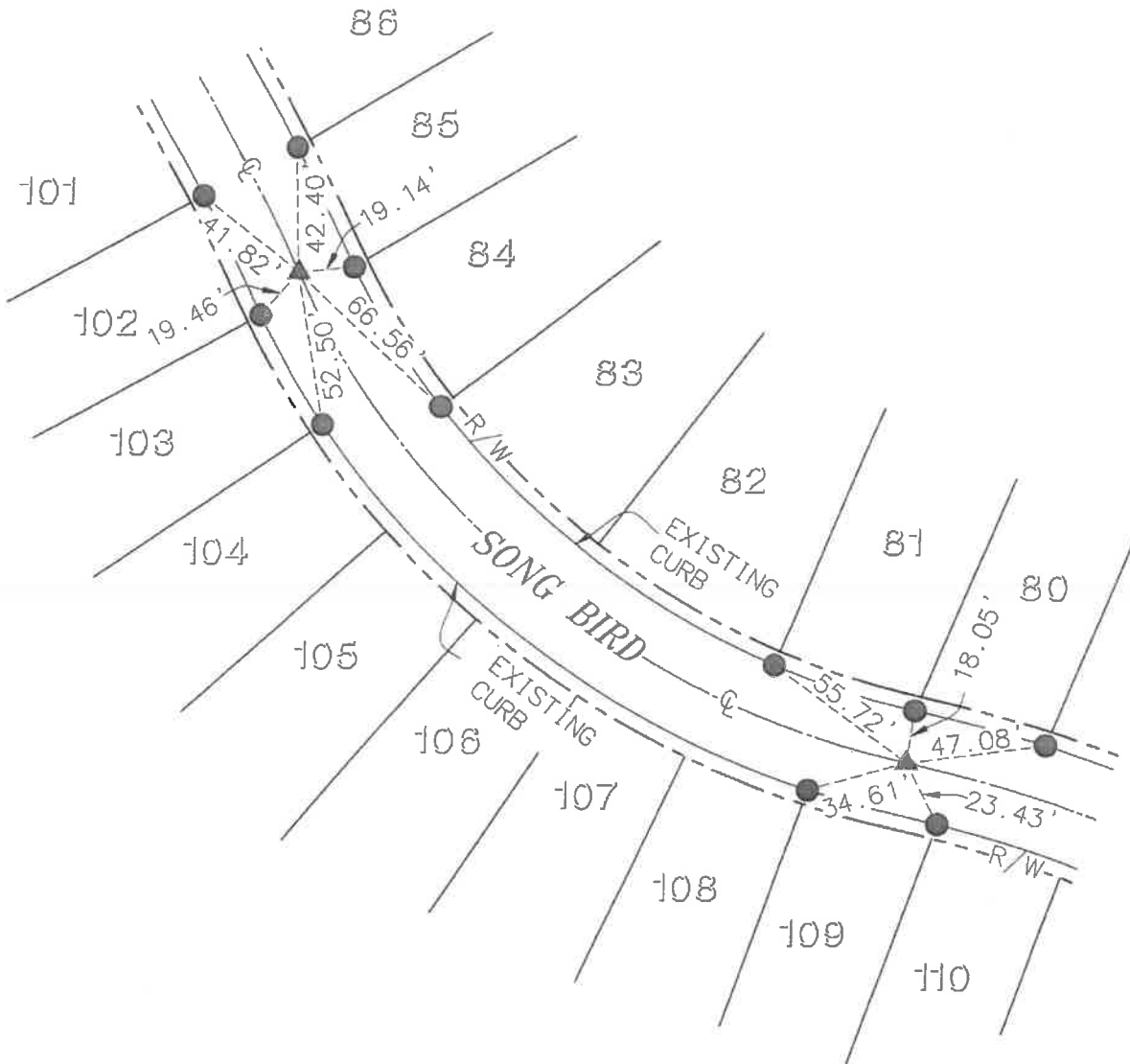
SHEET 11 OF 17 SHEETS

LEGEND

- ▲ INDICATES FOUND COPPERWELD MONUMENT STAMPED "LS 8508", FLUSH, PER TRACT 33096-12 M.B. 451/87-101.
- INDICATES FOUND LEAD, TACK & TAG STAMPED "LS 8508", FLUSH IN TOP OF CURB PER TRACT 33096-12 M.B. 451/87-101.
- INDICATES SET LEAD, TACK & TAG STAMPED "RP LS 8508", FLUSH ON TOP OF CURB.



SCALE: 1"=60'



Michael Baker

INTERNATIONAL

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L.S. NO. <u>8508</u>	MONUMENT TIE SHEET	SCALE: <u>1"=60'</u>
DATE: <u>03/27/2019</u>	TRACT NO. 33096-12 M.B. 451/87-101	JOB NO. <u>10103507</u>
ENGINEERING DEPARTMENT	CITY OF BEAUMONT	

TRACT 33096-12

M.B. 451/87-101

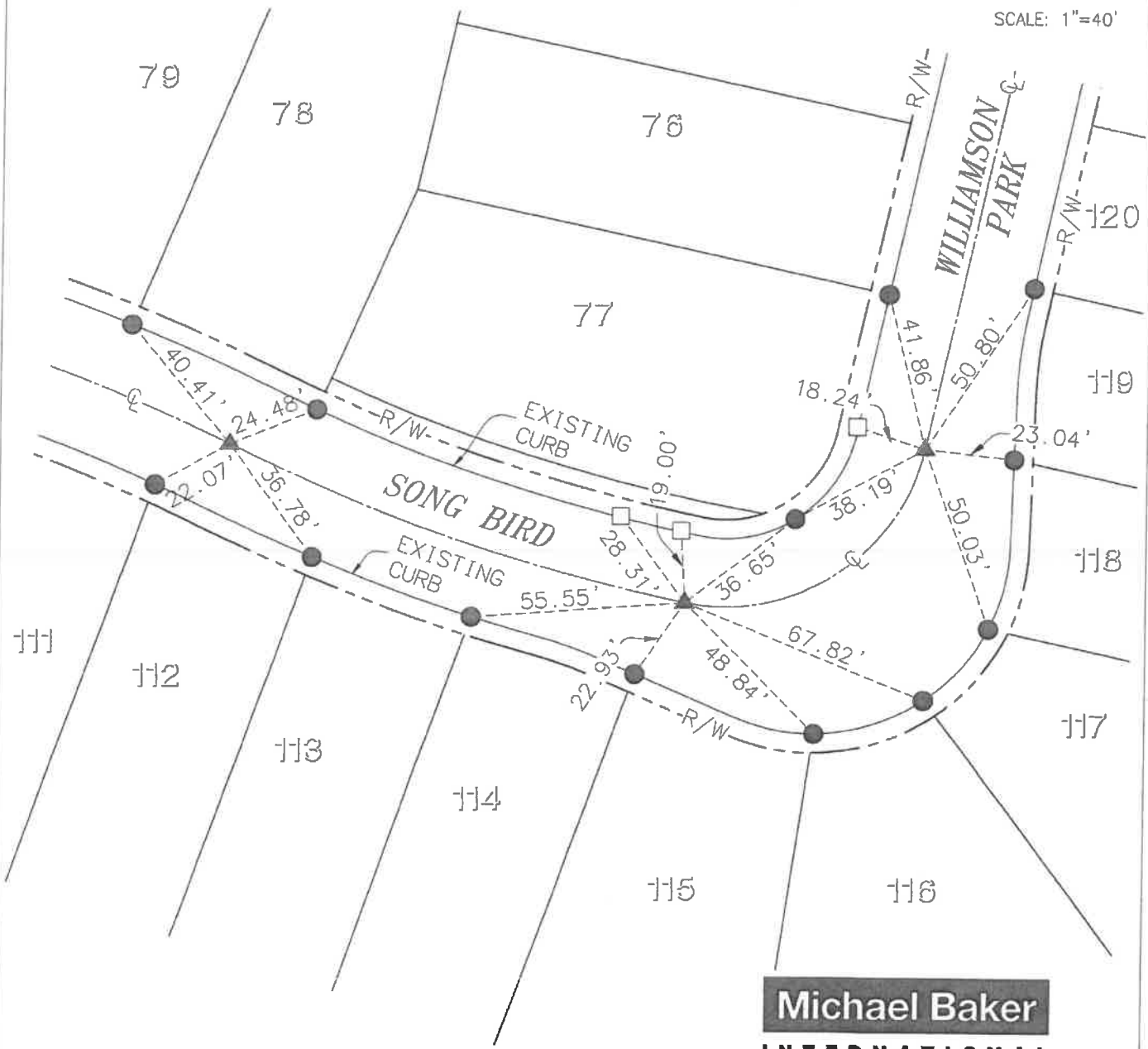
SHEET 12 OF 17 SHEETS

LEGEND

- ▲ INDICATES FOUND COPPERWELD MONUMENT STAMPED "LS 8508", FLUSH, PER TRACT 33096-12 M.B. 451/87-101.
- INDICATES FOUND LEAD, TACK & TAG STAMPED "LS 8508", FLUSH IN TOP OF CURB PER TRACT 33096-12 M.B. 451/87-101.
- INDICATES SET LEAD, TACK & TAG STAMPED "RP LS 8508", FLUSH ON TOP OF CURB.



SCALE: 1"=40'



Michael Baker
INTERNATIONAL

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Phone: (760) 346-7481 · MBAKERINTL.COM

L.S. NO. <u>8508</u>	MONUMENT TIE SHEET	SCALE: <u>1"=40'</u>
DATE: <u>03/27/2019</u>	TRACT NO. 33096-12 M.B. 451/87-101	JOB NO. <u>10103507</u>
ENGINEERING DEPARTMENT	CITY OF BEAUMONT	

TRACT 33096-12

M.B. 451/87-101

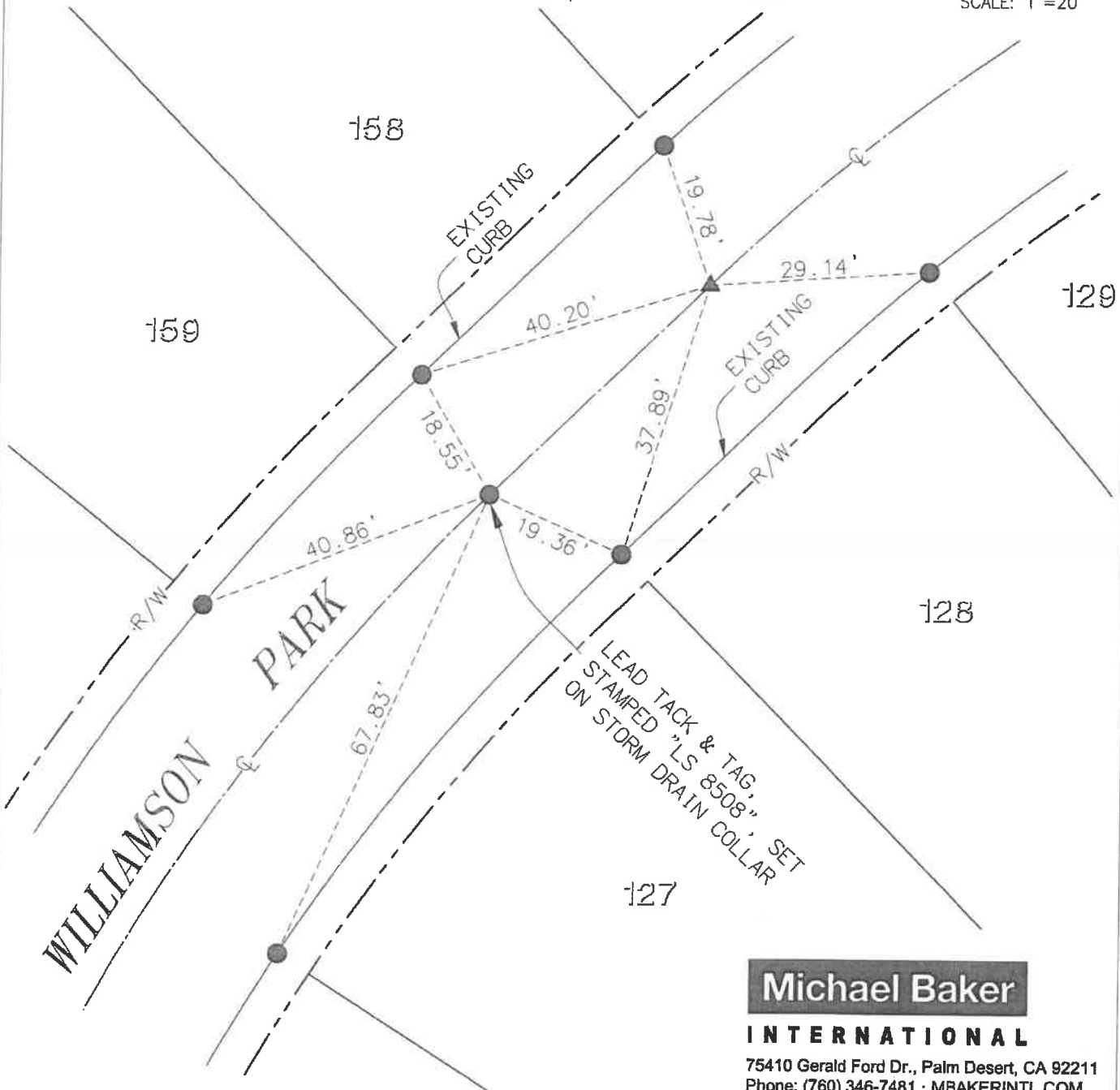
SHEET 14 OF 17 SHEETS

LEGEND

- ▲ INDICATES FOUND COPPERWELD MONUMENT STAMPED "LS 8508", FLUSH, PER TRACT 33096-12 M.B. 451/87-101.
- INDICATES FOUND LEAD, TACK & TAG STAMPED "LS 8508", FLUSH IN TOP OF CURB PER TRACT 33096-12 M.B. 451/87-101, OR OTHERWISE NOTED.
- INDICATES SET LEAD, TACK & TAG STAMPED "RP LS 8508", FLUSH ON TOP OF CURB.



SCALE: 1"=20'



Michael Baker

INTERNATIONAL

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MONUMENT TIE SHEET

L.S. NO. 8508
DATE: 03/27/2019

TRACT NO. 33096-12
M.B. 451/87-101

SCALE: 1"=20'

ENGINEERING DEPARTMENT

CITY OF BEAUMONT

JOB NO. 10103507

TRACT 33096-12

M.B. 451/87-101

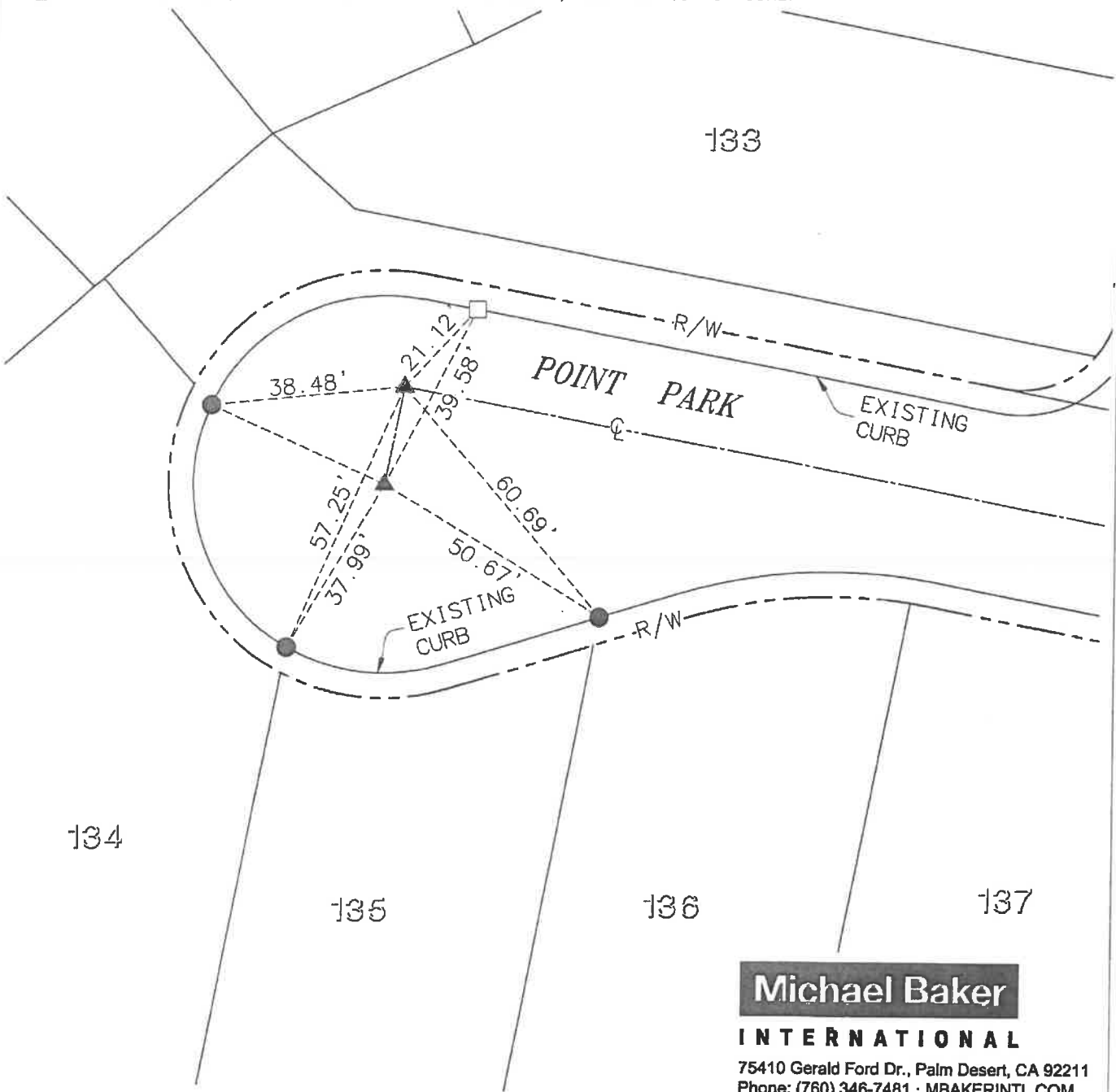
SHEET 16 OF 17 SHEETS

LEGEND

- ▲ INDICATES FOUND COPPERWELD MONUMENT STAMPED "LS 8508", FLUSH, PER TRACT 33096-12 M.B. 451/87-101.
- INDICATES FOUND LEAD, TACK & TAG STAMPED "LS 8508", FLUSH IN TOP OF CURB PER TRACT 33096-12 M.B. 451/87-101.
- INDICATES SET LEAD, TACK & TAG STAMPED "RP LS 8508", FLUSH ON TOP OF CURB.



SCALE: 1"=30'



Michael Baker

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L.S. NO. <u>8508</u>	MONUMENT TIE SHEET	SCALE: <u>1"=30'</u>
DATE: <u>03/27/2019</u>	TRACT NO. <u>33096-12</u> M.B. <u>451/87-101</u>	JOB NO. <u>10103507</u>
ENGINEERING DEPARTMENT	CITY OF BEAUMONT	

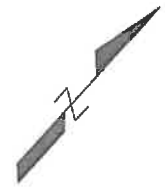
TRACT 33096-12

M.B. 451/87-101

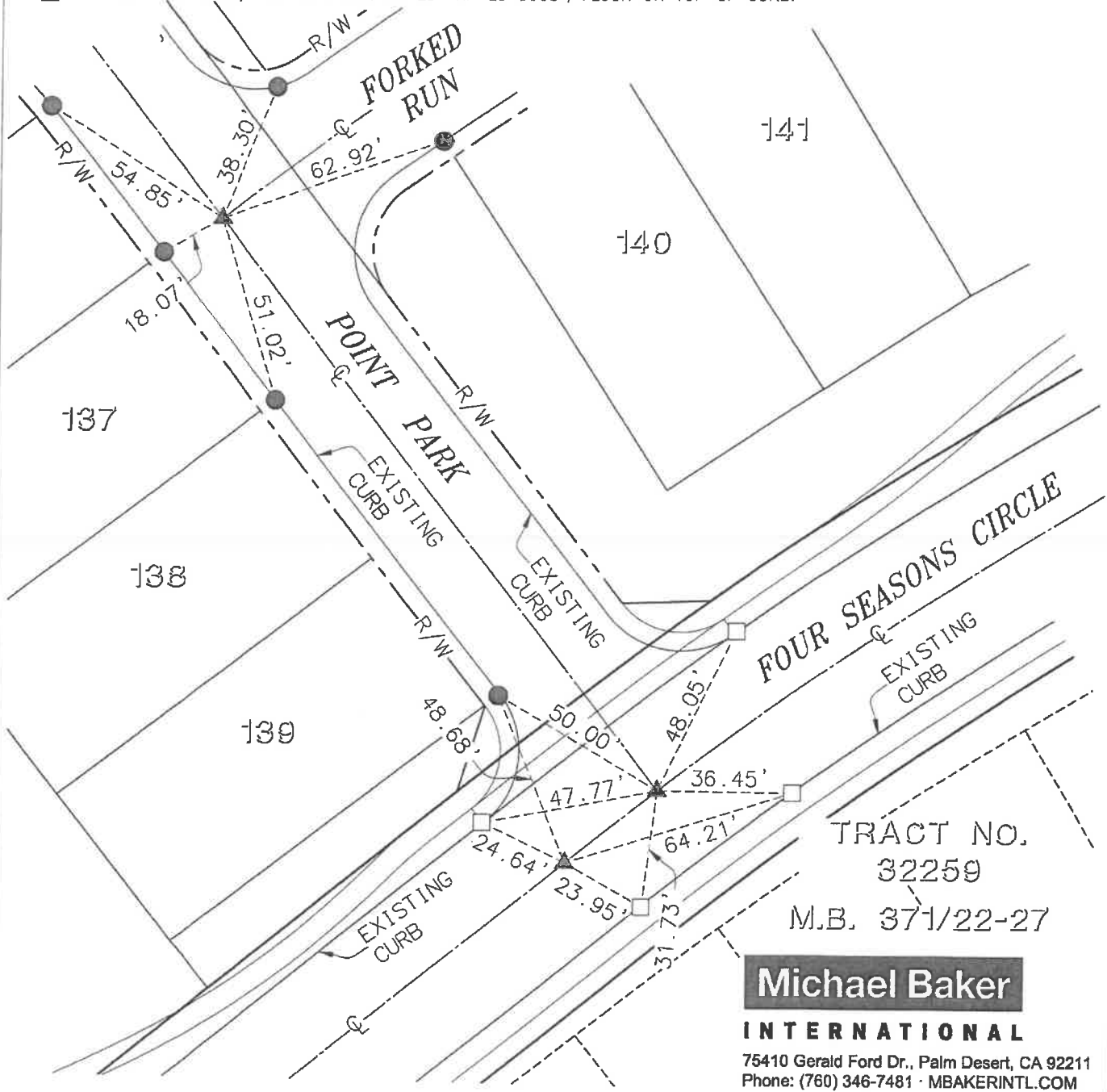
SHEET 17 OF 17 SHEETS

LEGEND

- ▲ INDICATES FOUND COPPERWELD MONUMENT STAMPED "LS 8508", FLUSH, PER TRACT 33096-12 M.B. 451/87-101.
- INDICATES FOUND LEAD, TACK & TAG STAMPED "LS 8508", FLUSH IN TOP OF CURB PER TRACT 33096-12 M.B. 451/87-101.
- INDICATES SET LEAD, TACK & TAG STAMPED "RP LS 8508", FLUSH ON TOP OF CURB.



SCALE: 1"=40'



Michael Baker
INTERNATIONAL
 75410 Gerald Ford Dr., Palm Desert, CA 92211
 Phone: (760) 346-7481 · MBAKERINTL.COM

L.S. NO. 8508
 DATE: 03/27/2019

MONUMENT TIE SHEET
 TRACT NO. 33096-12
 M.B. 451/87-101

SCALE: 1"=40'
 JOB NO. 10103507

ENGINEERING DEPARTMENT CITY OF BEAUMONT

Attachment D

Tract Map 33096-12

RECORDER'S STATEMENT

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

TRACT NO. 33096-12

THIS SUBDIVISION CONTAINS 174 NUMBERED LOTS 206 LETTERED LOTS 51.43 ACRES GROSS

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...

WE HEREBY RETAIN LOTS '1' THROUGH '9', INCLUSIVE, INDICATED AS PRIVATE STREETS, AS SHOWN HEREON FOR PRIVATE USE FOR THE SALE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN LOTS '10', '11', '12', '13', '14' AND '15' THROUGH '20', INCLUSIVE, FOR OPEN SPACE AND LANDSCAPE MAINTENANCE PURPOSES FOR THE SALE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN LOTS '21' THROUGH '25', INCLUSIVE, FOR OPEN SPACE, ORNAMENTAL AND LANDSCAPE MAINTENANCE PURPOSES FOR THE SALE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN LOT '26' FOR LANDSCAPING AND RECREATION PURPOSES FOR THE SALE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES AND IS HEREBY DEDICATED TO THE CITY OF BEAUMONT, CALIFORNIA...

K. ANTONIANS FOUR SEASONS AT BEAUMONT, LLC

A CALIFORNIA LIMITED LIABILITY COMPANY

NAME: Douglas M. Woodliff TITLE: DIVISION PRESIDENT

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE WARRANTS ONLY THE VERACITY OF THE INSTRUMENT WHO SIGNED THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA COUNTY OF ORANGE

PERSONALLY APPEARED DEBORAH WOODLIFF AND PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SHOWN TO BE THE WITHIN INSTRUMENT AND ADMITTED TO BE THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR UNREZERVED AND UNREVOKED AUTHORITY, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY (OR BOTH) OF WHICH PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND

SIGNATURE

PRINT NAME

MY COMMISSION EXPIRES IN

BY PRINCIPAL PLACE OF BUSINESS IS

BEING A SUBDIVISION OF A PORTION OF LOT 5 OF TRACT NO. 32299 ON FILE IN BOOK 371, PAGES 22 THROUGH 27, INCLUSIVE, OF THE PUBLIC RECORDS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, INSTRUMENT NO. 2015-0327135 OF OFFICIAL RECORDS, DATED JULY 23, 2015 AS INSTRUMENT NO. 2015-0327135 OF OFFICIAL RECORDS, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, CALIFORNIA, BEING LOCATED IN SECTION 14, T. 3 S., R. 1 W., S.B.M.

Michael Baker INTERNATIONAL

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 FOR A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$23,000.00

DATE: August 10, 2016 COUNTY TAX COLLECTOR: Christopher Lee Alberts DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$23,000.00 HAS BEEN EXECUTED AND FILED WITH THE BOND OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH AT THE TIME OF FILING OF THIS MAP THE LIEN HAS BEEN PAID AND THE LIEN HAS BEEN PAID AND NOT YET PAYABLE AND SAID BOND HAS BEEN OBTAINED BY SAID BOND OF SUPERVISORS.

DATE: August 10, 2016

CASH OR CASHIER TAX BOND

DONOR NAME

COUNTY TAX COLLECTOR

BY: Christopher Lee Alberts DEPUTY

SIGNATURE OMISSIONS NOTE

PERMIT TO SECTION 66318 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED: SMI DIEGO GAS COMPANY, HOLDER OF AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED APRIL 20, 1971 AS INSTRUMENT NO. 40682, O.R. (PLOTTED HEREIN)

BEAUMONT-CALIFORNIA ELECTRIC CORPORATION HOLDER OF AN EASEMENT FOR ELECTRICAL TRANSMISSION LINES AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED DECEMBER 09, 1939 PER O.R. 657/467, (PLOTTED HEREIN)

SOUTHERN CALIFORNIA GAS COMPANY HOLDER OF AN EASEMENT FOR PIPELINES AND OTHER APPURTENANCES PER DOCUMENT RECORDED JUNE 21, 2007 AS DOCUMENT NO. 2007-0468117 O.R. (NOT PLOTTABLE FROM THE RECORD)

SOUTHERN CALIFORNIA GAS COMPANY HOLDER OF AN EASEMENT FOR PIPE LINES AND OTHER APPURTENANCES PER DOCUMENT RECORDED MAY 20, 2014 AS DOCUMENT NO. 2014-048270 O.R. (NOT PLOTTABLE FROM THE RECORD)

SOUTHERN CALIFORNIA Edison COMPANY HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED AUGUST 21, 2014 AS DOCUMENT NO. 2014-0183134 O.R. (PLOTTED HEREIN)

SOUTHERN CALIFORNIA Edison COMPANY HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED SEPTEMBER 02, 2015 AS DOCUMENT NO. 2015-0382836 O.R. (PLOTTED HEREIN)

copy

FILED THIS 11th DAY OF AUGUST, 2016, AT 3:54 P.M. IN BOOK 3271 OF MAPS AT PAGES 22-27. AT THE REQUEST OF THE COUNTY CLERK OF RIVERSIDE, CALIFORNIA. FILED BY: JESSICA L. BROWN, COUNTY CLERK OF RIVERSIDE, CALIFORNIA. FEE: \$ 38.00

BY: Melissa Hansen, J. Brown, DEPUTY SUBDIVISION GUARANTEE, CHANGE COAST TITLE COMPANY

SUBDIVISION STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PHOENIX HOMES, A CALIFORNIA CORPORATION, IN NOVEMBER OF 2015. I HEREBY STATE THAT ALL INFORMATION ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE BOUNDARY AGREEMENT FOR THE MAP AND THAT THE AGREEMENTS ARE, OR WILL BE, SUFFICIENT TO DOUBLE THE SURVEY TO BE REPAIRED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: 7-11-2016 BY: Christopher Lee Alberts L.S. 6208



CITY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT MAP 33096, AS FILED, AMENDED, AND APPROVED BY THE CITY COUNCIL ON JULY 19, 2005, THE EXPIRATION DATE BEING DECEMBER 5, 2016, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 7-18-2016 BY: Jay S. Farnham, City Surveyor L.S. 6207



BEAUMONT CITY COUNCIL CERTIFICATE

THE CITY OF BEAUMONT, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES TRACT NO. 33096-12 AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES. THE CITY COUNCIL DECLARES THAT THE ACCEPTANCE OF THE OFFERS IS TO VEST TITLE IN THE CITY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES, BUT THAT SAID ROADS SUBJECT TO IMPROVEMENTS SHALL NOT BECOME PART OF THE CITY MAINTAINED ROAD SYSTEM UNTIL ACCEPTED BY THE CITY PURSUANT TO SECTION 641 OF THE STREETS AND HIGHWAYS CODE.

THE EASEMENTS FOR SEWER PURPOSES, INTEREST AND EGRESS AND PUBLIC SAFETY AND UTILITY MAINTENANCE PURPOSES OVER PRIVATE STREET LOTS '1' (VIA CURB), LOT '3' (FORBIDDEN RUN), LOT '4' (RIO GRANDE), LOT '5' (THUNDERLINE), LOT '6' (WILLIAMSON PARK), LOT '7' (NESTING BIRD), LOT '8' (FALCON RIDGE), LOT '9' (SING BIRD) AND LOT '10' (POINT PARK), ARE HEREBY ACCEPTED, SUBJECT TO IMPROVEMENTS.

DATE: 8/4/2016 BY: Jay S. Farnham, City Clerk RIVERSIDE COUNTY, CALIFORNIA

SOILS REPORT NOTE

A PRELIMINARY SOILS REPORT WAS PREPARED BY LEITCH AND ASSOCIATES, INC., DATED 4/18/2005 AS REQUIRED BY THE HEALTH AND SAFETY CODE.

45/48

SHEET 2 OF 15 SHEETS

copy

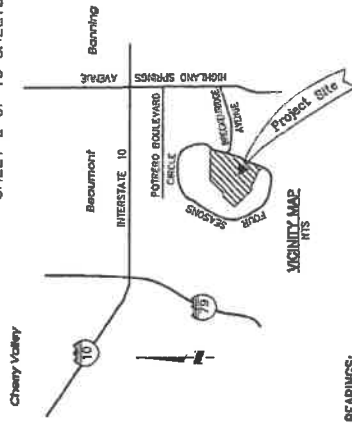
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

TRACT NO. 33096-12

BEING A SUBDIVISION OF A PORTION OF LOT 5 OF TRACT NO. 33096-3, FILED IN MAP BOOK 418, PAGES 70 THROUGH 93, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, AND A PORTION OF LOT 5 OF TRACT NO. 33096-7, FILED IN MAP BOOK 440, PAGES 50 THROUGH 58, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, BEING LOCATED IN SECTION 14, T. 3 S., R. 1 W., S.B.M.

Michael Baker

INTERNATIONAL
JUNE, 2016



BASIS OF BEARINGS:
THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF FOUR SEASONS CIRCLE, BEING A PORTION OF LOT 5 OF TRACT NO. 33096-3, FILED IN MAP BOOK 418, PAGES 70 THROUGH 93, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, AND A PORTION OF LOT 5 OF TRACT NO. 33096-7, FILED IN MAP BOOK 440, PAGES 50 THROUGH 58, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, BEING LOCATED IN SECTION 14, T. 3 S., R. 1 W., S.B.M.

SURVEYOR'S NOTES:

- () - DENOTES RECORD DATA PER TRACT NO. 33096-3, FILED IN MAP BOOK 418, PAGES 70 THROUGH 93, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED, UNLESS OTHERWISE NOTED.
- [] - DENOTES RECORD DATA PER TRACT NO. 33096-7, FILED IN MAP BOOK 440, PAGES 50 THROUGH 58, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED, UNLESS OTHERWISE NOTED.
- ALL MONUMENTS SHOWN AS SET WILL BE SET WITHIN ONE YEAR AFTER THE ACCEPTANCE OF IMPROVEMENTS BY THE CITY COUNCIL. EXISTING BOUNDARY MONUMENTS THAT ARE DESTROYED DUE TO CONSTRUCTION WILL BE RESET AS STATED ABOVE.

SET 1" IRON PIPE TAGGED "L.S. 8508" FLUSH OR LEAD, TACK AND TAG "L.S. 8508" FLUSH, IN CONCRETE OR A SPIKE W/BRASS WASHER STAMPED MORE AT ALL BEAR LOT CORNERS, REAR AND SIDE LOT ANGLE POINTS AND ENDS OF CURVE. LOT CORNERS WHICH ADJACENT A PRIVATE STREET WILL BE CONSIDERED BY A LEAD, TACK AND TAG "L.S. 8508" ON SIDE LOT LINES PRODUCED.

SET COPPERELED MONUMENT STAMPED "L.S. 8508" FLUSH.

DENOTES FOUND MONUMENT AS NOTED AND REFERENCED HEREON.

FOUND 1 1/2" BRASS CAP STAMPED "L.S. 5134" FLUSH, PER TRACT NO. 33096-3, M.B. 418/70-83.

DENOTES 2" IRON PIPE TAGGED "L.S. 5134" OR SPIKE AND WASHER STAMPED "L.S. 5134" OR LEAD, TACK AND TAG "L.S. 5134" TO BE SET PER TRACT NO. 33096-3, M.B. 418/70-83.

DENOTES 2" IRON PIPE TAGGED "L.S. 5134" OR SPIKE AND WASHER STAMPED "L.S. 5134" OR LEAD, TACK AND TAG "L.S. 5134" TO BE SET PER TRACT NO. 32289, M.B. 371/22-27.

DENOTES 2" IRON PIPE TAGGED "L.S. 5134" OR SPIKE AND WASHER STAMPED "L.S. 5134" OR LEAD, TACK AND TAG "L.S. 5134" TO BE SET PER TRACT NO. 33096-1, M.B. 412/48-55.

DENOTES 2" IRON PIPE TAGGED "L.S. 5134" OR SPIKE AND WASHER STAMPED "L.S. 5134" OR LEAD, TACK AND TAG "L.S. 5134" TO BE SET PER TRACT NO. 33096-7, M.B. 440/50-56.

(R) = RADIAL BEARING

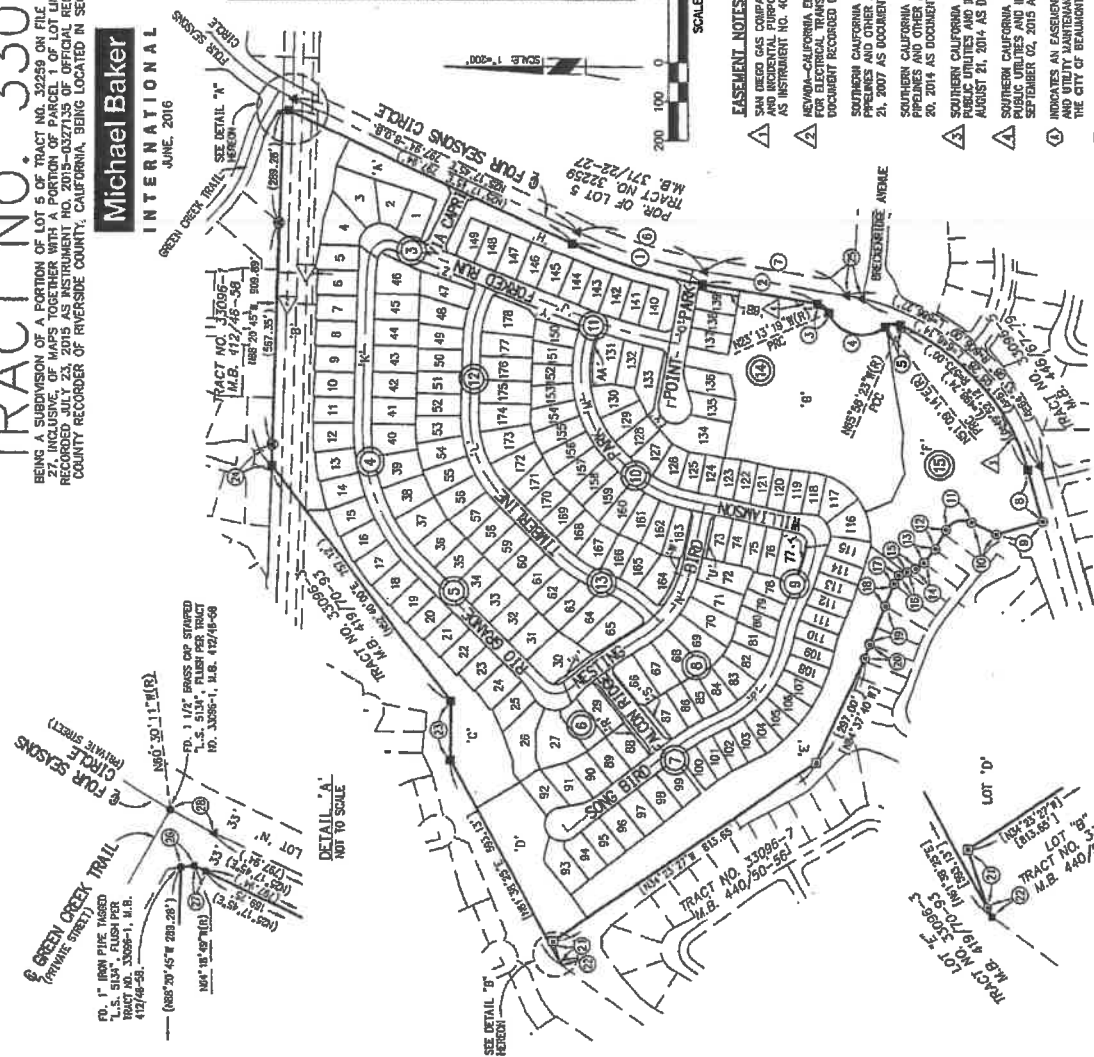
S.B.M. = BASIS OF BEARING

BEARING/DELTA	LENGTH	RADIUS
(1) 2°10'17.00"	348.733	1227.00
(2) 3°09'00.41"	259.735	38.00
(3) 2°57'48.00"	39.37	38.00
(4) 2°105'37.27"	178.37	93.50
(5) 2°52'52.25"	42.80	38.00
(6) 2°52'52.25"	42.80	38.00
(7) 4°07'00.41"	371.735	1184.00
(8) 1°13'53.49"	136.78	CALC'D
(9) 1°13'53.49"	136.78	CALC'D
(10) 1°13'53.49"	136.78	CALC'D
(11) 1°13'53.49"	136.78	CALC'D
(12) 1°13'53.49"	136.78	CALC'D
(13) 1°13'53.49"	136.78	CALC'D
(14) 1°13'53.49"	136.78	CALC'D
(15) 1°13'53.49"	136.78	CALC'D
(16) 1°13'53.49"	136.78	CALC'D
(17) 1°13'53.49"	136.78	CALC'D
(18) 1°13'53.49"	136.78	CALC'D
(19) 1°13'53.49"	136.78	CALC'D
(20) 1°13'53.49"	136.78	CALC'D
(21) 1°13'53.49"	136.78	CALC'D
(22) 1°13'53.49"	136.78	CALC'D
(23) 1°13'53.49"	136.78	CALC'D
(24) 1°13'53.49"	136.78	CALC'D
(25) 1°13'53.49"	136.78	CALC'D
(26) 1°13'53.49"	136.78	CALC'D
(27) 1°13'53.49"	136.78	CALC'D
(28) 1°13'53.49"	136.78	CALC'D



EASEMENT NOTES:

- △ SAN DIEGO GAS COMPANY HOLDER OF AN EASEMENT FOR PIPELINES PER DOCUMENT RECORDED APRIL 20, 1971 AS INSTRUMENT NO. 40882, O.R.
- △ NEWHA-CALIFORNIA ELECTRIC CORPORATION HOLDER OF AN EASEMENT FOR OVERHEAD POWER LINES PER DOCUMENT RECORDED DECEMBER 08, 1938 PER O.R. 437/483.
- △ SOUTHERN CALIFORNIA GAS COMPANY HOLDER OF AN EASEMENT FOR PIPELINES PER DOCUMENT RECORDED APRIL 21, 2007 AS DOCUMENT NO. 2007-1486117 O.R. (NOT PLOTTABLE)
- △ SOUTHERN CALIFORNIA GAS COMPANY HOLDER OF AN EASEMENT FOR PIPELINES AND OTHER APPURTENANCES PER DOCUMENT RECORDED MAY 20, 2014 AS DOCUMENT NO. 2014-0162708 O.R. (NOT PLOTTABLE)
- △ SOUTHERN CALIFORNIA EDISON COMPANY HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED AUGUST 21, 2014 AS DOCUMENT NO. 2014-0161519 O.R.
- △ SOUTHERN CALIFORNIA EDISON COMPANY HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED SEPTEMBER 02, 2015 AS DOCUMENT NO. 2015-0303236 O.R.
- △ INDICATES AN EASEMENT FOR INGRESS AND EGRESS FOR PUBLIC SAFETY AND UTILITY MAINTENANCE VEHICLE PURPOSES DEDICATED HEREON TO THE CITY OF BEAUMONT.
- △ INDICATES AN EASEMENT FOR SEWER PURPOSES DEDICATED HEREON TO THE CITY OF BEAUMONT.



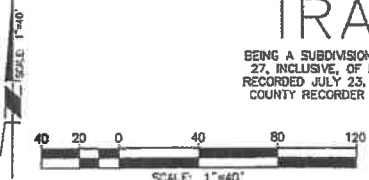
BOUNDARY CONTROL AND SHEET INDEX MAP

INDICATES SHEET NUMBER

451/84

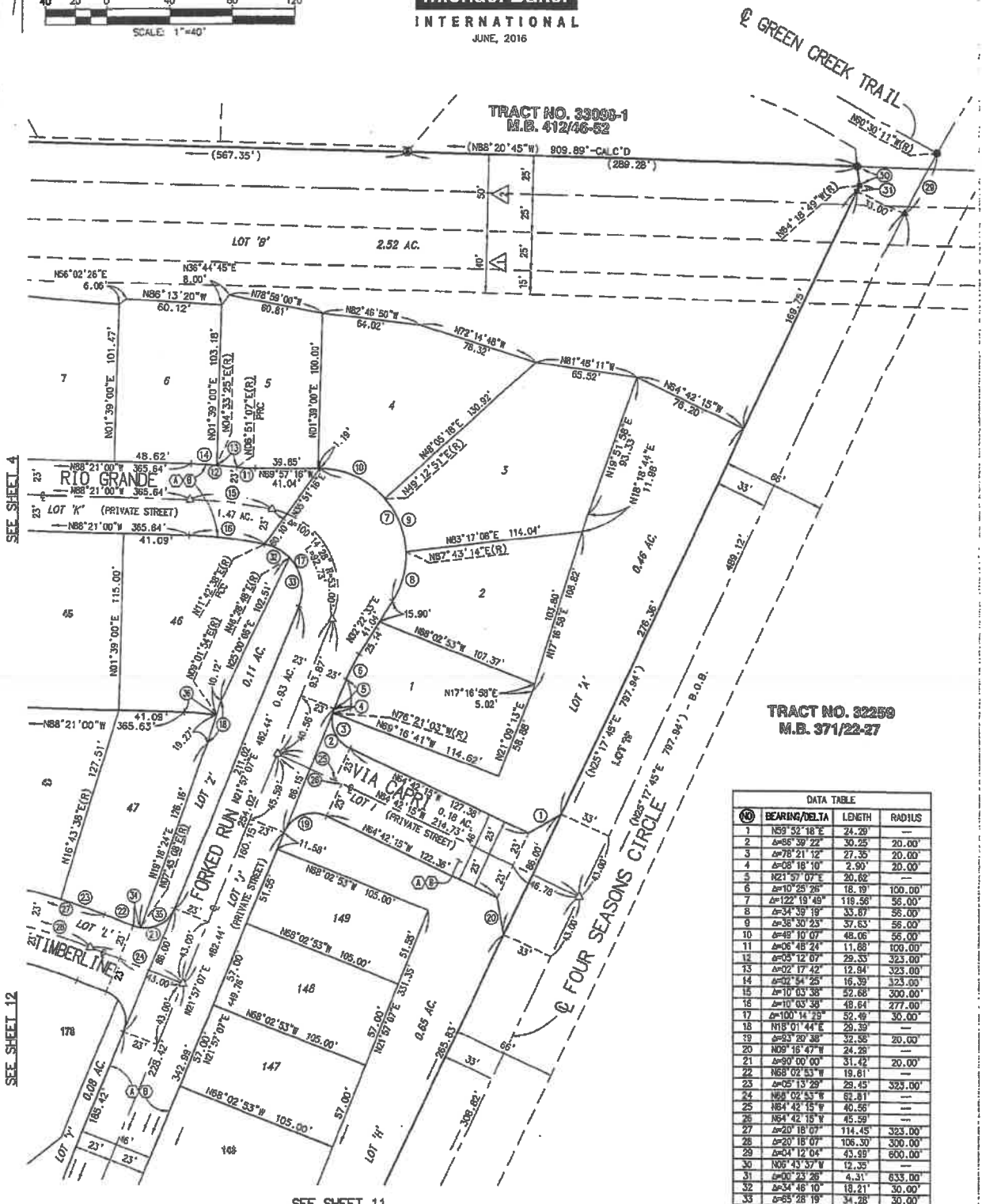
TRACT NO. 33096-12

BEING A SUBDIVISION OF A PORTION OF LOT 5 OF TRACT NO. 32259 ON FILE IN BOOK 371, PAGES 22 THROUGH 27, INCLUSIVE, OF MAPS TOGETHER WITH A PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 15-LA-005 RECORDED JULY 23, 2016 AS INSTRUMENT NO. 2016-0337135 OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 14, T. 3 S., R. 1 W., S.B.M.



Michael Baker
INTERNATIONAL
JUNE, 2016

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TRACT NO. 32259
M.B. 371/22-27

DATA TABLE			
(NO)	BEARING/DELTA	LENGTH	RADIUS
1	N89°52'18"E	24.20'	---
2	S48°32'22"	30.25'	20.00'
3	S78°21'12"	27.35'	20.00'
4	S08°18'10"	2.90'	20.00'
5	N21°57'07"E	20.62'	---
6	S10°25'26"	18.19'	100.00'
7	S122°19'48"	118.58'	58.00'
8	S34°39'19"	33.87'	58.00'
9	S36°30'23"	57.63'	58.00'
10	S49°10'07"	48.06'	58.00'
11	S08°48'24"	11.88'	100.00'
12	S05°12'07"	29.33'	323.00'
13	S02°17'42"	12.94'	323.00'
14	S23°54'26"	16.39'	323.00'
15	S10°03'38"	52.68'	300.00'
16	S10°03'38"	48.64'	277.80'
17	S100°14'25"	52.49'	30.00'
18	N18°01'44"E	29.39'	---
19	S83°20'38"	32.58'	20.00'
20	N06°18'47"W	24.28'	---
21	S90°00'00"	31.42'	20.00'
22	N68°02'53"W	19.61'	---
23	S05°13'29"	29.45'	323.00'
24	N82°02'53"W	61.11'	---
25	N84°42'15"W	40.56'	---
26	N84°42'15"W	45.59'	---
27	S20°18'07"	114.45'	323.00'
28	S20°18'07"	106.30'	300.00'
29	S04°12'04"	43.99'	600.00'
30	N06°43'37"W	12.35'	---
31	S00°23'26"	4.31'	633.00'
32	S34°48'10"	18.21'	30.00'
33	S65°28'19"	34.28'	30.00'
34	S14°11'59"	4.96'	20.00'
35	S75°48'01"	25.48'	20.00'
36	S07°22'34"	20.67'	162.00'

- (A) INDICATES AN EASEMENT FOR INGRESS AND EGRESS FOR PUBLIC SAFETY AND UTILITY MAINTENANCE VEHICLE PURPOSES DEDICATED HEREON TO THE CITY OF BEAUMONT.
- (B) INDICATES AN EASEMENT FOR SENIOR PURPOSES DEDICATED HEREON TO THE CITY OF BEAUMONT.

NOTE:
SEE SHEET 2 FOR BOUNDARY CONTROL, SHEET INDEX MAP, MONUMENT NOTES, VICINITY MAP, BASIS OF BEARING AND EASEMENT NOTES.

SEE SHEET 4

SEE SHEET 12

SEE SHEET 11

45/90

SHEET 4 OF 15 SHEETS

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

TRACT NO. 33096-12

BEING A SUBDIVISION OF A PORTION OF LOT 6 OF TRACT NO. 32269 ON FILE IN BOOK 371, PAGES 22 THROUGH 27, INCLUSIVE, OF MAPS TOGETHER WITH A PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 15-LA-003 RECORDED JULY 23, 2015 AS INSTRUMENT NO. 2015-0327135 OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 14, T. 3 S., R. 1 W., S.B.M.

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JUNE, 2016

TRACT NO. 33096-1
M.B. 412/49-58

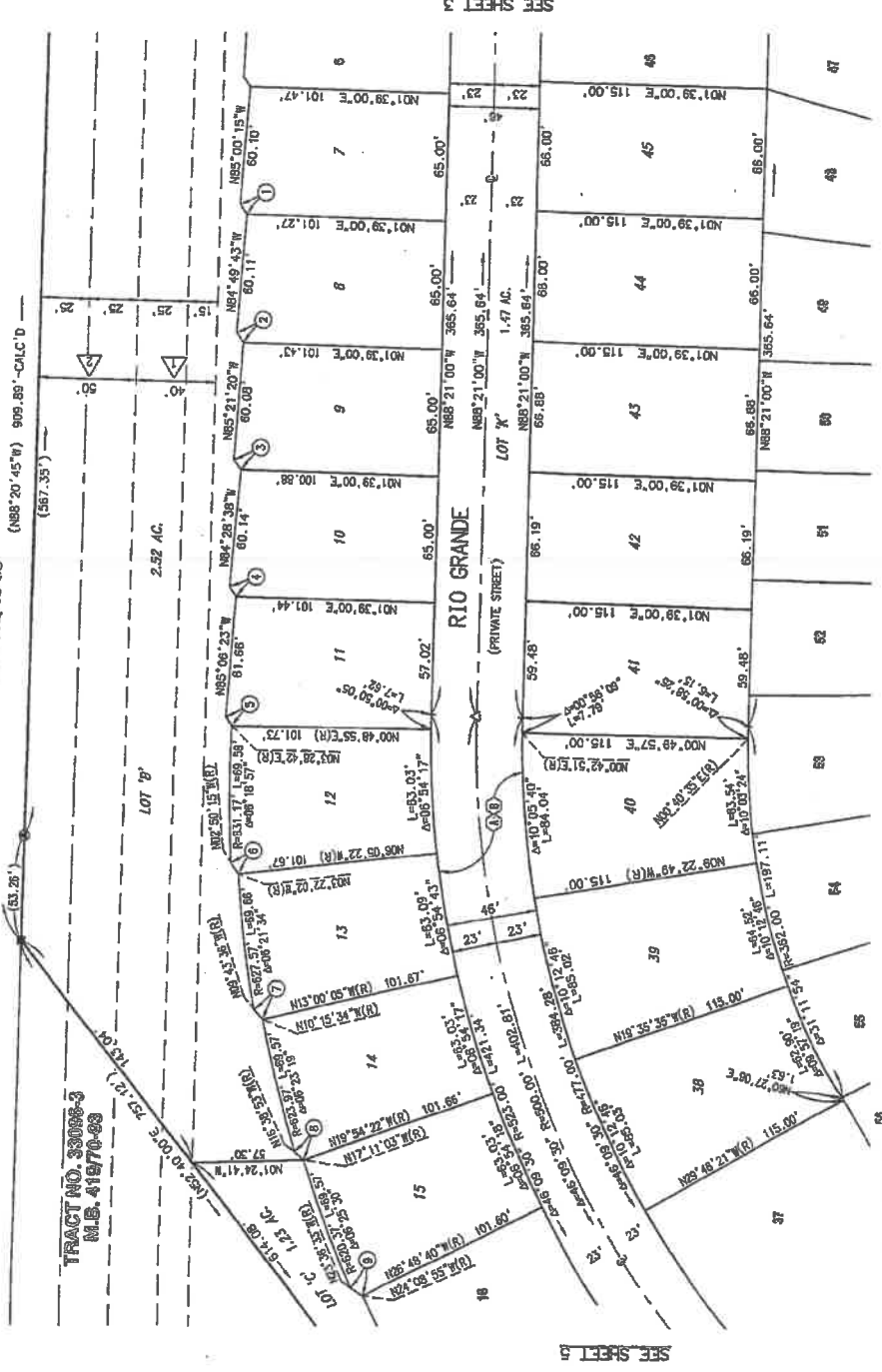
(N88°20'45"W) 909.89' -CHLC'D
(587.35')

2.52 AC.

LOT 8'

LOT 8'

LOT 8'



NO.	BEARING/Delta	LENGTH	RADIUS
1	N85°07'49"E	6.22	---
2	N85°29'21"E	6.12	---
3	N85°37'10"E	6.11	---
4	N85°04'17"E	5.40	---
5	N85°09'36"E	6.84	---
6	N85°18'20"E	6.84	---
7	N85°18'20"E	6.84	---
8	N85°18'20"E	6.84	---
9	N85°29'21"E	6.12	---

- ① INDICATES AN EASEMENT FOR INGRESS AND EGRESS FOR PUBLIC SAFETY AND UTILITY PURPOSES DEDICATED HERETO TO THE CITY OF BEAUMONT.
- ② INDICATES AN EASEMENT FOR SEWER PURPOSES DEDICATED HERETO TO THE CITY OF BEAUMONT.

NOTE:
SEE SHEET 2 FOR BOUNDARY CONTROL, SHEET INDEX, MAP WALKABOUT NOTES, VICINITY MAP, BASIS OF BEARING AND EASEMENT NOTES.

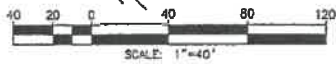
SEE SHEET 12

SEE SHEET 5

151/161

TRACT NO. 33096-12

BEING A SUBDIVISION OF A PORTION OF LOT 5 OF TRACT NO. 32259 ON FILE IN BOOK 371, PAGES 22 THROUGH 27, INCLUSIVE, OF MAPS TOGETHER WITH A PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 15-LA-003 RECORDED JULY 23, 2015 AS INSTRUMENT NO. 2015-0327135 OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 14, T. 3 S., R. 1 W., S.B.M.

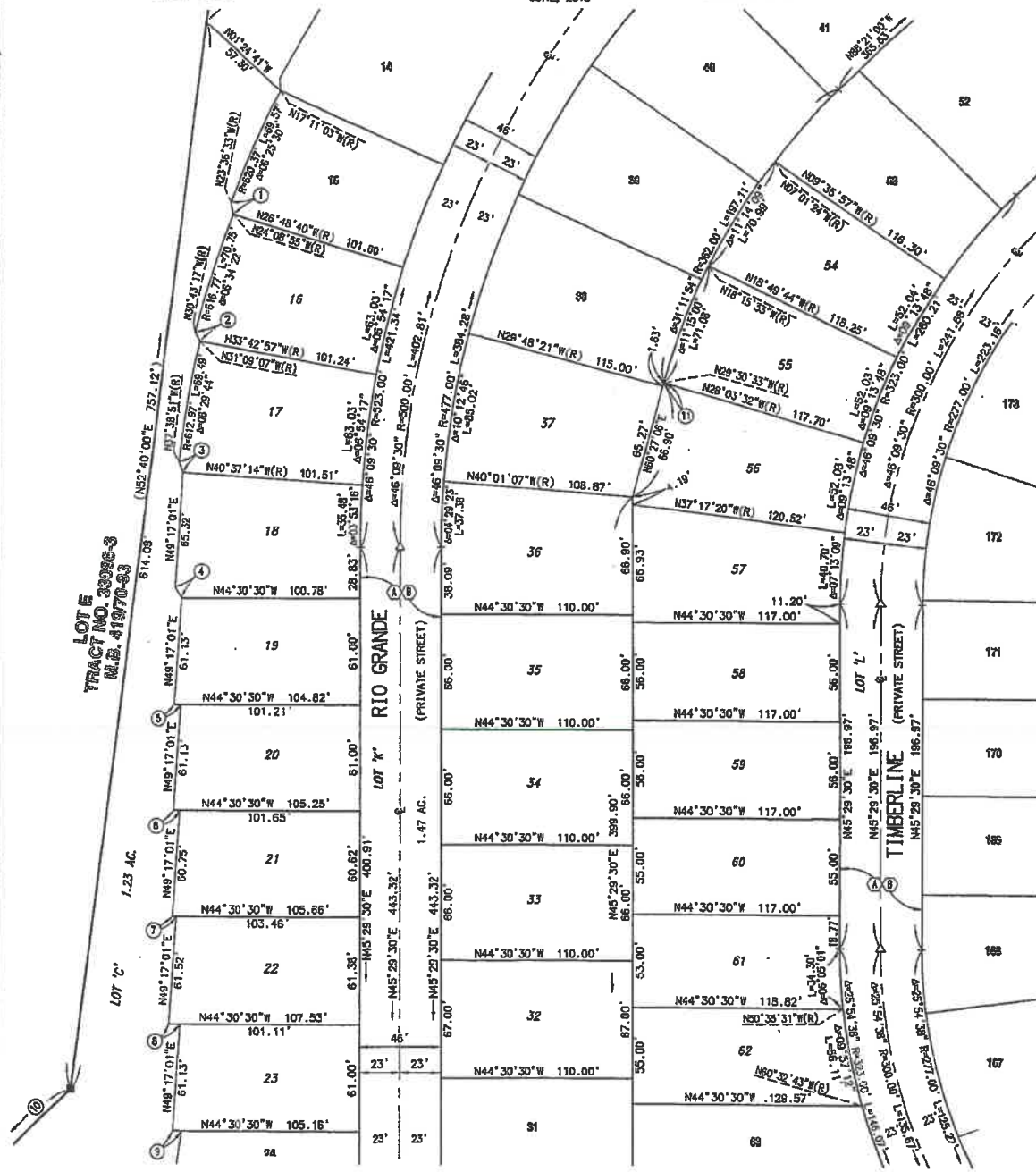


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INTERNATIONAL
JUNE, 2016

SEE SHEET 4

copy



SEE SHEET 6

SEE SHEET 13

DATA TABLE			
NO.	BEARINGS/DELTA	LENGTH	RADIUS
1	N54°23'51"E	6.85	---
2	N19°57'59"E	5.98	---
3	N24°54'23"E	6.59	---
4	N14°27'00"E	7.00	---
5	N44°30'30"W	3.61	---
6	N44°30'30"W	2.20	---
7	N44°30'30"W	6.41	---
8	N44°30'30"W	5.01	---
9	N44°30'30"W	151.91	---
(10)	N89°20'13"W	0.24	362.00
11	Δ=00°02'21"	---	---

- (A) INDICATES AN EASEMENT FOR INGRESS AND EGRESS FOR FIRE TO SAFETY AND UTILITY MAINTENANCE VEHICLE PURPOSES DEDICATED HEREIN TO THE CITY OF BEAUMONT.
- (B) INDICATES AN EASEMENT FOR SENIOR PURPOSES DEDICATED HEREIN TO THE CITY OF BEAUMONT.

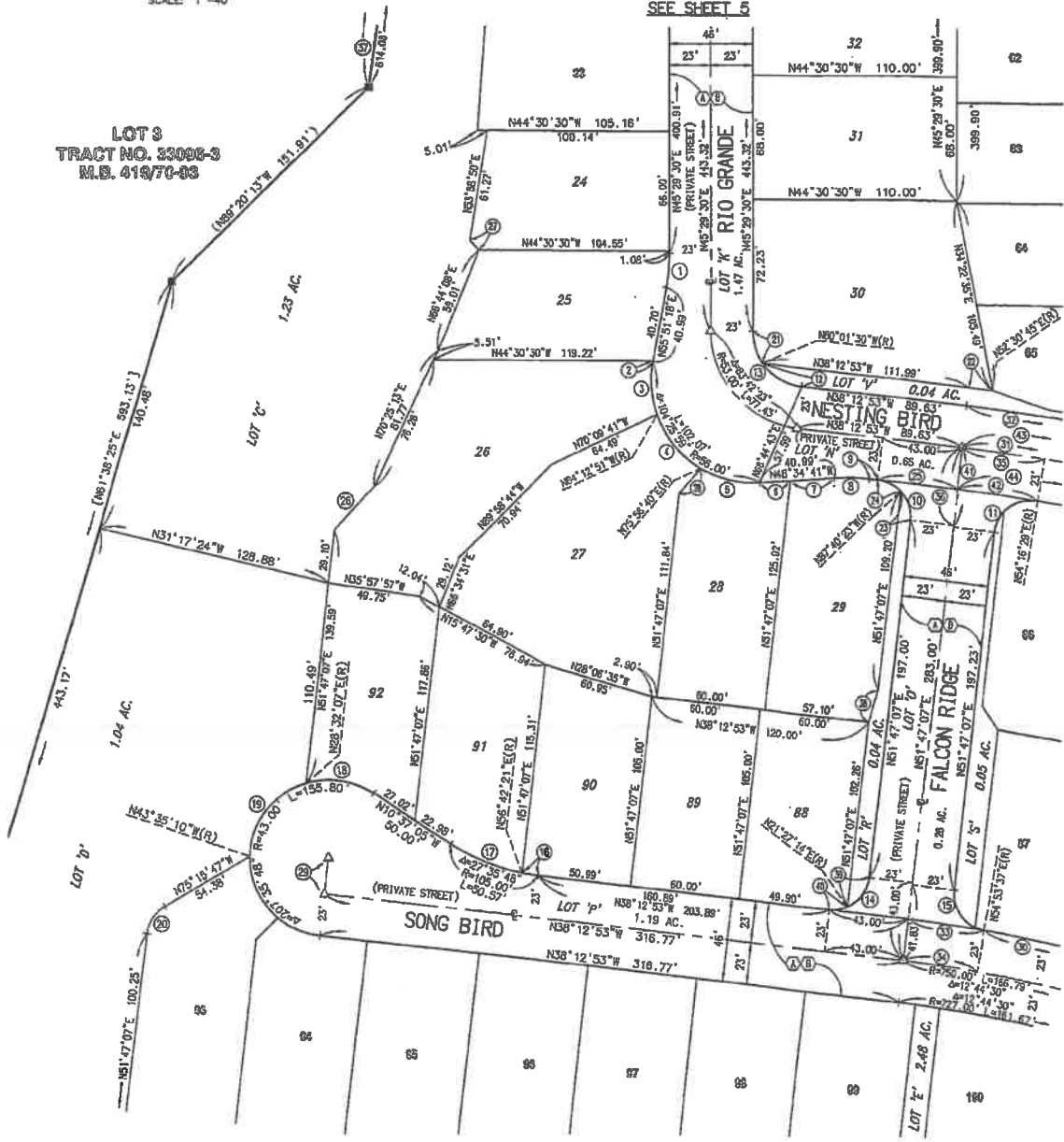
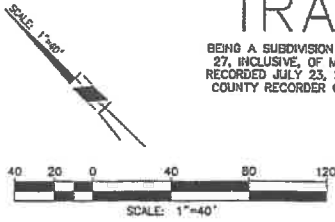
NOTE:
SEE SHEET 2 FOR BOUNDARY CONTROL, SHEET INDEX MAP, MONUMENT NOTES, VICINITY MAP, BASIS OF BEARING AND EASEMENT NOTES.

copy

TRACT NO. 33096-12

BEING A SUBDIVISION OF A PORTION OF LOT 5 OF TRACT NO. 32259 ON FILE IN BOOK 371, PAGES 22 THROUGH 27, INCLUSIVE, OF MAPS TOGETHER WITH A PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 15-11A-003 RECORDED JULY 23, 2015 AS INSTRUMENT NO. 2015-0327135 OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 14, T. 3 S., R. 1 W., S.B.M.

Michael Baker
INTERNATIONAL
JUNE, 2016



SEE SHEET 5

SEE SHEET 13

SEE SHEET 8

SEE SHEET 7

SEE SHEET 7

NO	BEARING/DELTA	LENGTH	RADIUS
1	S89°10'21"48"	18.99	105.00
2	S55°51'18"18"	0.29	---
3	S30°04'09"	29.39	56.00
4	S39°50'28"	38.94	56.00
5	S34°31'21"	33.74	56.00
6	S48°34'41"E	16.70	---
7	S48°34'41"E	24.29	---
8	S10°21'48"	18.99	105.00
9	N38°12'53"W	4.22	---
10	S00°00'00"	31.42	20.00
11	S92°29'22"	32.28	20.00
12	S48°11'23"	25.23	30.00
13	S83°42'23"	43.83	30.00
14	S90°00'00"	31.42	20.00
15	S85°53'30"	30.33	20.00

NO	BEARING/DELTA	LENGTH	RADIUS
16	S04°55'14"	9.02	105.00
17	S22°40'34"	41.56	105.00
18	S50°50'48"	38.16	43.00
19	S72°07'17"	54.13	43.00
20	S52°57'06"	18.48	20.00
21	S35°31'00"	18.50	30.00
22	S00°43'38"	13.53	1068.00
23	S49°27'30"	17.27	20.00
24	S40°32'30"	14.15	20.00
25	N38°12'53"W	43.00	---
26	N87°25'26"E	31.80	---
27	N04°49'23"E	7.12	---
28	N88°50'58"E	18.41	---
29	N51°47'07"E	20.00	---
30	S09°38'00"	129.97	773.00'

NO	BEARING/DELTA	LENGTH	RADIUS
31	S06°58'37"	125.79	1033.00
32	S06°58'37"	128.58	1056.00
33	S03°06'30"	41.94	773.00'
34	S03°06'30"	40.69	750.00'
35	S02°29'22"	44.88	1033.00'
36	N51°47'07"E	43.00	---
(37)	N51°40'00"E	27.12	---
38	N50°56'18"E	18.23	---
39	S59°40'07"	20.83	20.00
40	S30°19'53"	10.68	20.00'
41	N51°47'07"E	43.93	---
42	S07°29'22"	43.86	1010.00'
43	S06°58'36"	125.79	1033.00'
44	S06°58'36"	122.99	1010.00'

(A) INDICATES AN EASEMENT FOR INGRESS AND EGRESS FOR PUBLIC SAFETY AND UTILITY MAINTENANCE VEHICLE PURPOSES DEDICATED HERETO TO THE CITY OF BEAUMONT.
(B) INDICATES AN EASEMENT FOR SENIOR PURPOSES DEDICATED HERETO TO THE CITY OF BEAUMONT.

NOTE:
SEE SHEET 2 FOR BOUNDARY CONTROL, SHEET INDEX MAP, MONUMENT NOTES, VICINITY MAP, BASIS OF BEARING AND EASEMENT NOTES.

451/49

copy

SHEET 7 OF 15 SHEETS

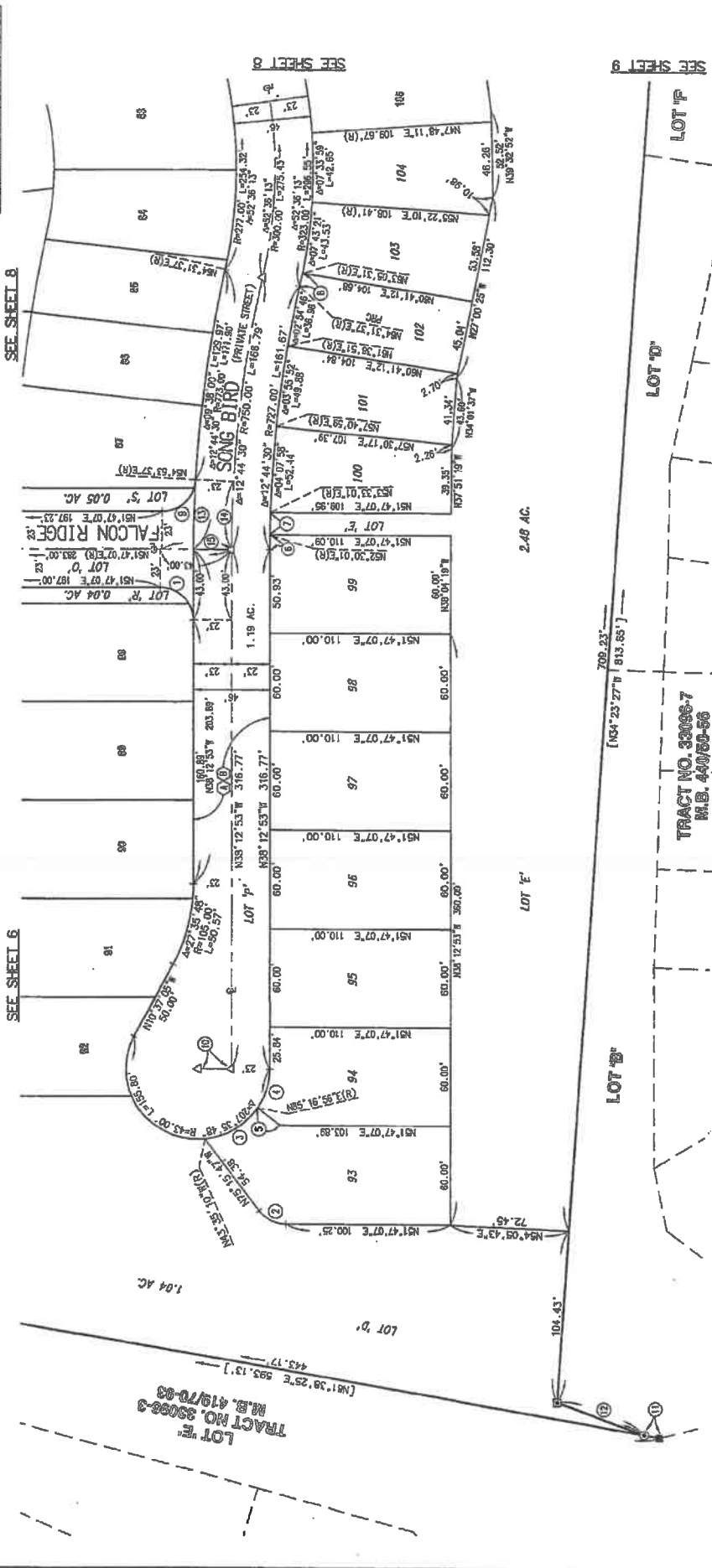
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
TRACT NO. 33096-12

BEING A SUBDIVISION OF A PORTION OF LOT 5 OF TRACT NO. 32259 ON FILE IN BOOK 371, PAGES 22 THROUGH 27, INCLUSIVE, OF MAPS TOGETHER WITH A PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 15-LA-003 RECORDED JULY 23, 2015 AS INSTRUMENT NO. 2015-0327135 OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 14, T. 3 S., R. 1 W., S.B.M.

Michael Baker
 INTERNATIONAL
 JUNE, 2016

DATA TABLE

BEARING/Delta	LENGTH	RADIUS
1	10.00	20.00
2	10.00	20.00
3	10.00	20.00
4	10.00	20.00
5	10.00	20.00
6	10.00	20.00
7	10.00	20.00
8	10.00	20.00
9	10.00	20.00
10	10.00	20.00
11	10.00	20.00
12	10.00	20.00
13	10.00	20.00
14	10.00	20.00
15	10.00	20.00



NOTE:
 SEE SHEET 2 FOR BOUNDARY CONTROL, SHEET INDEX MAP, MONUMENT NOTES, VICINITY MAP, BASIS OF BEARING AND EASEMENT NOTES.
 SEE SHEET 9 FOR EASEMENT FOR ACCESS AND EGRESS FOR PUBLIC SAFETY AND UTILITY MAINTENANCE VEHICLE PURPOSES IDENTIFIED HEREON TO THE CITY OF BEAUMONT.
 SEE SHEET 10 FOR EASEMENT FOR SEWER EXPENSES IDENTIFIED HEREON TO THE CITY OF BEAUMONT.

151/11

SHEET 8 OF 15 SHEETS

copy

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
TRACT NO. 33096-12

BEING A SUBDIVISION OF A PORTION OF LOT 5 OF TRACT NO. 33258 ON FILE IN BOOK 371, PAGES 22 THROUGH 27 INCLUSIVE, OF MAPS, TOGETHER WITH A PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 15-LA-003 RECORDED JULY 23, 2015 AS INSTRUMENT NO. 2015-0327135 OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 14, T. 3 S., R. 1 W., S.B.M.

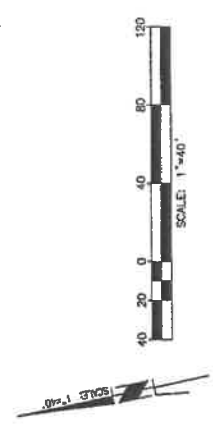
Michael Baker
 INTERNATIONAL
 JUNE, 2016

SEE SHEET 6

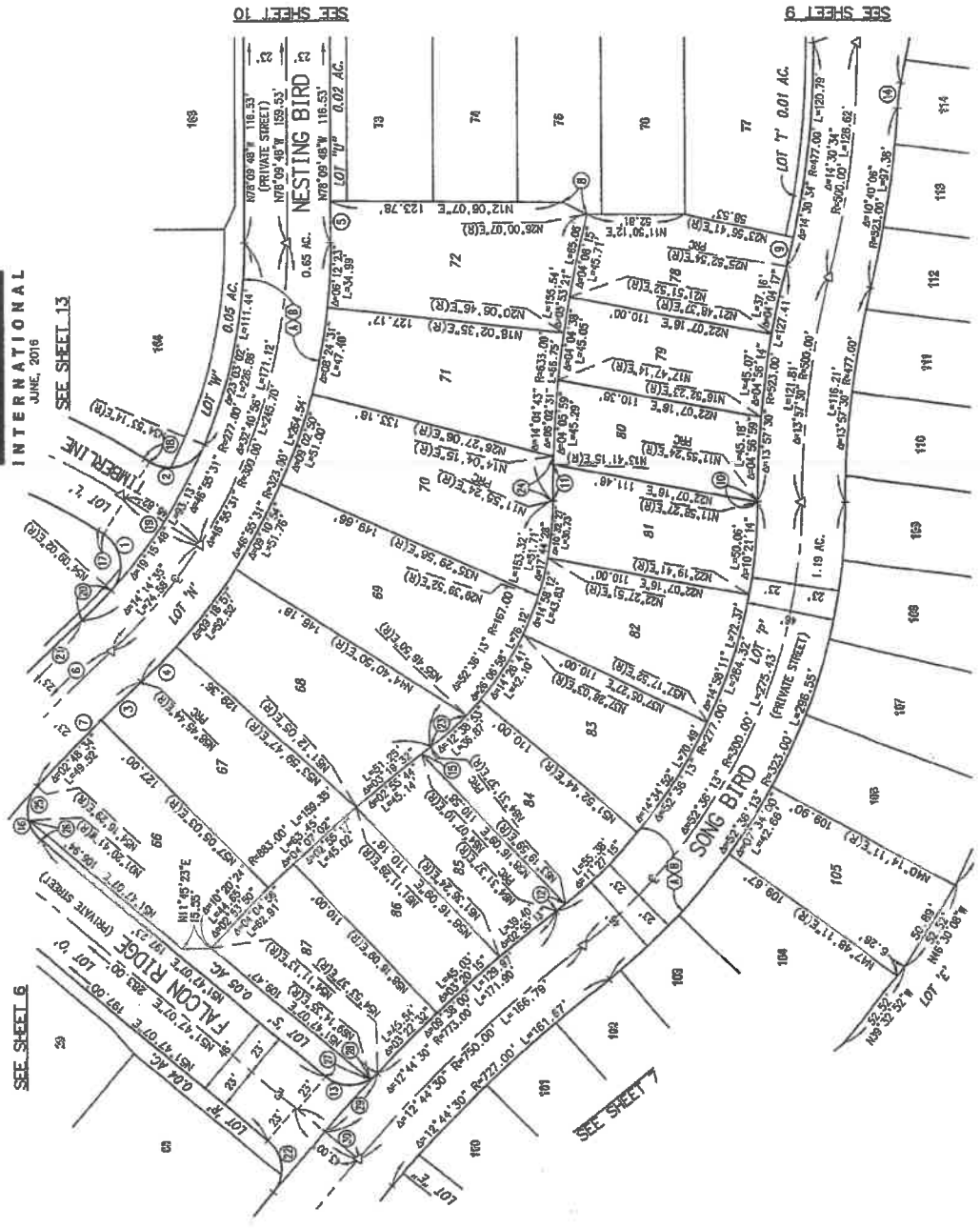
SEE SHEET 13

SEE SHEET 7

SEE SHEET 9



BEARING/Delta	LENGTH	RADIUS
1	S89°37'54\"	31.21
2	S81°20'41\"	20.00
3	S43°45'55\"	1019.00
4	N76°09'48\"	22.46
5	S40°58'37\"	125.79
6	S04°29'15\"	78.10
7	S35°35'05\"	15.02
8	S01°56'13\"	16.12
9	S00°03'03\"	0.25
10	S01°45'51\"	19.49
11	S01°11'36\"	53.00
12	S07°43'39\"	31.11
13	S07°43'39\"	109.00
14	S07°43'39\"	109.00
15	S07°43'39\"	109.00
16	S07°43'39\"	109.00
17	S07°43'39\"	109.00
18	S07°43'39\"	109.00
19	S07°43'39\"	109.00
20	S07°43'39\"	109.00
21	S07°43'39\"	109.00
22	S07°43'39\"	109.00
23	S07°43'39\"	109.00
24	S07°43'39\"	109.00
25	S07°43'39\"	109.00
26	S07°43'39\"	109.00
27	S07°43'39\"	109.00
28	S07°43'39\"	109.00
29	S07°43'39\"	109.00
30	S07°43'39\"	109.00



- (A) INDICATES AN EXCESS OF THE INTEREST AND ERRORS FOR THE PURPOSES DEDICATED HEREIN TO THE CITY OF BEAUMONT.
- (B) INDICATES AN EXCESS OF THE INTEREST FOR THE PURPOSES DEDICATED HEREIN TO THE CITY OF BEAUMONT.

NOTE:
 SEE SHEET 9 FOR BOUNDARY CONTROL SHEET INDEX MAP.
 BACKGROUND NOTES, VICINITY MAP, BASIS OF BEARING AND EASEMENT NOTES.

AS1
AS

SHEET 9 OF 15 SHEETS

copy

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
TRACT NO. 33096-12
 BEING A SUBDIVISION OF A PORTION OF LOT 5 OF TRACT NO. 32259 ON FILE IN BOOK 371, PAGES 22 THROUGH 27, INCLUSIVE, OF MAPS TOGETHER WITH A PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 15-LA-003 RECORDED JULY 23, 2015 AS INSTRUMENT NO. 2015-032735 OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 14, T. 3 S., R. 1 W., S.B.M.

Michael Baker
 INTERNATIONAL
 JUNE, 2016

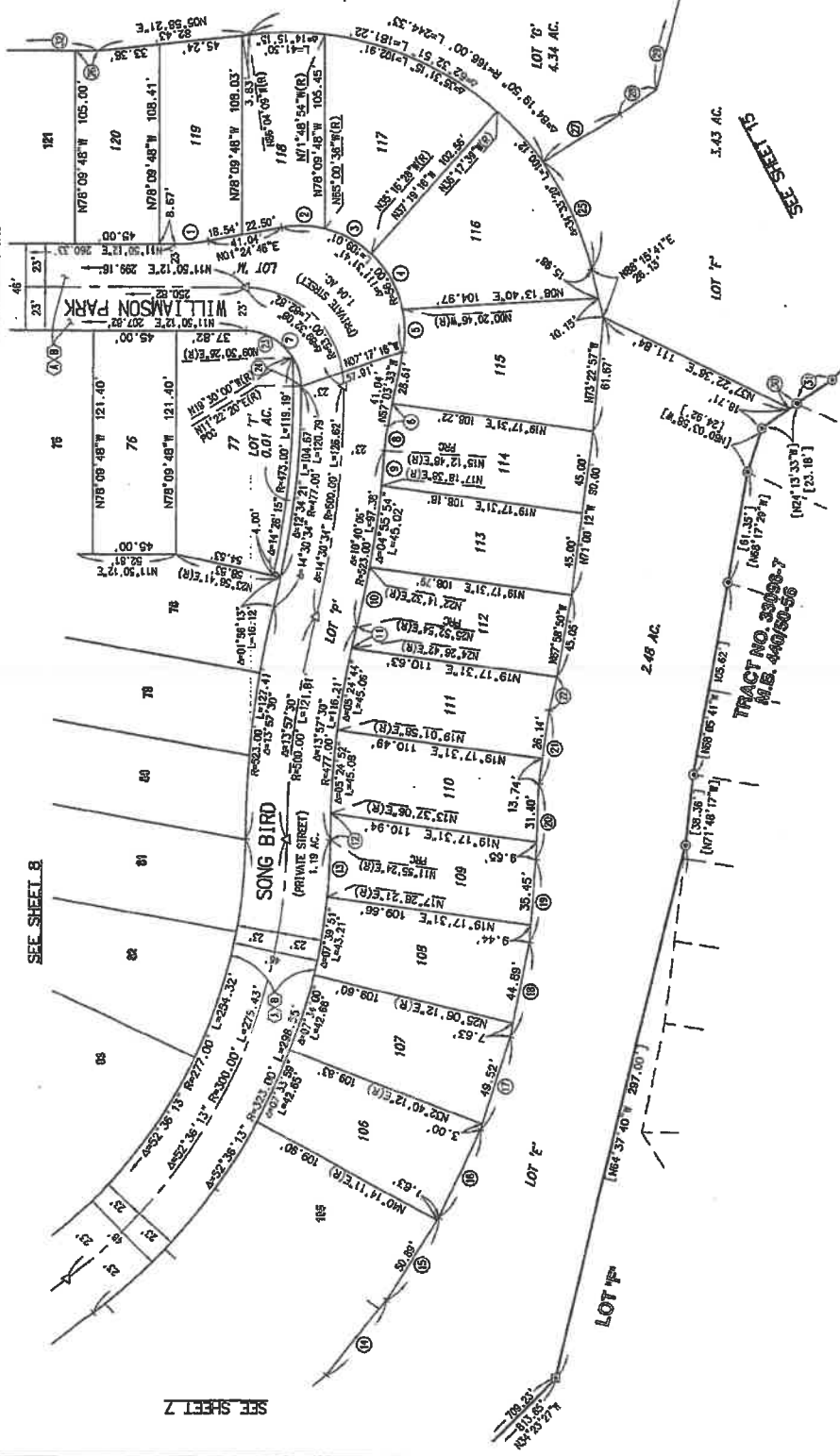


SEE SHEET 10

SEE SHEET 8

SEE SHEET 7

SEE SHEET 14



NO.	BEARING/Delta	LENGTH	RADIUS
1	S 10° 25' 28" E	18.10	100.00
2	S 23° 34' 39" E	21.05	56.00
3	S 29° 44' 08" E	26.06	58.00
4	S 34° 55' 42" E	34.14	56.00
5	S 23° 17' 13" E	22.76	56.00
6	N 87° 03' 43" W	12.43	---
7	S 89° 32' 08" E	46.88	30.00
8	S 07° 43' 39" E	13.48	100.00
9	S 02° 05' 50" E	19.14	593.00
10	S 05° 38' 22" E	33.22	593.00
11	S 01° 35' 12" E	11.96	477.00
12	S 01° 41' 42" E	14.11	477.00
13	S 89° 32' 08" E	52.92	383.00
14	N 65° 30' 08" W	52.92	---
15	S 53° 27' 24" E	52.92	---
16	N 80° 24' 39" W	52.92	---
17	N 87° 21' 55" W	52.92	---
18	N 73° 48' 49" W	44.89	---
19	N 73° 48' 49" W	44.89	---
20	N 76° 03' 39" W	41.05	---
21	N 70° 04' 35" W	39.88	---
22	S 85° 19' 29" E	18.95	---
23	S 90° 39' 48" E	30.72	30.00
24	S 20° 52' 20" E	63.11	30.00
25	S 21° 46' 59" E	63.11	166.00
26	N 91° 28' 42" E	48.80	---
27	N 91° 28' 42" E	48.80	---
28	N 22° 20' 25" W	23.85	---
29	N 84° 11' 20" W	79.63	---
30	N 24° 13' 33" W	4.47	---
31	N 23° 04' 11" E	23.10	---
32	N 11° 50' 12" E	101.81	---

NOTE:
 SEE SHEET 2 FOR BOUNDARY CONTROL SHEET INDEX MAP.
 MONUMENT NOTES, VICINITY MAP, BASIS OF BEARING AND EASEMENT NOTES.

(A) INDICATES AN EASEMENT FOR INTEREST AND ACCESS FOR PUBLIC SAFETY AND UTILITY MAINTENANCE VEHICLE PURPOSES DEDICATED HEREON TO THE CITY OF BEAUMONT.
 (B) INDICATES AN EASEMENT FOR SENIOR PURPOSES DEDICATED HEREON TO THE CITY OF BEAUMONT.

45/16

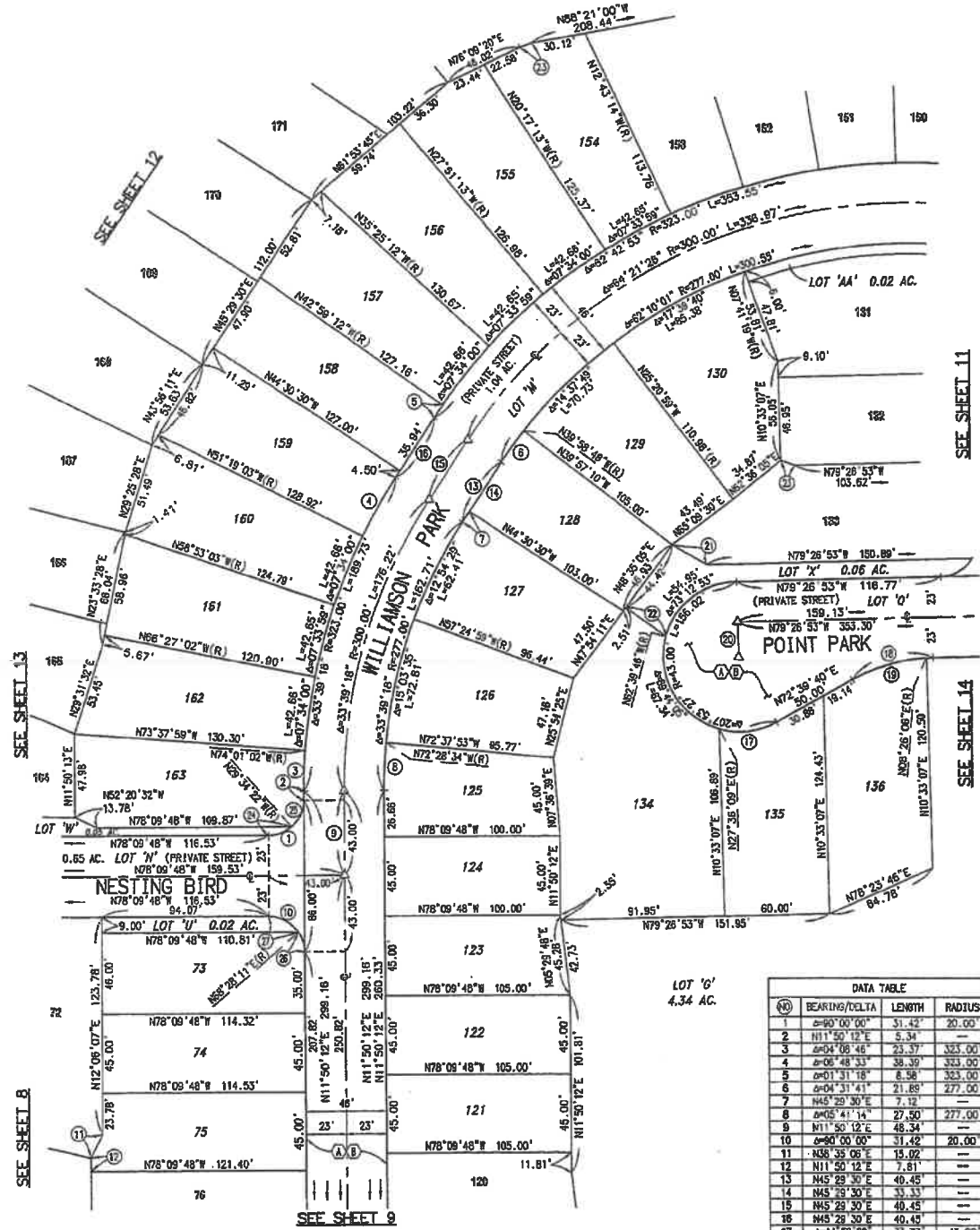
TRACT NO. 33096-12

BEING A SUBDIVISION OF A PORTION OF LOT 5 OF TRACT NO. 32259 ON FILE IN BOOK 371, PAGES 22 THROUGH 27, INCLUSIVE, OF MAPS TOGETHER WITH A PORTION OF PARCEL 1 OF LOT ONE ADJUSTMENT NO. 15-LLA-003 RECORDED JULY 23, 2015 AS INSTRUMENT NO. 2015-0327135 OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 14, T. 3 S., R. 1 W., S.B.M.

Michael Baker
INTERNATIONAL
JUNE, 2016



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NO	BEARING/Delta	LENGTH	RADIUS
1	∠=90°00'00"	31.42	20.00'
2	∠=111°50'12"E	5.34	---
3	∠=04°08'33"	23.37	323.00'
4	∠=08°48'33"	38.39	323.00'
5	∠=01°31'18"	8.58	323.00'
6	∠=04°31'41"	21.89	277.00'
7	∠=45°29'30"E	7.12	---
8	∠=05°41'14"	27.50	277.00'
9	∠=11°50'12"E	48.34	---
10	∠=90°00'00"	31.42	20.00'
11	∠=88°35'06"E	15.02	---
12	∠=111°50'12"E	7.81	---
13	∠=45°29'30"E	40.46	---
14	∠=45°29'30"E	33.33	---
15	∠=45°29'30"E	40.45	---
16	∠=45°29'30"E	40.45	---
17	∠=44°56'28"	33.73	43.00'
18	∠=27°53'27"	48.68	100.00'
19	∠=25°46'26"	44.88	100.00'
20	∠=110°33'07"E	20.00	---
21	∠=147°58'55"W	22.35	---
22	∠=141°24'50"W	28.01	---
23	∠=89°32'32"E	7.32	---
24	∠=11°24'34"	14.45	20.00'
25	∠=48°35'26"	15.38	20.00'
26	∠=33°22'01"	11.85	20.00'
27	∠=56°37'59"	19.77	20.00'

(A) INDICATES AN EASEMENT FOR INGRESS AND EGRESS FOR PUBLIC SAFETY AND UTILITY MAINTENANCE VEHICLE PURPOSES DEDICATED HERETO TO THE CITY OF BEAUMONT.

(B) INDICATES AN EASEMENT FOR SENIOR PURPOSES DEDICATED HERETO TO THE CITY OF BEAUMONT.

NOTE:
SEE SHEET 2 FOR BOUNDARY CONTROL, SHEET INDEX MAP, MONUMENT NOTES, VICINITY MAP, BASIS OF BEARING AND EASEMENT NOTES.

45/23

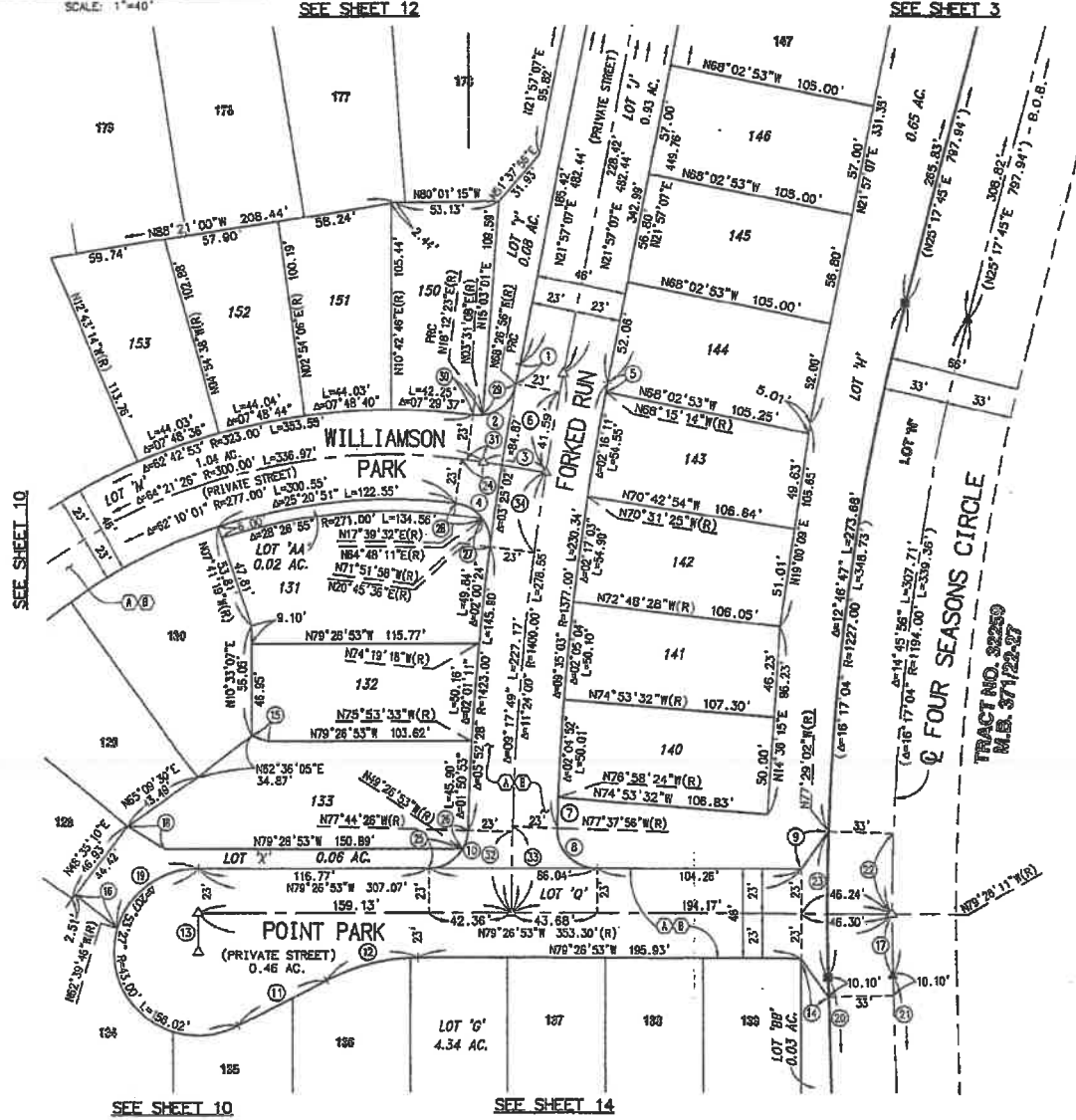
TRACT NO. 33096-12

BEING A SUBDIVISION OF A PORTION OF LOT 5 OF TRACT NO. 32259 ON FILE IN BOOK 371, PAGES 22 THROUGH 27, INCLUSIVE, OF MAPS TOGETHER WITH A PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 15-LA-003 RECORDED JULY 23, 2015 AS INSTRUMENT NO. 2015-0327135 OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 14, T. 3 S., R. 1 W., S.B.M.

Michael Baker
INTERNATIONAL

JUNE, 2016

COPY



NO	BEARING/Delta	LENGTH	RADIUS	NO	BEARING/Delta	LENGTH	RADIUS
1	S-00° 24' 03" E	9.98	1423.00'	16	N47° 58' 55" W	22.35'	—
2	S-65° 39' 19" W	30.25'	20.00'	19	S-73° 12' 53" E	64.99'	43.00'
3	N70° 09' 04" W(R)	31.53'	—	20	N89° 00' 41" E	299.73'	—
4	S-90° 28' 30" W	31.58'	20.00'	21	N09° 00' 41" E	371.73'	—
5	S-00° 12' 21" E	4.94'	1377.00'	22	S-01° 59' 10" W	41.33'	1194.00'
6	S-02° 06' 11" E	51.38'	1400.00'	23	S-03° 30' 17" W	75.05'	1222.00'
7	S-00° 39' 33" E	15.84'	1377.00'	24	S-02° 11' 25" W	11.47'	300.00'
8	S-91° 48' 57" W	32.05'	20.00'	25	S-60° 00' 00" W	20.94'	20.00'
9	N46° 06' 07" E	23.98'	—	26	S-28° 17' 33" E	9.68'	20.00'
10	S-88° 17' 33" W	30.82'	20.00'	27	S-43° 18' 51" W	15.13'	20.00'
11	N72° 39' 40" E	50.00'	—	28	S-47° 08' 39" E	16.46'	20.00'
12	S-27° 53' 27" W	46.68'	100.00'	29	S-71° 58' 04" W	25.13'	20.00'
13	N10° 33' 07" E	20.00'	—	30	S-14° 41' 15" W	5.13'	20.00'
14	N24° 58' 32" W	24.10'	—	31	S-01° 38' 33" E	8.60'	300.00'
15	N58° 57' 27" W	8.71'	—	32	S-01° 42' 27" E	41.72'	1400.00'
16	N41° 24' 50" W	28.01'	—	33	S-01° 48' 57" E	44.37'	1400.00'
17	S-01° 31' 08" E	31.65'	1193.80'	34	S-01° 42' 54" E	41.91'	1400.00'

- (A) INDICATES AN EASEMENT FOR INGRESS AND EGRESS FOR PUBLIC SAFETY AND UTILITY MAINTENANCE VEHICLE PURPOSES DEDICATED HEREON TO THE CITY OF BEAUMONT.
- (B) INDICATES AN EASEMENT FOR SENIOR PURPOSES DEDICATED HEREON TO THE CITY OF BEAUMONT.

NOTE:
SEE SHEET 2 FOR BOUNDARY CONTROL, SHEET INDEX MAP, MONUMENT NOTES, VICINITY MAP, BASIS OF BEARING AND EASEMENT NOTES.

151/19

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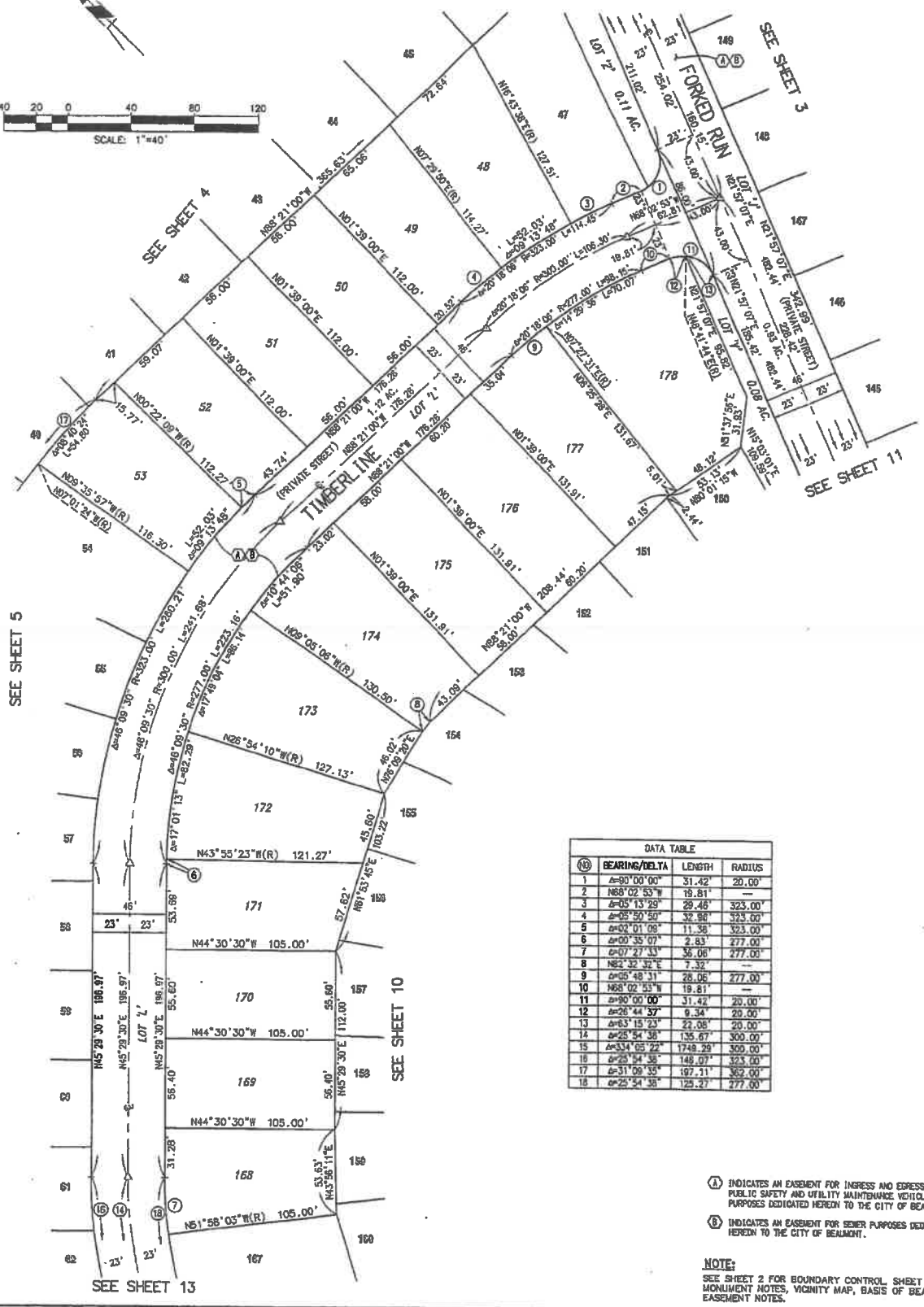
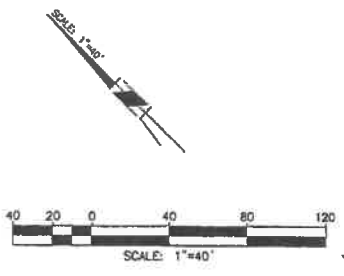
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SHEET 12 OF 15 SHEETS

TRACT NO. 33096-12

BEING A SUBDIVISION OF A PORTION OF LOT 5 OF TRACT NO. 32259 ON FILE IN BOOK 371, PAGES 22 THROUGH 27, INCLUSIVE, OF MAPS TOGETHER WITH A PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 15-11A-003 RECORDED JULY 23, 2015 AS INSTRUMENT NO. 2015-0327135 OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 14, T. 3 S., R. 1 W., S.B.M.

Michael Baker
INTERNATIONAL
JUNE, 2016



DATA TABLE			
⑮	BEARING/Delta	LENGTH	RADIUS
1	Δ=90°00'00"	31.42	20.00'
2	N68°02'53"W	19.81	---
3	Δ=05°13'29"	29.46	323.00'
4	Δ=03°50'50"	32.80	323.00'
5	Δ=02°01'08"	11.36	323.00'
6	Δ=00°35'07"	2.83	277.00'
7	Δ=07°27'13"	55.06	277.00'
8	N82°32'30"E	7.37	---
9	Δ=05°48'31"	28.06	277.00'
10	N68°02'53"W	19.81	---
11	Δ=90°00'00"	31.42	20.00'
12	Δ=26°44'37"	9.34	20.00'
13	Δ=63°15'23"	22.06	20.00'
14	Δ=28°54'36"	135.67	300.00'
15	Δ=34°05'22"	1748.29	300.00'
16	Δ=23°54'36"	148.07	323.00'
17	Δ=31°59'35"	187.71	363.00'
18	Δ=25°54'36"	125.27	277.00'

- ① INDICATES AN EASEMENT FOR INGRESS AND EGRESS FOR PUBLIC SAFETY AND UTILITY MAINTENANCE VEHICLE PURPOSES DEDICATED HERETO TO THE CITY OF BEAUMONT.
- ② INDICATES AN EASEMENT FOR SEWER PURPOSES DEDICATED HERETO TO THE CITY OF BEAUMONT.

NOTE:
SEE SHEET 2 FOR BOUNDARY CONTROL SHEET INDEX MAP, MONUMENT NOTES, VICINITY MAP, BASIS OF BEARING AND EASEMENT NOTES.

151/10

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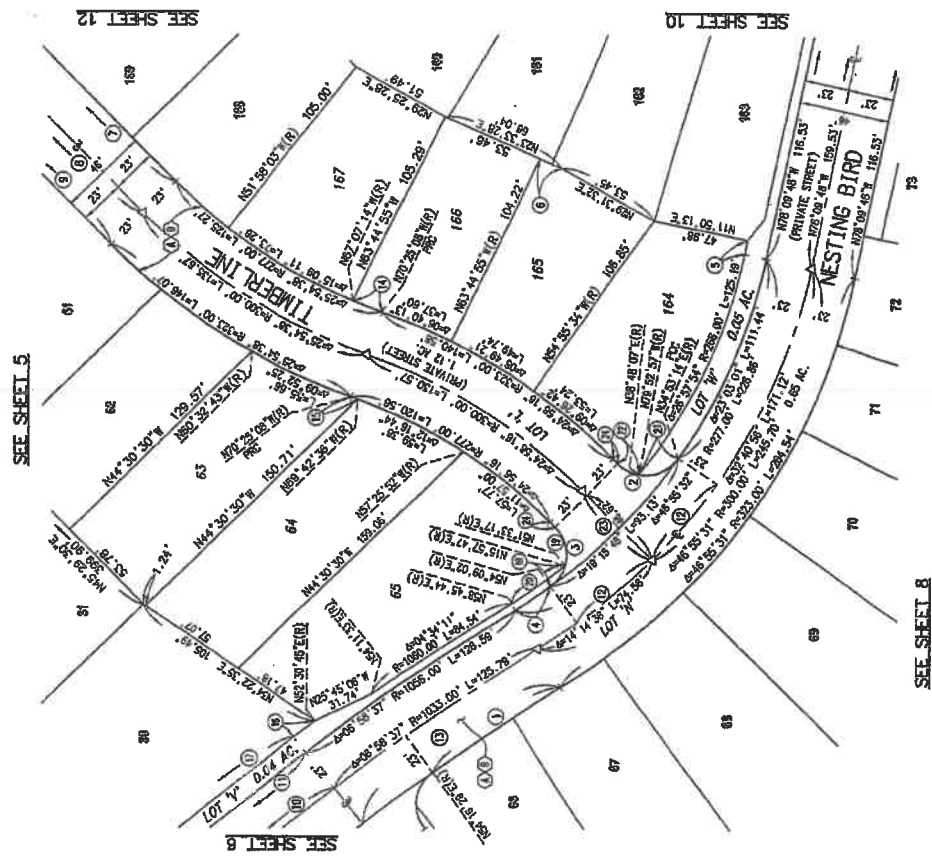
SHEET 13 OF 15 SHEETS

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

TRACT NO. 33096-12

BEING A SUBDIVISION OF A PORTION OF LOT 5 OF TRACT NO. 32259 ON FILE IN BOOK 371, PAGES 22 THROUGH 27, INCLUSIVE, OF MAPS TOGETHER WITH A PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 15-LA-003 RECORDED JULY 23, 2015 AS INSTRUMENT NO. 2015-0327135 OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 14, T. 3 S., R. 1 W., S.B.M.

Michael Baker
INTERNATIONAL
JUNE, 2016



NO.	BEARING/Delta	LENGTH	PHOTOS
1	S04°29'15\"	79.10	1010.00
2	S69°37'54\"	54.78	20.00
3	S69°37'54\"	54.78	20.00
4	S04°35'42\"	22.29	277.00
5	N09°09'48\"E	7.48	---
6	N03°33'28\"E	12.58	---
7	N05°23'30\"E	198.97	---
8	N05°23'30\"E	198.97	---
9	N05°23'30\"E	198.97	---
10	N05°12'53\"W	89.63	---
11	N05°12'53\"W	89.63	---
12	S04°11'14\"S	74.58	300.00
13	S06°06'50\"S	122.59	1010.00
14	S00°03'17\"S	15.95	277.00
15	S00°03'17\"S	3.43	277.00
16	S00°03'17\"S	13.53	1008.00
17	N08°12'53\"W	111.99	---
18	S04°11'14\"S	74.58	20.00
19	S04°11'14\"S	74.58	20.00
20	S04°11'14\"S	74.58	20.00
21	S04°11'14\"S	74.58	20.00
22	S04°11'14\"S	74.58	20.00
23	N04°31'08\"E	50.00	---
24	N04°31'08\"E	5.39	---

- (A) INDICATES AN EASEMENT FOR INGRESS AND EGRESS FOR PUBLIC SAFETY AND UTILITY MAINTENANCE VEHICLE PURPOSES DESIGNATED HERETO BY THE CITY OF BEAUMONT.
- (B) INDICATES AN EASEMENT FOR SEWER PURPOSES DESIGNATED HERETO BY THE CITY OF BEAUMONT.

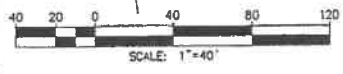
NOTE:
SEE SHEET 2 FOR BOUNDARY CONTROL SHEET INDEX MAP, VICINITY MAP, VIGNETTE MAP, BASIS OF BEARING AND ASSIGNMENT NOTES.

45/101

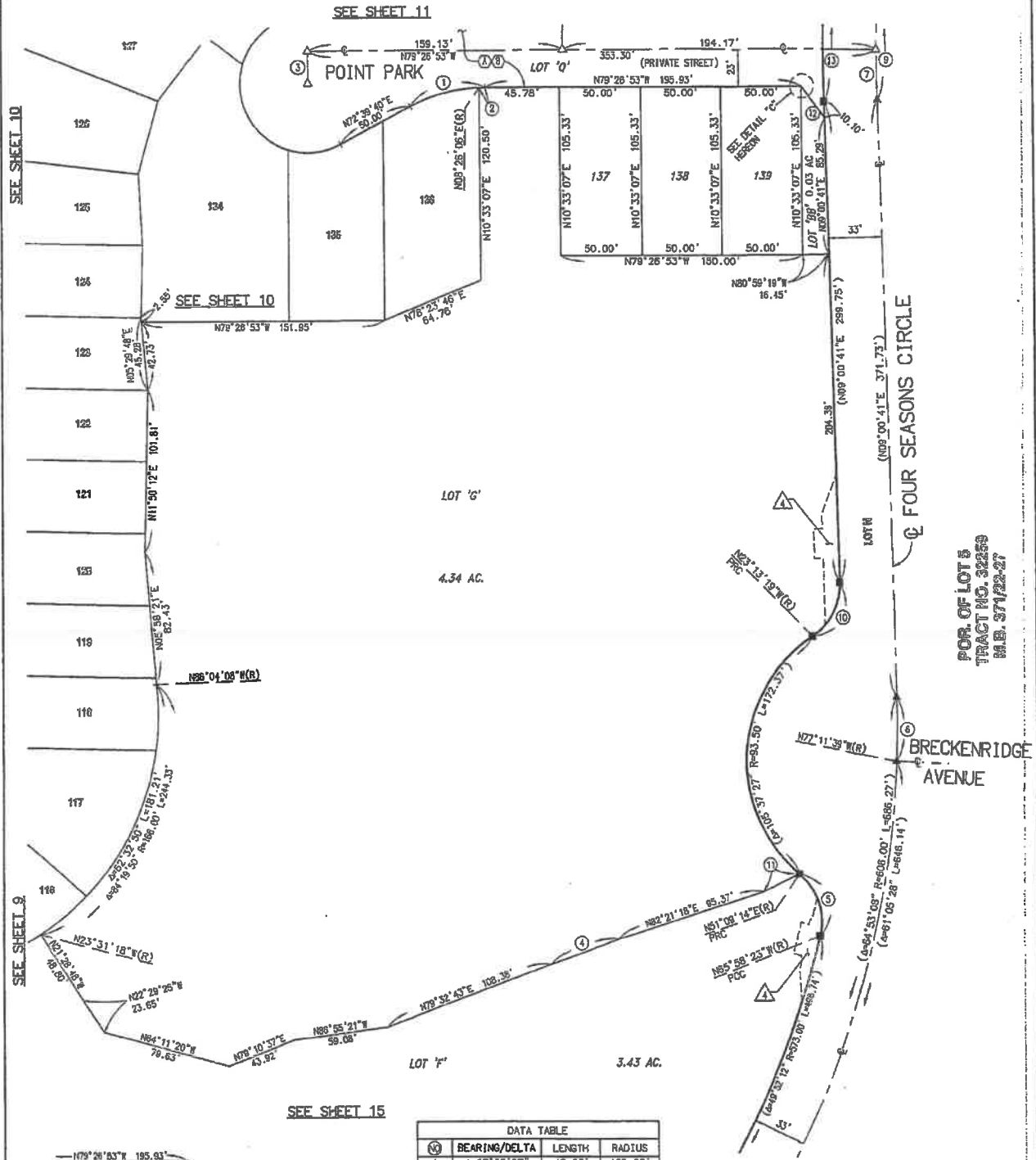
TRACT NO. 33096-12

BEING A SUBDIVISION OF A PORTION OF LOT 5 OF TRACT NO. 32259 ON FILE IN BOOK 371, PAGES 22 THROUGH 27, INCLUSIVE, OF MAPS TOGETHER WITH A PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 15-LA-003 RECORDED JULY 23, 2015 AS INSTRUMENT NO. 2015-0327135 OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 14, T. 3 S., R. 1 W., S.B.M.

Michael Baker
INTERNATIONAL
JUNE, 2016



copy



DATA TABLE			
(#)	BEARING/DELTA	LENGTH	RADIUS
1	Δ=27°53'27"	48.68	100.00
2	Δ=02°07'01"	3.69	100.00
3	N10°33'07"E	20.00	--
4	N80°08'03"E	44.43	--
(5)	Δ=82°52'23"	42.80	39.00
(6)	Δ=03°47'39"	40.13	805.00
7	Δ=01°31'08"	31.65	1153.98
9	Δ=16°17'04"	338.36	1194.00
(10)	Δ=37°46'00"	39.32	39.00
11	N74°13'06"E	25.10	--
12	N24°58'36"W	24.10	--

- (A) INDICATES AN EASEMENT FOR INGRESS AND EGRESS FOR PUBLIC SAFETY AND UTILITY MAINTENANCE VEHICLE PURPOSES DEDICATED HERETO TO THE CITY OF BEAUMONT.
- (B) INDICATES AN EASEMENT FOR OTHER PURPOSES DEDICATED HERETO TO THE CITY OF BEAUMONT.

NOTE:
SEE SHEET 2 FOR BOUNDARY CONTROL, SHEET INDEX MAP, MONUMENT NOTES, VICINITY MAP, BASIS OF BEARING AND EASEMENT NOTES.

FOR. OF LOT 5
TRACT NO. 32259
M.B. 371/22-27

FOUR SEASONS CIRCLE
BRECKENRIDGE AVENUE

DETAIL 'C'
NOT TO SCALE

copy AS10

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
TRACT NO. 33096-12

BEING A SUBDIVISION OF A PORTION OF LOT 5 OF TRACT NO. 32958 ON FILE IN BOOK 371, PAGES 23 THROUGH 24, AND A PORTION OF LOT 5 OF TRACT NO. 32958 TOGETHER WITH A PORTION OF PARCEL OF LOT LINE ADJUSTMENT NO. 15-11A-003 RECORDED JULY 23, 2015 AS INSTRUMENT NO. 2015-0327135 OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 14, T. 3 S., R. 1 W., S.B.M.

Michael Baker
 INTERNATIONAL
 JUNE, 2016

SEE SHEET 14

4.54 AC.

3.45 AC.

SEE SHEET 9

LOT 'E'
2.48 AC.

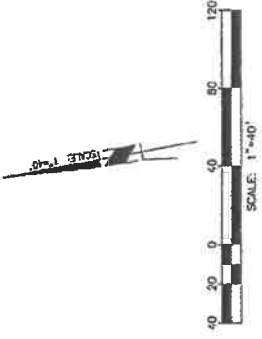
TRACT NO. 33096-7
 M.B. 44050-56

TRACT NO. 33096-5
 M.B. 44047-79

PORTION OF LOT 5
 TRACT NO. 32289
 M.B. 371/22-27

STELLAR
 PEAK

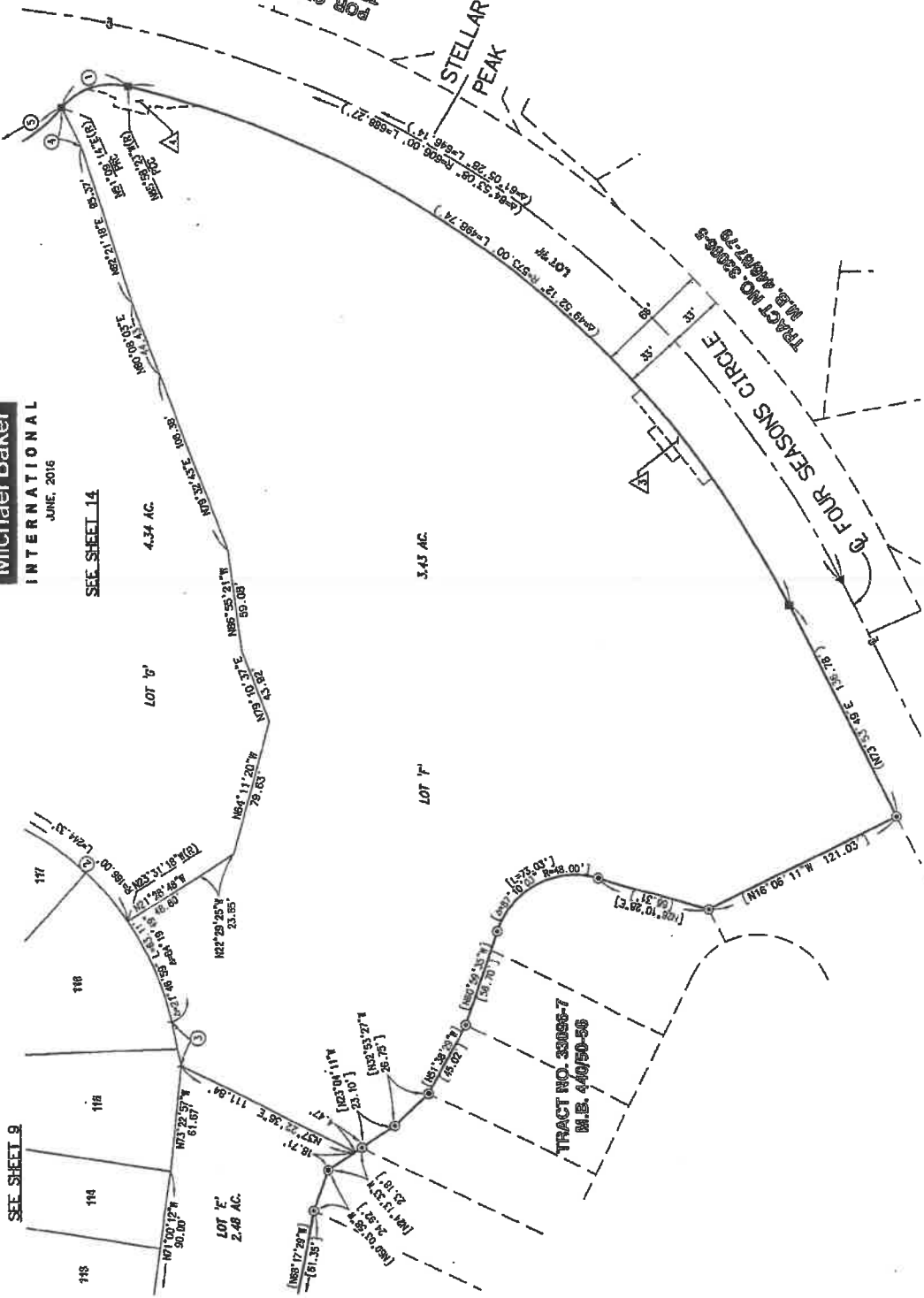
FOUR SEASONS CIRCLE



DATA TABLE	BEARING/Delta	LENGTH	ADIUS
(1)	S 62° 53' 23" E	43.80'	30.00'
2	S 62° 33' 51" E	181.22'	169.00'
3	N 88° 15' 41" E	26.14'	—
4	N 74° 13' 08" E	25.10'	—
(5)	S 105° 37' 27" E	172.31'	93.50'

(1) INDICATES AN EASEMENT FOR ACCESS AND EGRESS FOR PUBLIC SAFETY AND UTILITY MAINTENANCE VEHICLE PURPOSES DESIGNATED HEREIN TO THE CITY OF BEAUMONT.
 (2) INDICATES AN EASEMENT FOR SEWER PURPOSES DEDICATED HEREIN TO THE CITY OF BEAUMONT.

NOTES:
 1. SEE SHEET 9 FOR BOUNDARY CONTROL, SHEET INDEX MAP, VACUUM NOTES, VICINITY MAP, BASIS OF BEARING AND EASEMENT NOTES.



Attachment E

**Notice of Completion for Performance Bond No. 41343392, Tract
33096-12**

**When Recorded Return
Original To:**

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

NO RECORDING FEE REQUIRED
PER GOVERNMENT CODE SECTION 27383

NOTICE OF COMPLETION

NOTICE is hereby given that the CITY OF BEAUMONT, 550 East 6th Street, Beaumont, California, 92223, a municipal corporation, is owner in fee of an easement in the property hereinafter described. Said owner caused a work of improvement on the property hereinafter described and was COMPLETED on April 16, 2019 by K.Hovnanian Homes, owner.

The property on which said work of improvement was completed in the City of Beaumont, County of Riverside, and State of California lying in Section(s) 14, Township 3 South, Range 1 West.

**Release of Performance Bond # 41343392
For Monumentation Improvements In Tract # 33096-12**

Date

Julio Martinez,
Mayor of the City of Beaumont, CA

VERIFICATION:

I the undersigned am the Mayor of the City of Beaumont, the declarant of the foregoing Notice of Completion. I have read the said Notice of Completion and know the contents thereof: The same is true of my knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Date

Julio Martinez,
Mayor of the City of Beaumont, CA

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

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

On _____ before me, _____ Notary Public, personally appeared Julio Martinez, MAYOR OF THE CITY OF BEAUMONT, CALIFORNIA, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

BY: _____
NOTARY

(SEAL)

Staff Report

TO: Mayor and Council Members

FROM: Jeff Hart, Public Works Director

DATE: May 7, 2019

SUBJECT: Improvement Bond Acceptance for CJ Foods and Cash Deposit Acceptance for Lassen Development

Background and Analysis:

The City requires all developers to provide security for all public improvements consisting of, but not limited to sewer improvements, street improvements, storm drain improvements, utility improvements, and monument improvements. The City's municipal code also allows for cash deposits as a form of security. All of the improvements listed in Table 1 will be constructed by CJ Foods and Lassen Development.

CJ Foods, which is a food manufacturing company, will construct electrical improvements in order to supply power to their building. CJ Foods will need power from the Edison substation located in the southeast corner of 4th Street and Veile Avenue. CJ Foods will need to excavate 4th Street from the substation to the manufacturing building in order to place underground electrical conduit pipes. The road excavation will need to be restored per the City of Beaumont standards and performed through an encroachment permit. CJ Foods has prepared street improvement plans that include road restoration after installing the underground pipe, utility crossings and parallel utilities as shown on the plans. Staff has determined that a performance and payment bond will be required for this encroachment permit.

Lassen Development will construct a reclaimed water line and a potable waterline in the 4th Street extension which connects to Potrero Boulevard. Lassen Development will be responsible for the waterline improvements. The road improvements on 4th Street which consist of asphalt, curb, gutter, striping, and street lights will be constructed by another developer. In the event that the road is paved with new asphalt and waterlines have not been constructed, Lassen Development will need to excavate the new road in order to construct the waterlines. Staff has required a cash deposit from Lassen Development to ensure that the road will be properly restored.

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

Table 1. Developer, Bond Number, Bond Type, and Type of Improvement				
Bond #	Bond Type	Type of Improvement	Project	Developer
9253567	Performance	Electrical Conduits and Road Restoration	Electrical Conduit Installation on 4 th Street	CJ Foods
-----	Cash Deposit	Waterlines and Road Restoration	4 th Street Extension	Lassen Development

Staff has received the security agreement along with the performance and payment bond which is consistent with the City's municipal code. Staff recommends that City Council accept all of the securities listed in Table 1.

Fiscal impact:

The cost of preparing the staff report is estimated to be \$250. These costs are offset by the bond application fees.

Finance Director Review: _____

Recommendation:

1. Execute bond acceptance agreement for Street Improvement Performance Bond No. 9253567.
2. Accept Cash Deposit in the amount of \$72,380.

City Manager Review: _____

Attachments:

- A. Security Agreements for Performance Bond No. 9253567 and Cash Deposit
- B. CJ Foods Street Improvement Plans
- C. Potable Waterline and Reclaimed Waterline Improvement Plans

Attachment A

**Security Agreements for Performance Bond No. 9253567 and Cash
Deposit**

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No. _____)**

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT ("CITY") and CJ FOODS, a Manufacturing company ("DEVELOPER").

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # _____, ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BEAUMONT

By _____
Mayor

Date

DEVELOPER

By _____ 

Date 4/22/2019

Title: Plant Manager

Address: 415 Nicholas RD
Beaumont CA 92223

**CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET**

PARCEL MAP OR TRACT NO.: 4th Street between Distribution Way and Vile Ave
 DATE: April 16, 2019

PP, CUP NO.: _____ BY: SAK

IMPROVEMENTS FAITHFUL PERFORMANCE 100%
 LABOR & MATERIALS SECURITY 100%

Construction Costs)	
Streets/Drainage	\$ 96,697.25
Sewer	\$ -
Total	\$ 96,697.25
Warranty Retention (22.5%)	\$ 21,756.88
Street/Drainage Plan Check Fees =	\$ 500.00
Sewer Plan Check Fees =	\$ 500.00
Street Inspection Fees =	\$ 750.00
Sewer Inspection Fees =	\$ 750.00

APPROVED
 BY: G.N. DATE: 4/16/2019

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do include additional 20% for recordation prior to having signed plans

Above amounts do not include additional 20% for recordation prior to having signed plans

Reinhard Stenzel
 Engineer's Signature

4/16/19
 Date

Reinhard Stenzel
 Name typed or printed



FORM \$ UNIT COSTS REVISED 09/06

*****PLEASE READ INSTRUCTIONS BELOW*****

- Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Construction Cost Worksheet".
- Show Bond Amounts to the nearest \$500.
- For construction items not covered by the Construction Cost Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont unit costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

4/16/2019

**CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT: 4th Street between Distribution Way and Viele Ave

DATE: 16-Apr-19

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	\$ 2.50	\$ -
	EA.	Remove Barricade	\$ 200.00	\$ -
				\$ -
	TON	Asphalt Concrete - 144 lbs/cu. Ft. (On-Site SF @ 0.38')	\$ 90.00	\$ -
	C.Y.	Aggregate Base Class II (Street SF @ 0.83', Access Dwy SF @ 0.5')	\$ 50.00	\$ -
	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (OnSite SF)	\$ 600.00	\$ -
		apply at 0.05 + 0.03 = 0.08 gal/SY		\$ -
6,200	S.F.	AC overlay (min. 0.12') 24" wide feather overlay If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	\$ 0.90	\$ 5,580
5,425	S.F.	Remove A.C. Pavement at trench	\$ 2.00	\$ 10,850
	L.F.	Curb and Gutter (Wedge Curb)	\$ 8.00	\$ -
	L.F.	Curb and Gutter (Type A-6)	\$ 10.00	\$ -
196	L.F.	Curb and Gutter (Type A-8)	\$ 12.00	\$ 2,352
	L.F.	Type "C" Curb	\$ 10.00	\$ -
	L.F.	Type "D" Curb	\$ 15.00	\$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	\$ 8.00	\$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	\$ 10.00	\$ -
	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ -
1,270	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 7,620
	SF	P.C.C. Commercial Drive Approach Std. 207A	\$ 8.00	\$ -
	EA.	Handicapped Access Ramp	\$ 1,500.00	\$ -
	SF	P.C.C. Access Drive Approach Std. 207	\$ 10.00	\$ -
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	\$ 4.00	\$ -
	L.S.	Signing and Striping	\$ 40,000.00	\$ -
				\$ -
		SUBTOTAL		\$ 26,402

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: 4th Street between Distribution Way and Viele Ave

DATE: 16-Apr-19

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Street Name Sign	\$ 250.00	\$ -
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	\$ 40.00	\$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	\$ 40.00	\$ -
	L.F.	Barricades	\$ 28.00	\$ -
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	\$ 10.00	\$ -
	L.F.	Chain Link Fence (6')	\$ 12.00	\$ -
	L.F.	Remove Fence	\$ 4.00	\$ -
	EA.	Remove Power Pole	\$ 1,200.00	\$ -
	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ -
	EA.	Street Trees (15 gallon)	\$ 150.00	\$ -
	L.S.	Landscape and Irrigation	\$ -	\$ -
	EA.	Concrete Bulkhead	\$ 200.00	\$ -
	C.Y.	Structural Reinforced Concrete	\$ 400.00	\$ -
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ -
	L.F.	Cut Off Wall	\$ 5.50	\$ -
	EA.	A.C. Overside Drain	\$ 500.00	\$ -
	EA.	Under Sidewalk Drain	\$ 1,800.00	\$ -
	S.F.	Terrace Drains and Down Drains	\$ 7.00	\$ -
	S.F.	Interceptor Drains	\$ 7.00	\$ -
				\$ -
				\$ -
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**CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT: 4th Street between Distribution Way and Viele Ave

DATE: 16-Apr-19

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 35.00	\$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 40.00	\$ -
	C.Y.	Rip Rap (1 Ton) Method B	\$ 45.00	\$ -
	C.Y.	Rip Rap (2 Ton) Method B	\$ 50.00	\$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$ 45.00	
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$ 55.00	\$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	\$ 60.00	\$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$ 65.00	\$ -
	L.F.	18" R.C.P.	\$ 60.00	\$ -
	L.F.	24" R.C.P.	\$ 70.00	\$ -
	L.F.	30" R.C.P.	\$ 80.00	\$ -
	L.F.	36" R.C.P.	\$ 90.00	\$ -
	L.F.	42" R.C.P.	\$ 100.00	\$ -
	L.F.	48" RCP	\$ 110.00	\$ -
	L.F.	54" RCP	\$ 135.00	\$ -
	L.F.	60" RCP	\$ 160.00	\$ -
	L.F.	72" RCP	\$ 200.00	\$ -
	EA.	CMP Riser	\$ 1,000.00	\$ -
	L.F.		\$ 1.00	\$ -
	EA.	H.D.P.E. Clean Out	\$ 400.00	\$ -
	EA.	Drain Basin	\$ 400.00	\$ -
	EA.	Curb Outlet	\$ 3,000.00	\$ -
	EA.	Fossil Filters	\$ 500.00	\$ -
	EA.	18" C.M.P. Wyc	\$ 500.00	\$ -
	EA.	Riprap Headwall	\$ 1,000.00	\$ -
	EA.	Concrete Collar	\$ 250.00	\$ -
	EA.	Outlet Structure	\$ 10,000.00	\$ -
				\$ -
				\$ -
				\$ -

**CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT: 4th Street between Distribution Way and Viele Ave

DATE: 16-Apr-19

STREET IMPROVEMENTS (Conf'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	60" C.S.P.	\$ 115.00	\$ -
	EA.	Catch Basin W = 4'	\$ 1,700.00	\$ -
	EA.	Catch Basin W = 7'	\$ 3,000.00	\$ -
	EA.	Catch Basin W = 10'	\$ 4,000.00	\$ -
	EA.	Catch Basin W = 14'	\$ 5,500.00	\$ -
	EA.	Catch Basin W = 21'	\$ 9,000.00	\$ -
	EA.	Type IX Inlet	\$ 2,500.00	\$ -
	EA.	Type X Inlet	\$ 2,500.00	\$ -
	EA.	Junction Structure No. 1	\$ 3,000.00	\$ -
	EA.	Junction Structure No. 2	\$ 2,500.00	\$ -
	EA.	Junction Structure No. 6	\$ 3,700.00	\$ -
	EA.	Transition Structure No. 1	\$ 2,000.00	\$ -
	EA.	Transition Structure No. 3	\$ 2,700.00	\$ -
	EA.	Manhole No. 1	\$ 2,700.00	\$ -
	EA.	Manhole No. 2	\$ 3,300.00	\$ -
	EA.	Manhole No. 3	\$ 2,700.00	\$ -
	EA.	Manhole No. 4	\$ 5,000.00	\$ -
	EA.	Adjust Water Valve (if no water plan)	\$ 150.00	\$ -
	EA.	Adjust MH to grade (if no sewer plan)	\$ 400.00	\$ -
	LF	Concrete Headwall Structure CALTRANS	\$ 200.00	\$ -
		Remove & Dispose of Interferring 30" Storm Drain		
	L.S.	and 36" Riser	\$ 500.00	\$ -
	EA.	Remove & Dispose of RCB Headwall & Wingwall	\$ 10,000.00	\$ -
	L.F.	and Concrete Bulkhead	\$ 25.00	\$ -
	EA.	Concrete Headwall Structure	\$ 5,000.00	\$ -
	EA.	Remove Existing Headwall	\$ 1,000.00	\$ -
	L.F.	Remove 18" storm drain pipe	\$ 20.00	\$ -
				\$ -
				\$ -
				\$ -

**CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT: 4th Street between Distribution Way and Viels Ave

DATE: 16-Apr-19

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Water Quality Structure	\$ 2,500.00	\$ -
	LS	Concrete Inlet Apron	\$ 11,000.00	\$ -
	LS	Emergency Spillway	\$ 27,000.00	\$ -
	LS	84" Storm Drain Grate	\$ 8,500.00	\$ -
	SF	3' Wide V-Gutter (945 LF)	\$ 4.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Subtotal: \$ -

- A. Subtotal _____
- B. Contingency (15%) \$ -
- C. Streets/Drainage Total (A + B) \$ -

**CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT: 4th Street between Distribution Way and Viele Ave

DATE: 16-Apr-19

SEWER IMPROVEMENTS

Show quantities on this sheet only if project has a sewer plan. If no water plan, then show applicable quantities as part of street improvements.

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	4" PVC. (148 Lots @ 25' Avg. Length & 5' for cleanout)	\$ 15.00	\$ -
	L.F.	4" P.V.C. Force Main & Fittings	\$ 26.00	\$ -
	L.F.	8" PVC	\$ 30.00	\$ -
	L.F.	10" V.C.P.	\$ 35.00	\$ -
	L.F.	12" V.C.P.	\$ 40.00	\$ -
	L.F.	15" V.C.P.	\$ 50.00	\$ -
	EA.	Standard or Terminus Manholes	\$ 2,500.00	\$ -
	EA.	Drop Manholes	\$ 4,000.00	\$ -
	EA.	Cleanouts	\$ 500.00	\$ -
	EA.	Sewer Y's	\$ 25.00	\$ -
	EA.	Chimneys	\$ 300.00	\$ -
	EA.	Adjust M.H. to grade	\$ 340.00	\$ -
	L.F.	Concrete Encasement	\$ 20.00	\$ -
	EA.	4" P.V.C. Misc. Fittings	\$ 120.00	\$ -
	L.F.	Sewer Pipe Sleeving	\$ 36.00	\$ -
	EA.	Sewer Lift Station		\$ -
	EA.	Backflow prevention device	\$ 250.00	\$ -
				\$ -
				\$ -

A.	Subtotal	\$ -
B.	Contingency (15% x A)	\$ -
C.	Sewer Total (A + B)	\$ -

Bond No. 9253567
Premium: \$1,741.00

Basic Gov (Sales Force) # EP2019-0398
File # _____

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and CJ Foods Manufacturing Beaumont Corporation (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated April 16, 2019 whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. * _____, which is hereby incorporated herein and made a part hereof; and

*4th Street Between Distribution Way and Vile Ave

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Ninety Six Thousand Six Hundred Ninety Seven and 25/100 dollars (\$ 96,697.25) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 18, 2019.

PRINCIPAL:

SURETY:

CJ Foods Manufacturing Beaumont Corporation

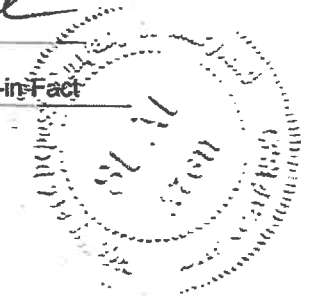
Fidelity and Deposit Company of Maryland

By _____

Kathleen Earle

Title CHIEF/LEAD, Plant Manager

Title Kathleen Earle, Attorney-in-Fact



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

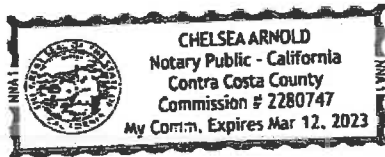
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Contra Costa }
On APR 18 2019 before me, Chelsea Arnold, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Kathleen Earle
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature *Chelsea Arnold*
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by DAVID MCVICKER, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Michael J. COLZANI, Daniel L. CENTONI, Steve CHILDS, Bonnie T. ATNIP, Kathleen EARLE, Benjamin WOLFE, Steven N PASSERINE and Doreen A. GREEN, all of San Ramon, California, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.


IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 20th day of November, A.D. 2018.


ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: 
Secretary
Michael McKibben


Vice President
David McVicker



State of Maryland
County of Baltimore

On this 20th day of November, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, DAVID MCVICKER, Vice President, and MICHAEL MCKIBBEN, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, ~~Attorneys-in-Fact~~. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

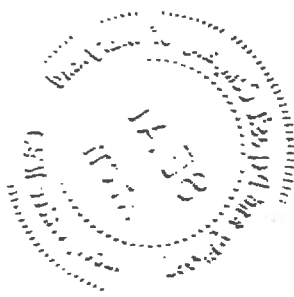
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this ~~18th~~ day of April, 2019.



Brian M. Hodges

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

Bond No. 9253567

Premium Included in Performance Bond

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and CJ Foods Manufacturing Beaumont Corporation (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated April 16, 2019, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. * _____, which is hereby incorporated herein and made a part hereof; and

*4th Street Between Distribution Way and Viele Ave

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of Ninety Six Thousand Six Hundred Ninety * dollars (\$ 96,697.25), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*Seven and 25/100 —

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 18, 20 19.

PRINCIPAL:

CJ Foods Manufacturing Beaumont Corporation

By _____

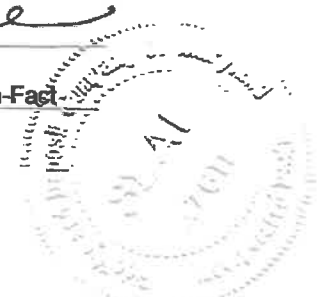
Title CHRISTINA LEE, Plant Manager

SURETY:

Fidelity and Deposit Company of Maryland

By Kathleen Earle

Title Kathleen Earle, Attorney-in-Fact



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189



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

State of California }
County of Contra Costa }

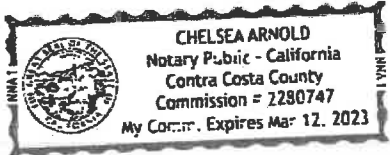
On APR 18 2019 before me, Chelsea Arnold, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kathleen Earle
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 *Chelsea Arnold*
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: _____ Signer's Name: _____

Corporate Officer -- Title(s): _____ Corporate Officer -- Title(s): _____

Partner -- Limited General Partner -- Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by DAVID MCVICKER, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Michael J. COLZANI, Daniel L. CENTONI, Steve CHILDS, Bonnie T. ATNIP, Kathleen EARLE, Benjamin WOLFE, Steven N PASSERINE and Doreen A. GREEN, all of San Ramon, California, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

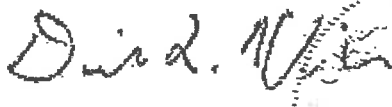
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 20th day of November, A.D. 2018.


ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 
Secretary
Michael McKibben


Vice President
David McVicker



State of Maryland
County of Baltimore

On this 20th day of November, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, DAVID MCVICKER, Vice President, and MICHAEL MCKIBBEN, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

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IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of April, 2019.



Brian M. Hodges

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

EP2019-04114

CITY OF BEAUMONT
IMPROVEMENT REQUIREMENT WORKSHEET

PARCEL MAP OR TRACT NO.: HIDDEN CANYON PARCEL MAP NO.31569
DATE: 25-Apr-19

PP, CUP NO.: _____ BY: David J. Golkar, P.E.

IMPROVEMENTS	FAITHFUL PERFORMANCE	100%
	LABOR & MATERIALS SECURITY	100%
Construction Costs)		
Total=		\$ <u>72,380.00</u>

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City of Beaumont's unit costs are accurate for determining bonding, plan check and inspection costs.



David J. Golkar 25-Apr-19
Engineer's Signature Date

David J. Golkar, P.E.
Name typed or printed

Civil Engineer's Stamp

FORM \$ UNIT COSTS REVISED 04/19

*****PLEASE READ INSTRUCTIONS BELOW*****

- Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Construction Cost Worksheet".
- Show Bond Amounts to the nearest \$500.
- For construction items not covered by the "Construction Cost Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont Unit Costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

LASSEN DEVELOPMENT PARTNERS, LLLP
3900 S WADSWORTH BLVD STE 650
LAKEWOOD, CO 80235-2203

JPMorgan Chase Bank NA
23-101/1020

1233

4/26/2019

PAY TO THE ORDER OF City Of Beaumont

\$ **72,380.00

Seventy-Two Thousand Three Hundred Eighty and 00/100*****

DOLLARS

City Of Beaumont
550 East 6th Street
Beaumont CA 92223



[Signature]
AUTHORIZED SIGNATURE

MEMO

Lassen Development Deposit for Street Improvemen

⑈001233⑈ ⑆102001017⑆ 106268086⑈

LASSEN DEVELOPMENT PARTNERS, LLLP

1233

City Of Beaumont

4/26/2019

Date Type Reference
4/26/2019 Bill Lassen Asphalt 4th

Original Amt.
72,380.00

Balance Due
72,380.00

Discount

Payment
72,380.00

Check Amount

72,380.00

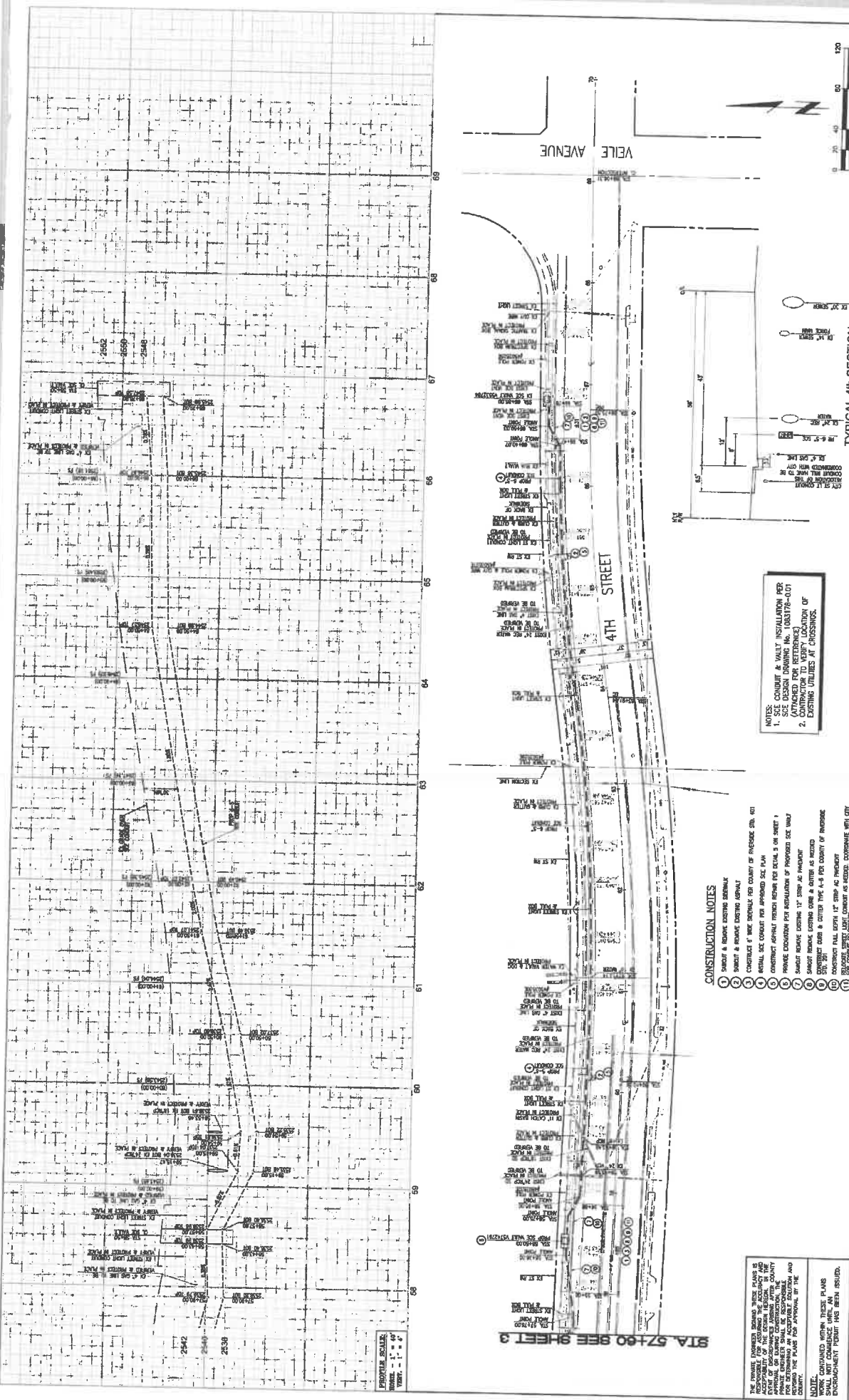
EP2019-0414

Chase - Lassen Devel Lassen Development Deposit for Street Improve

72,380.00

Attachment B

CJ Foods Street Improvement Plans



PROPOSED BEARING
 1" = 40'

SCALE 1" = 40'

0 20 40 60 80 100 120

NOT TO SCALE

TYPICAL 4th SECTION

NOTES

1. SEE CONDUIT & VALVE INSTALLATION PER ATTACHED PLAN FOR DETAILS.

2. SEE DESIGN DRAWING NO. 1003170-010 FOR CONDUIT & VALVE INSTALLATION PER ATTACHED PLAN FOR DETAILS.

3. EXISTING UTILITIES AT CROSSINGS.

CONSTRUCTION NOTES

1. VERIFY & REMOVE EXISTING UTILITIES
2. VERIFY & REMOVE EXISTING ASPHALT
3. CONDUIT & VALVE SHALL BE COUNTY OF RIVERSIDE STD. 601
4. CONDUIT & VALVE SHALL BE APPROVED SIZE PLAN
5. CONDUIT ASPHALT PATCH SHALL BE 1" MIN. THICK
6. EXISTING CONDUIT SHALL BE 1" MIN. THICK
7. EXISTING CONDUIT SHALL BE 1" MIN. THICK
8. EXISTING CONDUIT SHALL BE 1" MIN. THICK
9. EXISTING CONDUIT SHALL BE 1" MIN. THICK
10. EXISTING CONDUIT SHALL BE 1" MIN. THICK
11. EXISTING CONDUIT SHALL BE 1" MIN. THICK

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHKD.

PREPARED BY: [Signature]

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

DATE: 4/12/17

SCALE: 1" = 40'

DATE: 4/12/17

DATE: 4/12/17

DATE: 4/12/17

APPROVED BY: [Signature]

DATE: 4/12/17

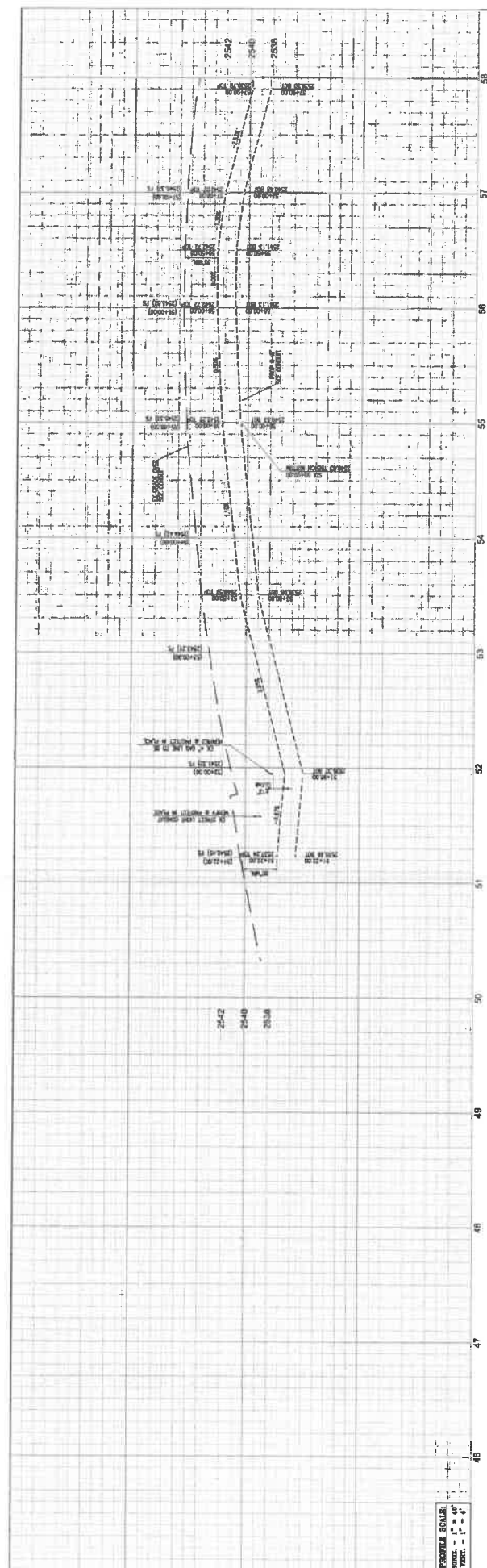
DATE: 4/12/17

DATE: 4/12/17

CITY OF BEAUMONT
 RIVERSIDE COUNTY, CALIFORNIA

CITY OF BEAUMONT
 IMPROVEMENT PLAN FOR
INSTALLATION OF SCE CONDUITS
 4TH STREET BETWEEN DISTRIBUTION WAY TO VELE AVENUE
 CITY OF BEAUMONT, CALIFORNIA

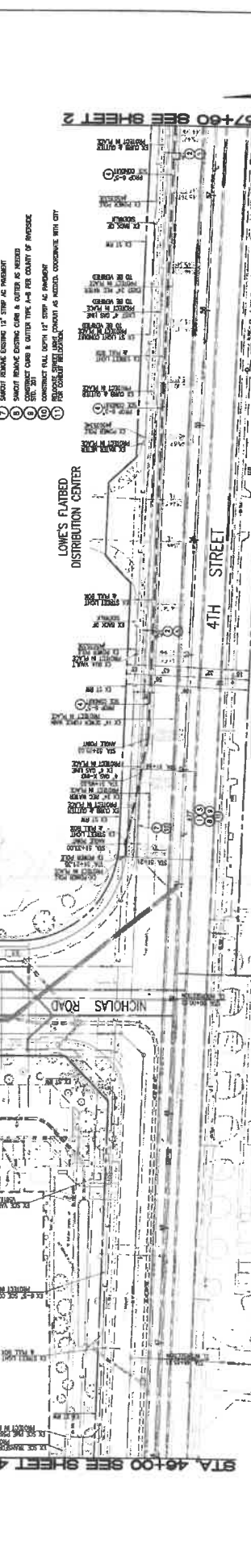
CU FOODS MANUFACTURING CORPORATION



PROFILES SCALE:
 HORIZ. - 1" = 40'
 VERT. - 1" = 4'

CONSTRUCTION NOTES

1. SHEET & REMOTE EXISTING CONDUITS
2. SHEET & REMOTE EXISTING ASPHALT
3. CONTRACTOR TO WIRE SCHEDULE PER COUNTY OF RIVERSIDE STD. 401
4. REMOTE SEE CONDUIT PER APPROVED SEE PLAN
5. CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES AT CROSSINGS.
6. PROVIDE PROTECTION FOR INSTALLATION OF PROPOSED SOE WALT
7. SHEET REMOTE EXISTING 12" STEEL JOINT PROTECT
8. SHEET REMOTE EXISTING CURB & GUTTER AS NOTED
9. CONTRACTOR SHALL VERIFY 12" STEEL JOINT PROTECT
10. CONTRACTOR SHALL VERIFY 12" STEEL JOINT PROTECT
11. CONTRACTOR SHALL VERIFY 12" STEEL JOINT PROTECT
12. CONTRACTOR SHALL VERIFY 12" STEEL JOINT PROTECT



NOTES:

1. SEE CONDUIT & WALT INSTALLATION PER SECTION DRAWING No. 082172-001
2. CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES AT CROSSINGS.

STA. 46+00 SEE SHEET 4

STA. 57+40 SEE SHEET 2

SCALE: 1" = 40'

CITY OF BEAUMONT
 RIVERSIDE COUNTY, CALIFORNIA

IMPROVEMENT PLAN FOR
INSTALLATION OF SOE CONDUITS
 4TH STREET BETWEEN DISTRIBUTION WAY TO WHEEL AVENUE

CITY OF BEAUMONT, CALIFORNIA
 PREPARED BY: **Thomas Engineering, Inc.**
 DATE: 4/12/13

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCHMARK: CITY OF BEAUMONT
 DESCRIPTION: **BEAUMONT BENCH MARK**
 LOCATION: **1000 N. 10TH STREET, BEAUMONT, CA 92506**
 ELEVATION: **100.00**

BASIS OF BEARINGS:
 DESCRIPTION: **BEAUMONT BENCH MARK**
 LOCATION: **1000 N. 10TH STREET, BEAUMONT, CA 92506**
 ELEVATION: **100.00**

NOTE:
 THE ABOVE DRAWING IS THE PROPERTY OF THOMAS ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THOMAS ENGINEERING, INC.

DIGABRI
 (800) 227-2800
 1000 N. 10TH STREET, BEAUMONT, CA 92506

UNIVERSAL SYMBOL: CITY OF BEAUMONT

DATE: 4/12/13

SCALE: 1" = 40'

SHEET 03
 OF 4 SHEETS

PROJECT NO.: **082172-001**

DATE: **4/12/13**

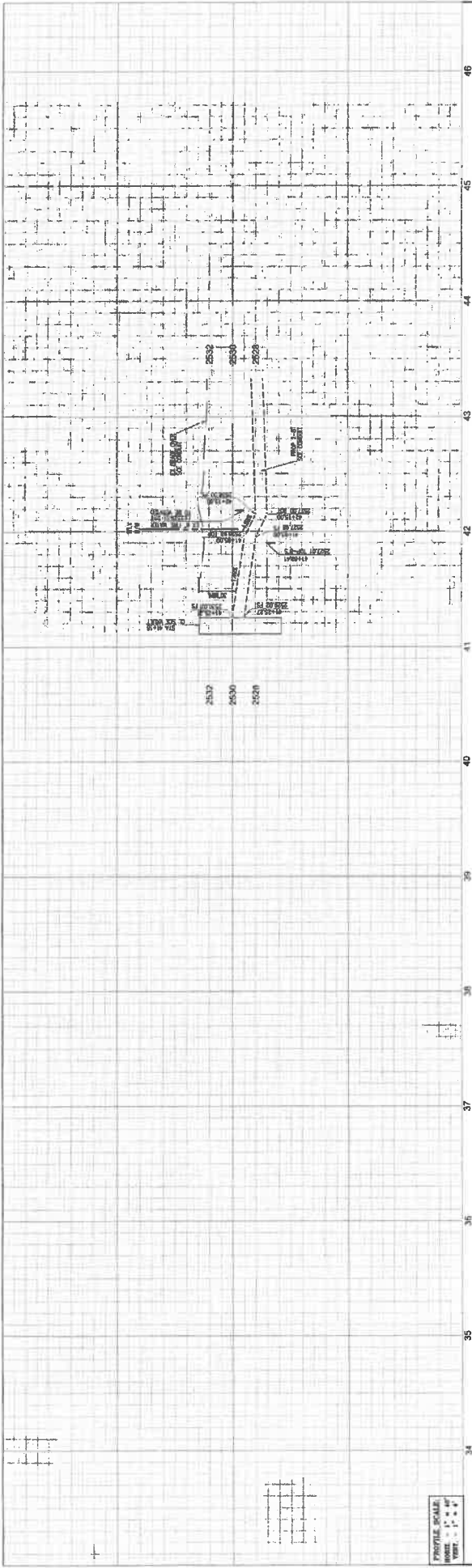
BY: **[Signature]**

CHECKED BY: **[Signature]**

APPROVED BY: **[Signature]**

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

REF: CJ FOODS MANUFACTURING CORPORATION



CONSTRUCTION NOTES

1. SHOROT & REMOVE EXISTING SIDEWALK
2. CONTRACT & REMOVE EXISTING ASPHALT
3. CONTRACT & MOVE SIDEWALK PER COUNTY OF RIVERSIDE STD. 401
4. INSTALL SCE CONDUIT PER APPROVED SCE PLAN
5. CONTRACT ASPHALT TROUGH TYPICAL PER DETAIL 8 ON SHEET 1
6. PROVIDE EXCAVATION FOR INSTALLATION OF PROPOSED SCE WALK
7. SHOROT REMOVE EXISTING 12" STRIP AC PAVEMENT
8. SHOROT REMOVE EXISTING CURB & GUTTER AS NOTED
9. CONTRACT CURB & GUTTER TYPE A-8 PER COUNTY OF RIVERSIDE STANDARD SPEC. SECTION 05100
10. CONTRACT SHALL BURN 12" STRIP AC PAVEMENT
11. REGRADE STREET SURFACE AS NOTED. CONTRACTOR SHALL VERIFY THE CONDUIT DEPTH.

NOTES:
 1. CONDUIT & WALK INSTALLATION PER SCE CONSTRUCTION PLAN (SHEET 1001119-001) (ATTACHED FOR REFERENCE)
 2. EXISTING UTILITIES AT CROSSINGS.

<p>THE GRANITE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AGENCIES AND AUTHORITIES BEFORE ANY CONSTRUCTION BEGINS. THE GRANITE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AGENCIES AND AUTHORITIES BEFORE ANY CONSTRUCTION BEGINS.</p>		<p>CLASS OF BEARINGS: THE BEARINGS SHALL BE AS SHOWN ON THE SHEET. THE BEARINGS SHALL BE AS SHOWN ON THE SHEET. THE BEARINGS SHALL BE AS SHOWN ON THE SHEET.</p>		<p>BENCHMARK CITY OF BEAUMONT: U.S.C. & G.S. BENCHMARK NO. 571 RIVERSIDE COUNTY BEAUMONT, CALIFORNIA ELEVATION: 100.00 FEET DATE: 11/15/73</p>		<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>BY</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	BY	DATE	DESCRIPTION								
NO.	BY	DATE	DESCRIPTION																
<p>OWNER: CITY OF BEAUMONT 474 STREET BETWEEN DISTRIBUTION WAY TO VIBRE AVENUE CITY OF BEAUMONT, CALIFORNIA</p>		<p>ENGINEER: RIVERSIDE ENGINEERING, INC. 1000 WEST 9TH STREET RIVERSIDE, CALIFORNIA 92507 DATE: 4/15/79 R. STEINER</p>		<p>APPROVED BY: CITY ENGINEER DATE: 4/15/79</p>		<p>DATE: 4/15/79</p>													
<p>PROJECT: CITY OF BEAUMONT RIVERSIDE COUNTY, CALIFORNIA INSTALLATION OF SCE CONDUITS 474 STREET BETWEEN DISTRIBUTION WAY TO VIBRE AVENUE CITY OF BEAUMONT, CALIFORNIA</p>		<p>DESIGNED BY: DATE: 4/15/79</p>		<p>CHECKED BY: DATE: 4/15/79</p>		<p>APPROVED BY: DATE: 4/15/79</p>													
<p>SCALE: 1" = 40'</p>		<p>DATE: 4/15/79</p>		<p>BY: DATE: 4/15/79</p>		<p>APPROVED BY: DATE: 4/15/79</p>													

CONSTRUCTION NOTES:

1. THE GENERAL DIMENSIONS ARE IN FEET.
2. DIMENSIONS ARE GIVEN UNLESS OTHERWISE SPECIFIED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
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8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.

PROJECT REQUIREMENTS (A/A)

EDISON EQUIPMENT ROOMS (E)

PHOTO BY EQUIPMENT (E)

USE ONE ONLY WHEN ORDER (E)

FINISH REQUIRED (E)

PAINT TYPE (E)

OUTSIDE DATE (E)

INDICATE CONTROL (E)

FEED TRAFFIC CONTROL (E)

CONVENIENCE LETTER (E)

ENVIRONMENTAL CLEARANCE (E)

CSX 148 (148) (E)

10'x12' PRECAST SLAB-BOX FOR 3Ø WIRE-MOUNTED TRANSFORMERS UP TO 3,750 KVA SEE US S5 530

10'x12' PRECAST TUB-TYPE WALLS SEE US VA 410

PROTECTIVE BARRIERS FOR UNDERGROUND DISTRIBUTION STRUCTURES SEE US NC 830

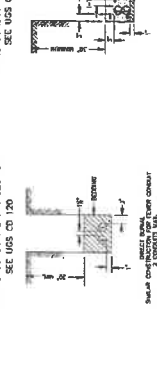
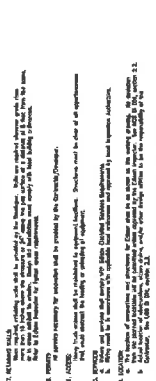
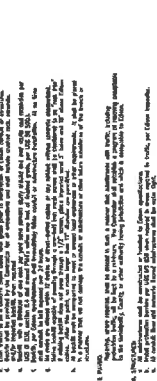
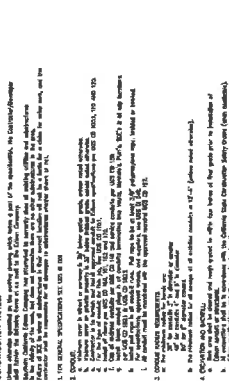
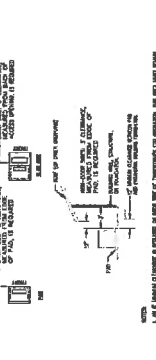
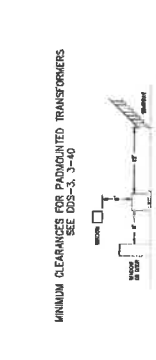
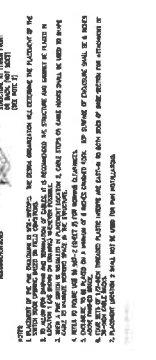
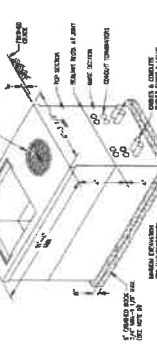
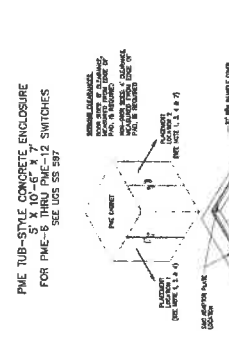
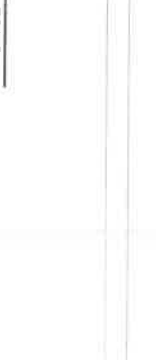
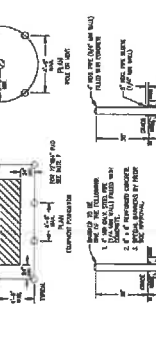
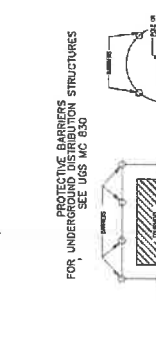
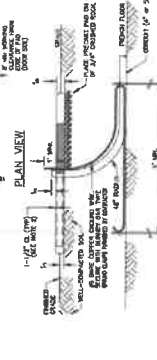
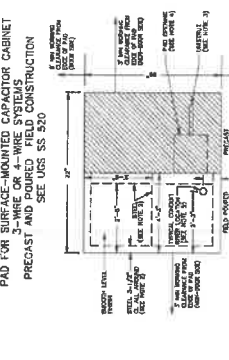
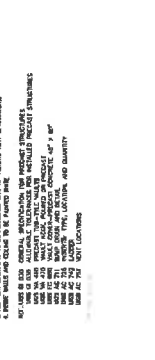
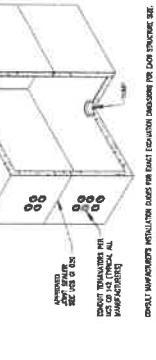
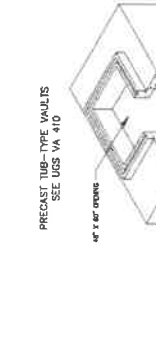
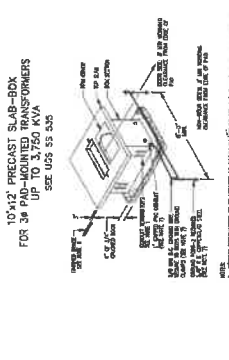
MINIMUM CLEARANCES FOR PAD-MOUNTED TRANSFORMERS SEE US S-3, 3-40

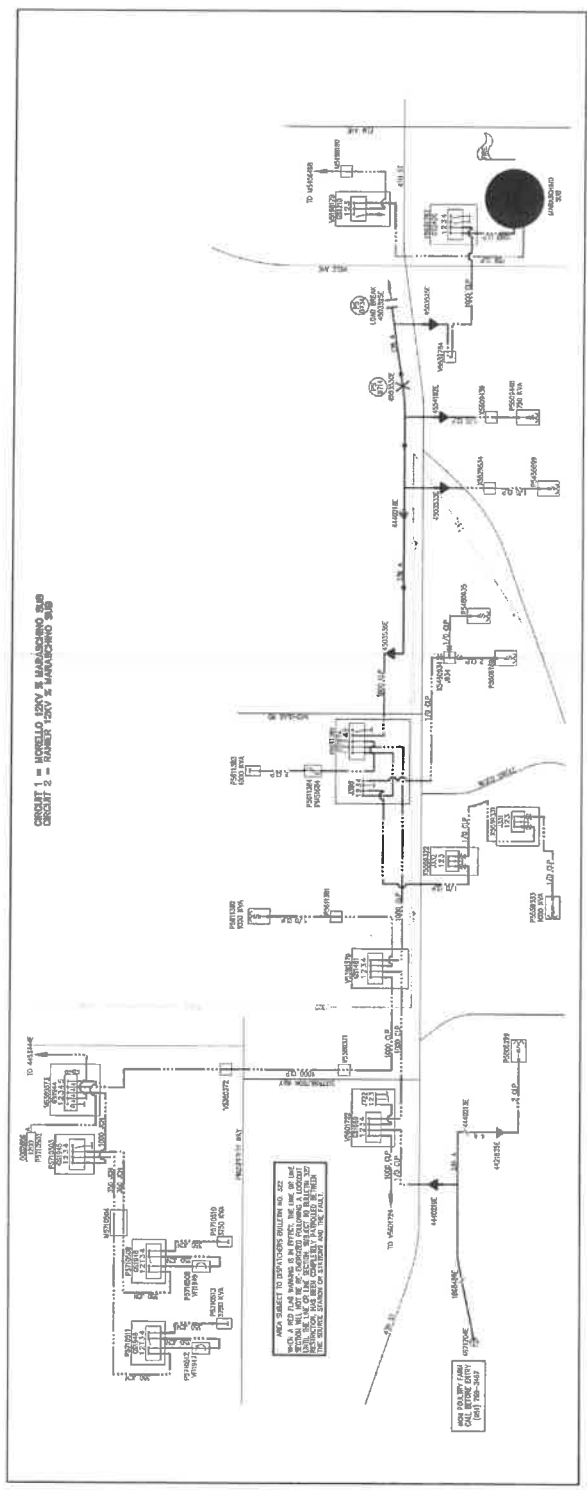
PME TUB-STYLE CONCRETE ENCLOSURE FOR PME-5 THROUGH PME-12 SWITCHES SEE US SE 597

PAID FOR SURFACE-MOUNTED CAPACITOR CABINET PRECAST AND CONCRETE CONSTRUCTION SEE US S5 820

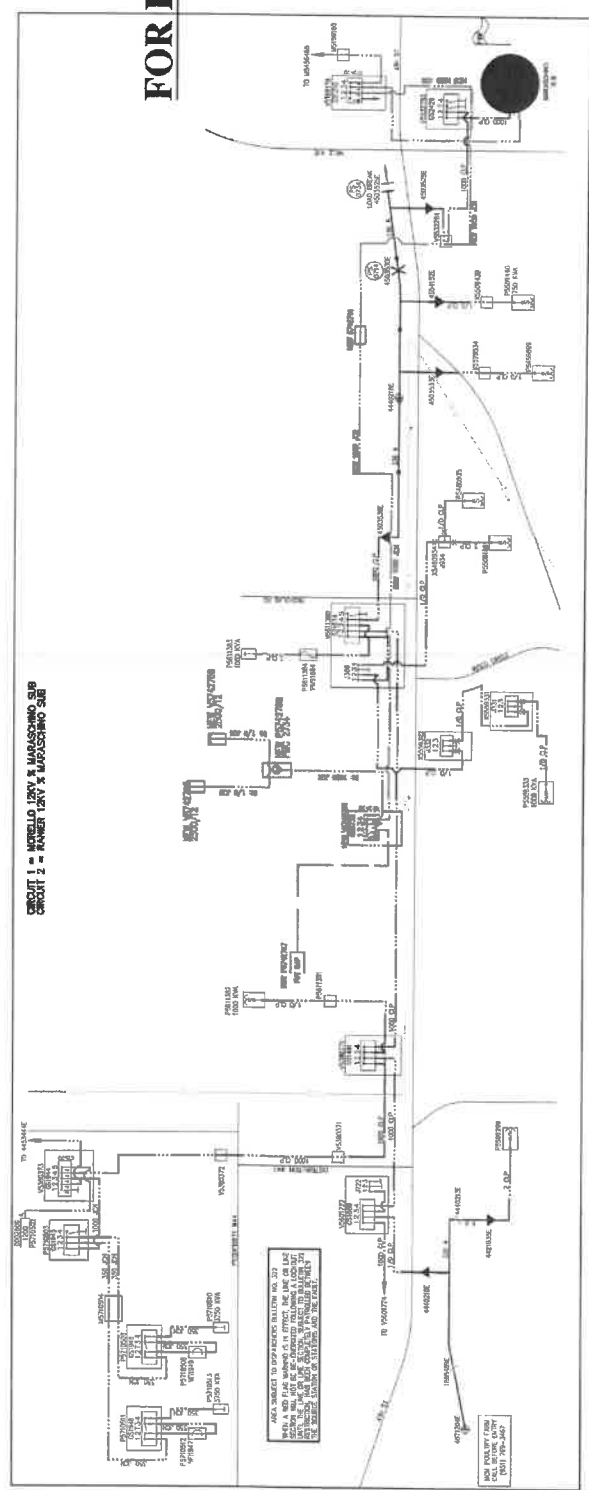
3-WIRE WIRE SYSTEMS PRECAST AND CONCRETE CONSTRUCTION SEE US S5 820

FOR REFERENCE ONLY



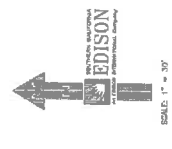


CIRCUIT 1 = MORELLO 12KV & MARASCHINO SUB
 CIRCUIT 2 = RAMER 12KV & MARASCHINO SUB



CIRCUIT 1 = MORELLO 12KV & MARASCHINO SUB
 CIRCUIT 2 = RAMER 12KV & MARASCHINO SUB

FOR REFERENCE ONLY



EDISON
 ELECTRIC ENERGY COMPANY

PROJECT NO.	1000000000
DATE	08/27/07
BY	EDISON
CHECKED BY	EDISON
APPROVED BY	EDISON
DESIGNED BY	EDISON
DRAWN BY	EDISON
SCALE	1" = 30'
PROJECT NAME	CI AMERICA LIVE EXTENSION
PROJECT LOCATION	CI AMERICA LIVE EXTENSION
PROJECT ADDRESS	155 NICHOLS RD
CITY	ROCKAWAY, CA 92223
COUNTY	SAN DIEGO
STATE	CA
PROJECT NO.	1000000000
DATE	08/27/07
BY	EDISON
CHECKED BY	EDISON
APPROVED BY	EDISON
DESIGNED BY	EDISON
DRAWN BY	EDISON
SCALE	1" = 30'
PROJECT NAME	CI AMERICA LIVE EXTENSION
PROJECT LOCATION	CI AMERICA LIVE EXTENSION
PROJECT ADDRESS	155 NICHOLS RD
CITY	ROCKAWAY, CA 92223
COUNTY	SAN DIEGO
STATE	CA

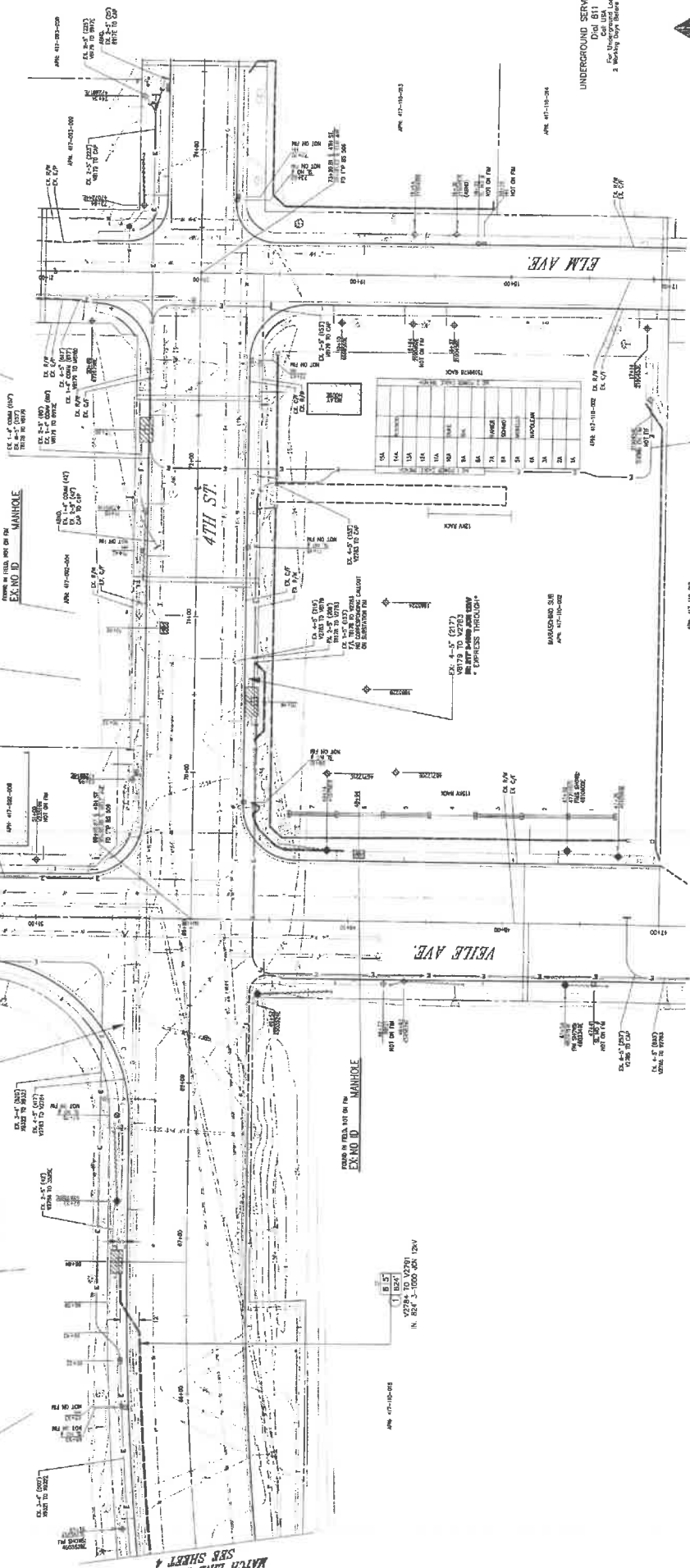
EX. V5198179 VAULT
 1
 48" DIA. STILE
 18" DIA. STILE
 24" DIA. STILE
 30" DIA. STILE
 36" DIA. STILE
 42" DIA. STILE
 48" DIA. STILE
 54" DIA. STILE
 60" DIA. STILE
 66" DIA. STILE
 72" DIA. STILE
 78" DIA. STILE
 84" DIA. STILE
 90" DIA. STILE
 96" DIA. STILE
 102" DIA. STILE
 108" DIA. STILE
 114" DIA. STILE
 120" DIA. STILE

EX. V5532783 VAULT
 2
 48" DIA. STILE
 18" DIA. STILE
 24" DIA. STILE
 30" DIA. STILE
 36" DIA. STILE
 42" DIA. STILE
 48" DIA. STILE
 54" DIA. STILE
 60" DIA. STILE
 66" DIA. STILE
 72" DIA. STILE
 78" DIA. STILE
 84" DIA. STILE
 90" DIA. STILE
 96" DIA. STILE
 102" DIA. STILE
 108" DIA. STILE
 114" DIA. STILE
 120" DIA. STILE

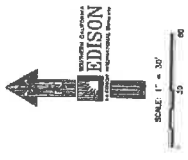
EX. 4-5 (4057)
 V2783 TO V2784
 48" DIA. STILE
 18" DIA. STILE
 24" DIA. STILE
 30" DIA. STILE
 36" DIA. STILE
 42" DIA. STILE
 48" DIA. STILE
 54" DIA. STILE
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 84" DIA. STILE
 90" DIA. STILE
 96" DIA. STILE
 102" DIA. STILE
 108" DIA. STILE
 114" DIA. STILE
 120" DIA. STILE

EX. V5532784 VAULT
 3
 48" DIA. STILE
 18" DIA. STILE
 24" DIA. STILE
 30" DIA. STILE
 36" DIA. STILE
 42" DIA. STILE
 48" DIA. STILE
 54" DIA. STILE
 60" DIA. STILE
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 90" DIA. STILE
 96" DIA. STILE
 102" DIA. STILE
 108" DIA. STILE
 114" DIA. STILE
 120" DIA. STILE

EX. X559322 PULL BOX
 320X



FOR REFERENCE ONLY

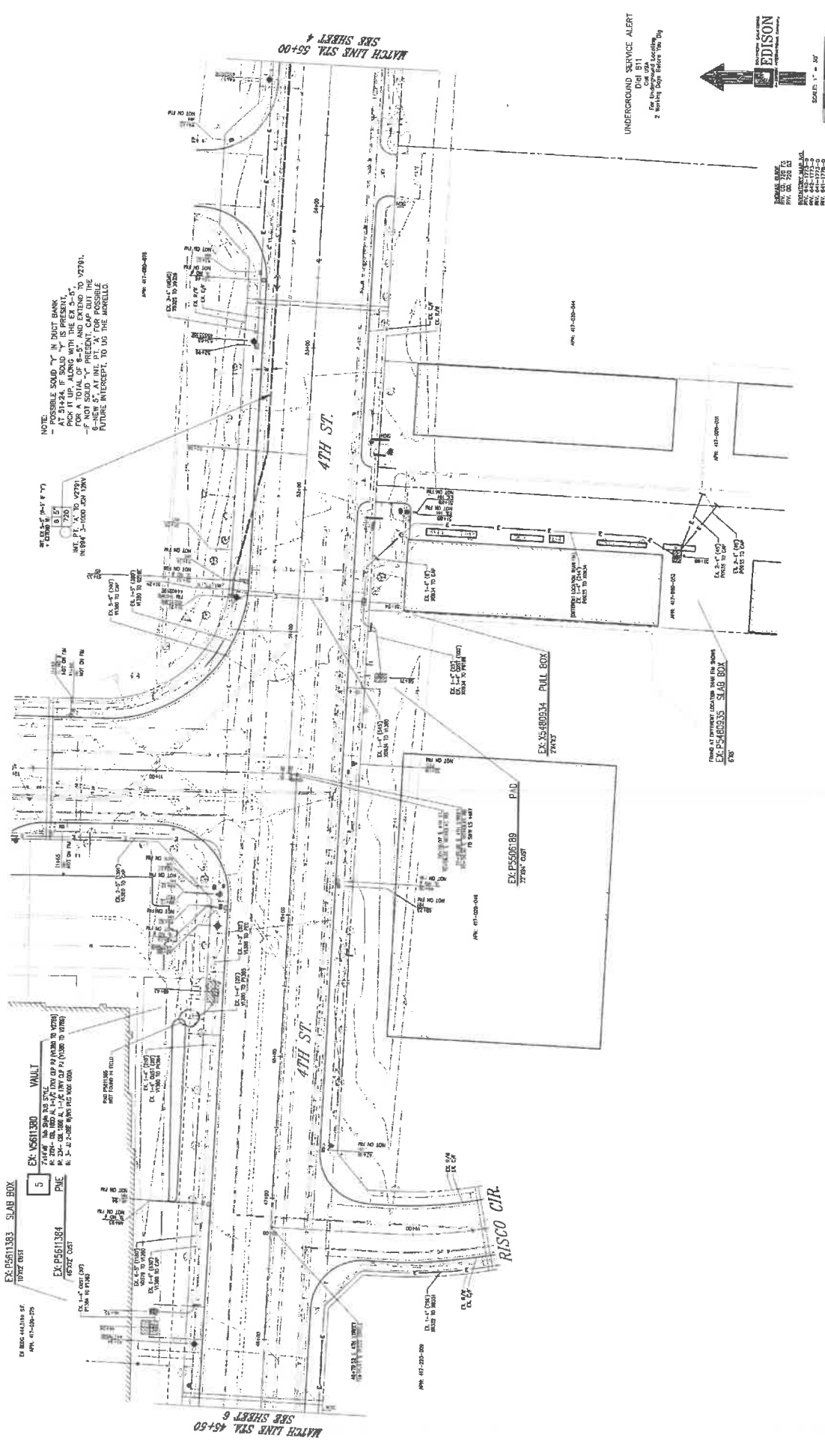


UNDERGROUND SERVICE ALERT
 Dial 811
 For the USA
 a Working Day Before You Dig

EDISON
 415 NICHOLAS RD
 SAN JOSE, CA 95128

PROJECT NO.	1083178	DATE	06/11/03
PROJECT NAME	415 NICHOLAS RD	SCALE	1" = 30'
PROJECT LOCATION	415 NICHOLAS RD	DATE	06/11/03
PROJECT OWNER	EDISON	DATE	06/11/03
PROJECT ENGINEER	EDISON	DATE	06/11/03
PROJECT CHECKER	EDISON	DATE	06/11/03
PROJECT APPROVER	EDISON	DATE	06/11/03

MATCH LINE STA. 65+00
 SEE SHEET 4

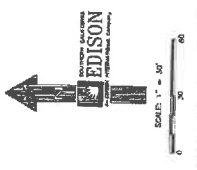


NOTE:
 - FUTURE SOLID TO RIGHT BANK
 - AT 53+25 TO 53+50
 - PICK IT UP, ALONG WITH THE EX 5-5"
 - FOR A TOTAL OF 8-5", AND EXTEND TO VZ781.
 - 6-INCH 5" AT INT. DIA. FOR FUTURE
 - FUTURE INTERCEPT, TO USE THE MARQUELLO.

MATCH LINE STA. 45+50
 SEE SHEET 6

MATCH LINE STA. 55+00
 SEE SHEET 7

FOR REFERENCE ONLY



DATE	APPROVED BY	DRAWN BY	CHECKED BY
12/11/03	J. A. WALLA		
PROJECT NO.	248108		
SHEET NO.	1		
DATE	12/11/03		
PROJECT	EDISON		
LOCATION	115 NICHOLAS RD		
CITY	BEAUMONT, TX		
COUNTY	HARRIS		
STATE	TX		
SCALE	1" = 50'		

UNDERGROUND SERVICE ALERT
 CALL 811
 OR VISIT
 WWW.811TX.COM
 24 HOURS A DAY
 EXCEPT HOLIDAYS

EDISON
 EDISON ELECTRIC INSTITUTE
 115 NICHOLAS RD
 BEAUMONT, TX 77705-2000
 TEL: 409-833-1111
 FAX: 409-833-1112
 WWW.EDISON-USA.COM

NOTE: SPECIAL ORDER 24-COR NEEDED
UNLESS OTHERWISE INDICATED

CD. P5742790 SLAB BOX

CONCRETE
 1- 4" MAX THICKNESS
 2- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 3- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 4- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 5- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 6- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 7- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 8- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 9- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 10- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 11- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
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 28- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 29- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 30- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP

PROTECTIVE BARRIERS
MAY BE REQUIRED.

CD. P5742789 SLAB BOX

CONCRETE
 1- 4" MAX THICKNESS
 2- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 3- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 4- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
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 28- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 29- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 30- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP

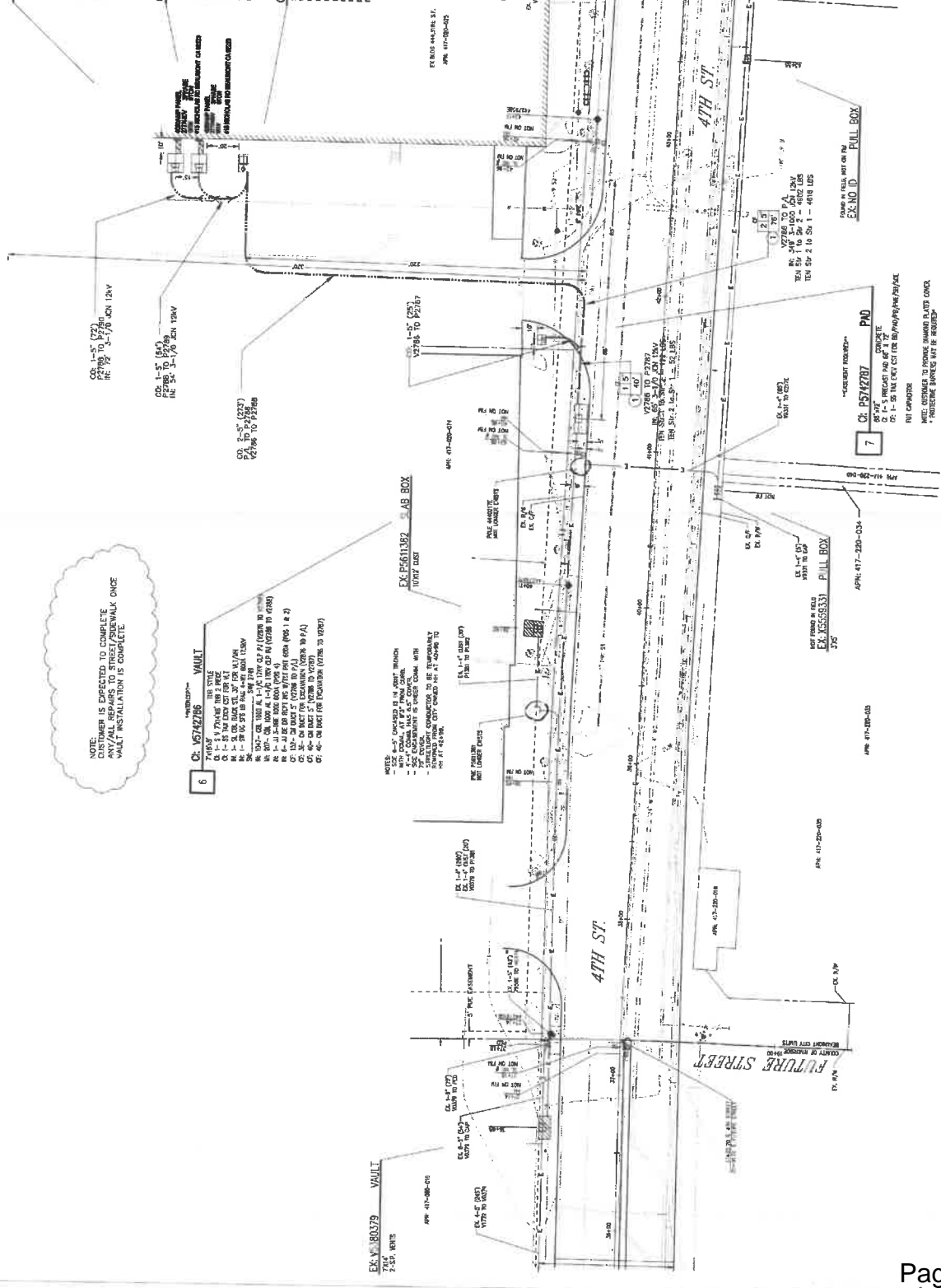
CD. P5742788

CONCRETE
 1- 4" MAX THICKNESS
 2- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 3- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 4- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 5- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 6- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 7- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 8- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 9- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 10- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
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 14- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 15- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
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 17- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
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 26- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 27- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 28- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 29- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP
 30- 1" MIN. PER FOOT DEPTH TO 4" IN 12" MAX SP

MAP LINE STA 45+50
SEE SHEET 3



PROJECT NO.	17-0000
DATE	08/10/2017
DRAWN BY	ALAN T. CARR
CHECKED BY	ALAN T. CARR
SCALE	1" = 40'
SHEET NO.	6
TOTAL SHEETS	6
PROJECT LOCATION	415 NICHOLS RD SALFORD, CA 92323
CLIENT	Edison Southern California Edison Company



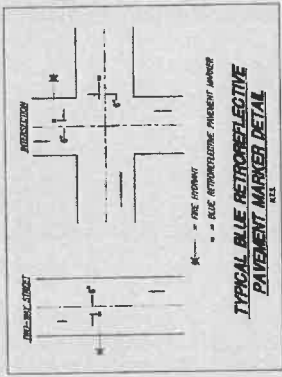
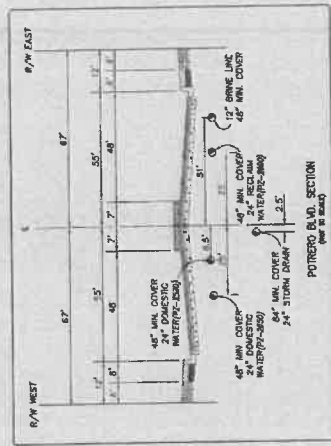
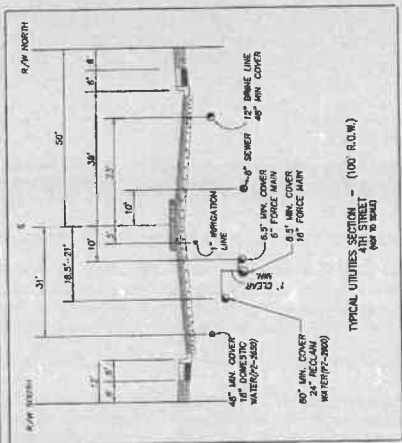
NOTE: CUSTOMER IS EXPECTED TO COMPLETE ALL REPAIRS TO STREET/SIDEWALK ONCE VAULT INSTALLATION IS COMPLETE

UNDERGROUND SERVICE ALERT
 DUG BY:
 DATE:
 TIME:
 LOCATION:
 PROJECT NO.:
 DRAWING NO.:

FOR REFERENCE ONLY

Attachment C

Potable Waterline and Reclaimed Waterline Improvement Plans



TYPICAL UTILITIES SECTION - (100' R.O.M.)
4TH STREET
(NOT TO SCALE)

POTRERO BLVD. SECTION
(NOT TO SCALE)

CONSTRUCTION NOTES

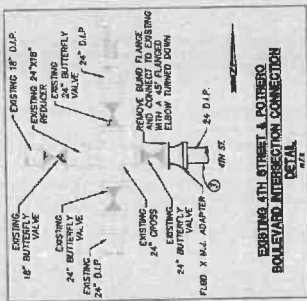
- 1) INSTALL 24\"/>
- 2) INSTALL 18\"/>
- 3) INSTALL 24\"/>
- 4) INSTALL 24\"/>
- 5) REMOVE EXISTING 24\"/>
- 6) REMOVE EXISTING 24\"/>
- 7) REMOVE EXISTING 18\"/>

QUANTITIES

- 27'W L.F.
- 1 EA.
- 2 EA.
- 3 EA.
- 2 EA.
- 2 EA.
- 1 EA.
- 1 EA.

LEGEND

- 8\"/>
- EXISTING WATER
- EXISTING SANITARY
- EXISTING 24\"/>
- EXISTING 18\"/>
- EXISTING 12\"/>
- CROSS WITH 4-INCHES
- WATER MAIN (OLD)
- BUTTERFLY VALVE-8BY
- FLUSH VALVE ASSEMBLY
- 48\"/>
- 1\"/>



EXISTING 4TH STREET & POTRERO
BOULEVARD INTERSECTION CONNECTION
DETAIL
(NOT TO SCALE)

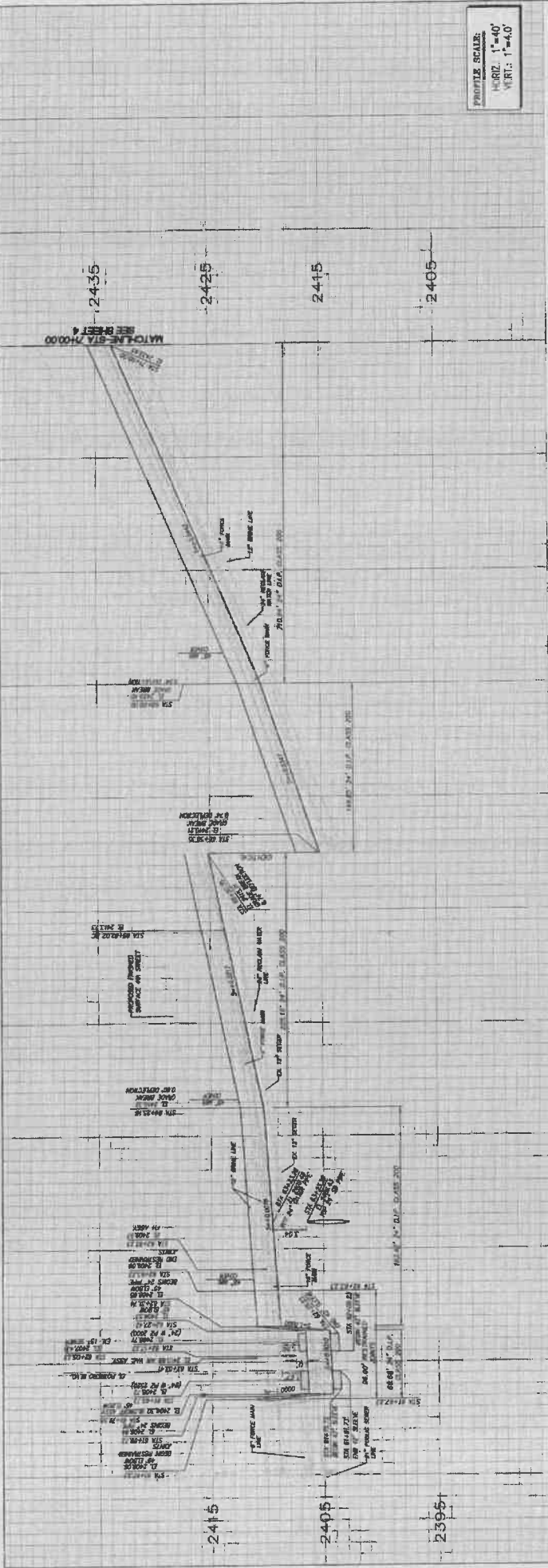
Underground Service Alert!
Call: TOLL FREE
1-800-227-2600
227-2600

Prepared by the office of
SPP Design Studio, Inc.
Engineering, Planning, Architecture
227-2600
227-2600

BASE OF BENCHMARKS
U.S.G. & S.S. BENCHMARK NO. 071 (REVERSE COUNTY DESIGNATION 860-99-00) 0.61 METERS WEST ALONG THE SOUTHERN END OF THE NORTHERLY LINE...
BENCHMARKS
U.S.G. & S.S. BENCHMARK NO. 071 (REVERSE COUNTY DESIGNATION 860-99-00) 0.61 METERS WEST ALONG THE SOUTHERN END OF THE NORTHERLY LINE...
U.S.G. & S.S. BENCHMARK NO. 071 (REVERSE COUNTY DESIGNATION 860-99-00) 0.61 METERS WEST ALONG THE SOUTHERN END OF THE NORTHERLY LINE...
U.S.G. & S.S. BENCHMARK NO. 071 (REVERSE COUNTY DESIGNATION 860-99-00) 0.61 METERS WEST ALONG THE SOUTHERN END OF THE NORTHERLY LINE...

BEAUMONT - CHICO VALLEY WATER DISTRICT
BEAUMONT, CALIFORNIA
DOMESTIC WATER IMPROVEMENT PLANS
4th STREET
DETAILS, CONSTRUCTION NOTES & QUANTITIES
DATE: 11-20-11
APPROVED BY: MARK B. SWANSON
DISTRICT PROPERTY ENGINEER
P.E. NO. 72538
PROJECT NO. 0810-20 DRAWN - 1070 ASD

GRAPHIC SCALE
1" = 40'
SHEET NO. 2
OF 3



CONSTRUCTION NOTES

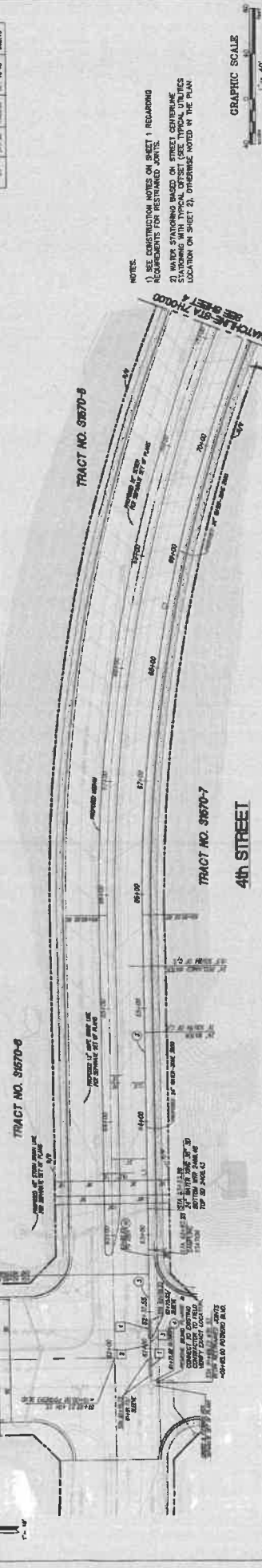
- INSTALL 24" D.I.P. PRESSURE CLASS 300 AND DRAINAGE FOR SLOPED
- INSTALL 8" RIGID POLYETHYLENE PIPE (RPE) 2'-0"
- INSTALL 8" RIGID POLYETHYLENE PIPE (RPE) 2'-0"
- INSTALL 8" RIGID POLYETHYLENE PIPE (RPE) 2'-0"
- INSTALL 1" DIAMETER SWAMPING STANDOFF FOR SLOPED, RATE NO. 1.

WATER LINE (PZ 2650)

STATION	INVERT	TOP OF PIPE	DEPTH OF PIPE
61+00.00	81.45	81.45	0.00
62+00.00	81.45	81.45	0.00
63+00.00	81.45	81.45	0.00
64+00.00	81.45	81.45	0.00
65+00.00	81.45	81.45	0.00
66+00.00	81.45	81.45	0.00
67+00.00	81.45	81.45	0.00
68+00.00	81.45	81.45	0.00
69+00.00	81.45	81.45	0.00
70+00.00	81.45	81.45	0.00
71+00.00	81.45	81.45	0.00

LINE / Length	Direction
L1 / 413.75'	AWP 19' 3.125"

Curve / Length	Radius	Delta	Offset	Backsight	Sight
C1 / 237.38'	1,000.00'	101° 19' 42.15"	18.115'		



GRAPHIC SCALE
1" = 40'

NOTES:
1) SEE CONSTRUCTION NOTES ON SHEET 1 REGARDING REQUIREMENTS FOR RESTRAINED JOINTS.
2) WATER STATIONING BASED ON STREET CENTERLINE STATIONING WITH TYPICAL OFFSET (SEE TYPICAL UTILITIES LOCATION ON SHEET 2). DIMENSIONS NOTED IN THE PLAN.

THE PLAN FOR CONCRETE WATER COVER APPROX. 6" DEEP

PROTRERO BLVD.
4TH STREET

TRACT NO. 31670-6
TRACT NO. 31670-7
TRACT NO. 31670-8

VALLEY WATER DISTRICT
BEAUMONT, CALIFORNIA

CITY OF BEAUMONT, CALIFORNIA
DOMESTIC WATER IMPROVEMENT PLANS

4TH STREET
PLAN & PROFILE

MARK S. SHAWSON
REGISTERED PROFESSIONAL ENGINEER
P.E. NO. 72338

STA. 61+25.25 TO STA. 71+00.00
SHEET NO. 3 OF 3

REVISIONS

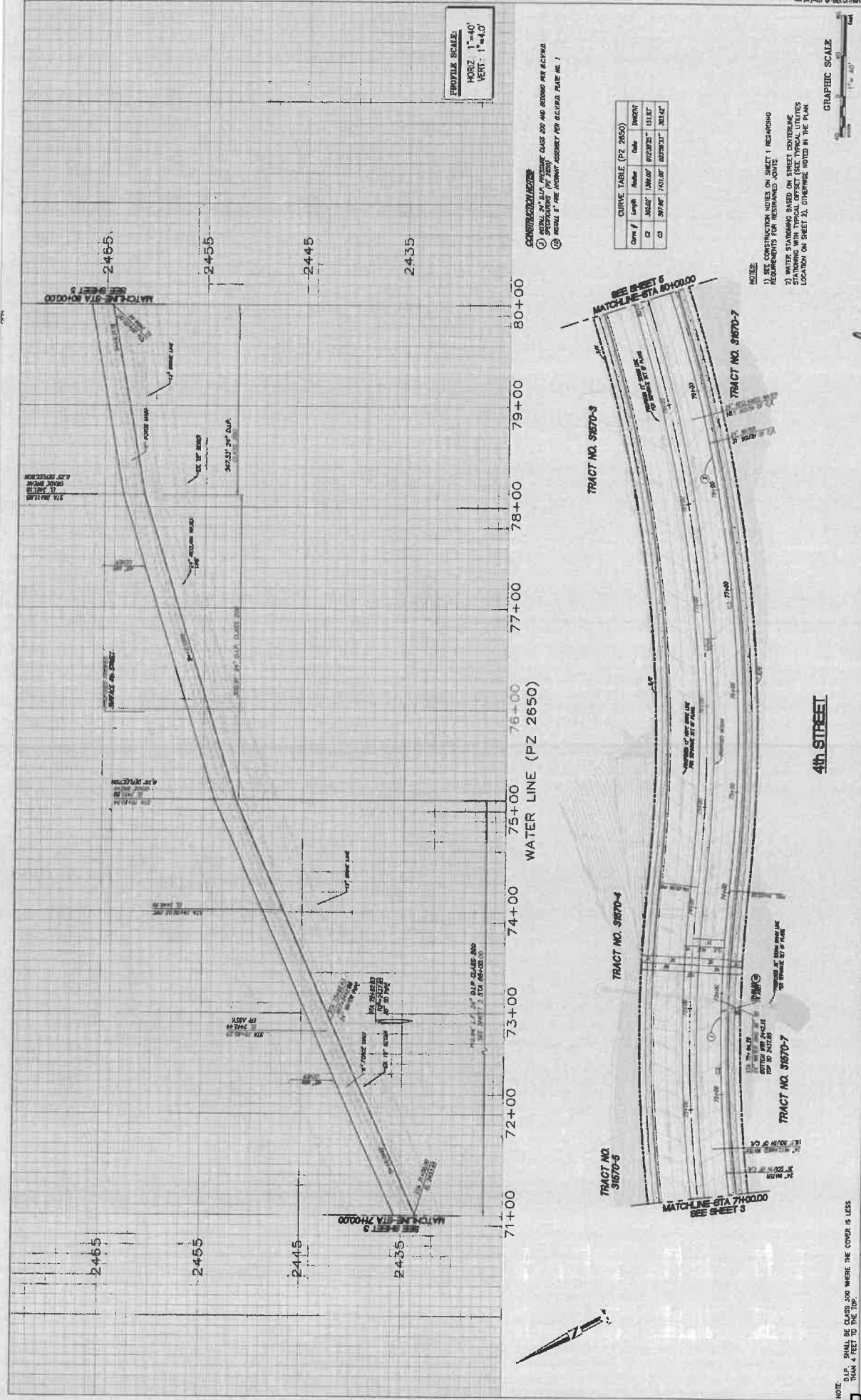
NO.	DATE	DESCRIPTION

BENCHMARK:
U.S.C. & G.S. BENCHMARK NO. 071 (INVERSO COUNTY OBSERVATION 803-94-80) 0.3 MILES WEST ALONG THE SOUTHERN BOUNDARY OF THE BEAUMONT DISTRICT, BEAUMONT, CALIFORNIA. BENCH MARK SET APPROXIMATELY IN THE CENTER OF THE SOUTHWEST CORNER OF THE SOUTHWEST TRACT 31670-8, BEAUMONT, CALIFORNIA. THE BENCH MARK IS APPROXIMATELY 1.5 FEET ABOVE THE GRADE OF THE TRACT AND IS APPROXIMATELY 1.5 FEET ABOVE THE GRADE OF THE TRACT. ELEVATION=2583.981 (NOTE: 2" DINA - 1970 FOLIO)

STATUS OF RECORDS:
THE BEAUMONT SHOWN AREAS ARE BASED UPON THE MOST RECENTLY RECORDED RECORDS OF THE COUNTY OF BEAUMONT, CALIFORNIA. THE RECORDS OF SAID COUNTY ARE FILED IN BOOK NO. 100, PAGE 100, BEAUMONT COUNTY, CALIFORNIA. THE RECORDS OF SAID COUNTY ARE FILED IN BOOK NO. 100, PAGE 100, BEAUMONT COUNTY, CALIFORNIA.

PREPARED BY:
SBD Design Studio, Inc.
1000 Main Street, Suite 100
Beaumont, CA 94705
Tel: (925) 762-1000
Fax: (925) 762-1001
www.sbd-design.com

UNDERGROUND SERVICE ALERT
Call TOLL FREE 1-800-227-2600
FOR WORKING DAYS BEFORE YOU DIG



PROFILE SCALE:
 HORIZ: 1"=40'
 VERT: 1"=4.0'

Curve f	Length	Radius	Chord	TANGENT
C1	2650.0'	1000.0'	1013.3'	1013.3'
C2	597.8'	147.0'	147.0'	301.4'

CONSTRUCTION NOTES:
 1) SEE CONSTRUCTION NOTES ON SHEET 1 REGARDING REQUIREMENTS FOR RESTRAINED JOINTS.
 2) WATER STATIONING BASED ON STREET CENTERLINE STATIONING WITH TYPICAL OFFSET (SEE TYPICAL UTILITIES LOCATION ON SHEET 2), OTHERWISE NOTED IN THE PLAN.

NOTES:
 1) SEE CONSTRUCTION NOTES ON SHEET 1 REGARDING REQUIREMENTS FOR RESTRAINED JOINTS.
 2) WATER STATIONING BASED ON STREET CENTERLINE STATIONING WITH TYPICAL OFFSET (SEE TYPICAL UTILITIES LOCATION ON SHEET 2), OTHERWISE NOTED IN THE PLAN.



THIS PLAN FOR DOMESTIC WATER IMPROVEMENT IS THE PROPERTY OF THE CITY OF BEAUMONT, CALIFORNIA.

CITY OF BEAUMONT, CALIFORNIA
 DOMESTIC WATER IMPROVEMENT PLANS
4th STREET

TRACT NO. 31670-3
 TRACT NO. 31670-4
 TRACT NO. 31670-5
 TRACT NO. 31670-6
 TRACT NO. 31670-7

WATER LINE (PZ 2650)

4th STREET

DATE: 04/21/15
 DRAWN BY: MARK B. SWANSON
 CHECKED BY: R.C.C. NO. 22312

PROJECT NO. 2074-1165
 SHEET NO. 4 OF 4

PLANS & PROFILES
 STA. 71+00.00 TO STA. 80+00.00

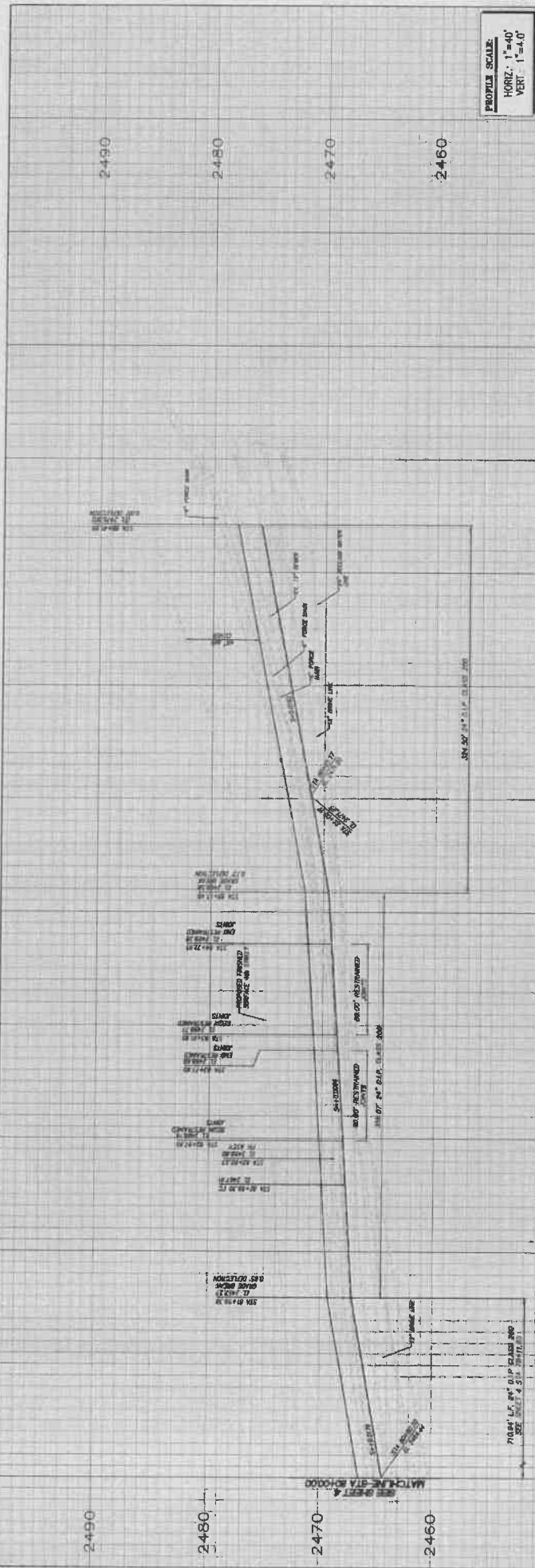
BEAUMONT-CHELSEA VALLEY WATER DISTRICT
 BEAUMONT, CALIFORNIA

RECORDERS:
 BEAUMONT COUNTY RECORDER: JAMES W. HARRIS
 BEAUMONT COUNTY RECORDER: JAMES W. HARRIS
 BEAUMONT COUNTY RECORDER: JAMES W. HARRIS

DESIGNED BY: SUD Design Studio, Inc.
 16000 Redwood Blvd., #100
 Redwood City, CA 94061
 (650) 961-1000
 www.sudstudio.com

NOTE: D.I.P. SHALL BE CLASS 500 WHERE THE COVER IS LESS THAN 4 FEET TO THE TOP.

Underground Service Alert
 Call: TOLL FREE 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG



PROFILE SCALE:
 HORIZ. 1"=40'
 VERT. 1"=4.0'

- CONSTRUCTION NOTES**
1. INSTALL 24" DIA. PRESSURE CLASS 300 AND BEDDING PER SDWA. (SEE SPEC. PZ 2650)
 2. INSTALL 24" DIA. TRENCH SHIELD PER SDWA. (SEE SPEC. PZ 2650)
 3. INSTALL 1" THE TRENCH SHIELD PER RECEIVED PLAN NO. 1
 4. INSTALL 24" DIA. 10' DIA. CURB
 5. INSTALL 24" DIA. CURB
 6. REPAIR EXISTING 24" DIA. OF AND CONCRETE TO EXISTING.

LINE TABLE (PZ 2650)

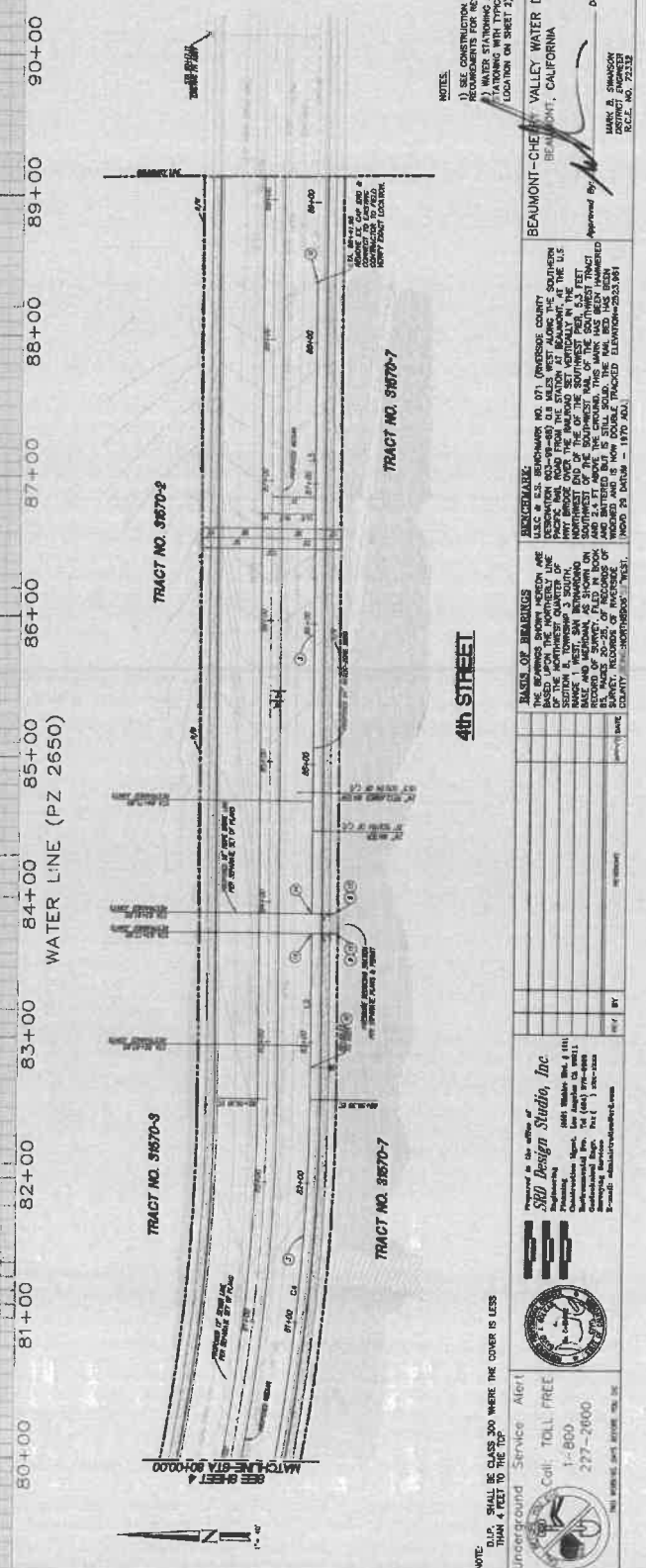
Line #	Length	Grade
1	116.0'	100' 19' 0.00%
2	18.0'	100' 40' 36.00%
3	18.0'	100' 40' 36.00%
4	18.0'	100' 40' 36.00%
5	18.0'	100' 19' 0.00%

CURVE TABLE (PZ 2650)

Curve #	Length	Radius	Grade	Grade	Grade
1	258.3'	101.00'	0.00%	1.00%	1.00%

GRAPHIC SCALE
 1" = 40'

NOTES:
 1. SEE CONSTRUCTION NOTES ON SHEET 1 REGARDING WATER STATIONING BASED ON STREET CENTERLINE LOCATION ON SHEET 2. OTHERWISE, REFER TO SHEET 2 FOR EXACT WATER STATIONING AND OFFSETS.
 2. CITY OF BEAUMONT, CALIFORNIA
 DOMESTIC WATER IMPROVEMENT PLANS
 4th STREET
 PLAN & PROFILE
 SIZE: 80x100.00 TO 50x 80x11.05



BEAUMONT-CHEVY VALLEY WATER DISTRICT
 BEAUMONT, CALIFORNIA
 Approved by: _____
 Date: 1-25-14
 MARK A. SHAWSON
 P.E. NO. 22132

RECORDS SECTION
 BEAUMONT-CHEVY VALLEY WATER DISTRICT
 1500 S. MAIN ST., BEAUMONT, CA 94705
 TEL: (707) 755-1234
 FAX: (707) 755-1235

RECORDS SECTION
 BEAUMONT-CHEVY VALLEY WATER DISTRICT
 1500 S. MAIN ST., BEAUMONT, CA 94705
 TEL: (707) 755-1234
 FAX: (707) 755-1235

RECORDS SECTION
 BEAUMONT-CHEVY VALLEY WATER DISTRICT
 1500 S. MAIN ST., BEAUMONT, CA 94705
 TEL: (707) 755-1234
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 BEAUMONT-CHEVY VALLEY WATER DISTRICT
 1500 S. MAIN ST., BEAUMONT, CA 94705
 TEL: (707) 755-1234
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RECORDS SECTION
 BEAUMONT-CHEVY VALLEY WATER DISTRICT
 1500 S. MAIN ST., BEAUMONT, CA 94705
 TEL: (707) 755-1234
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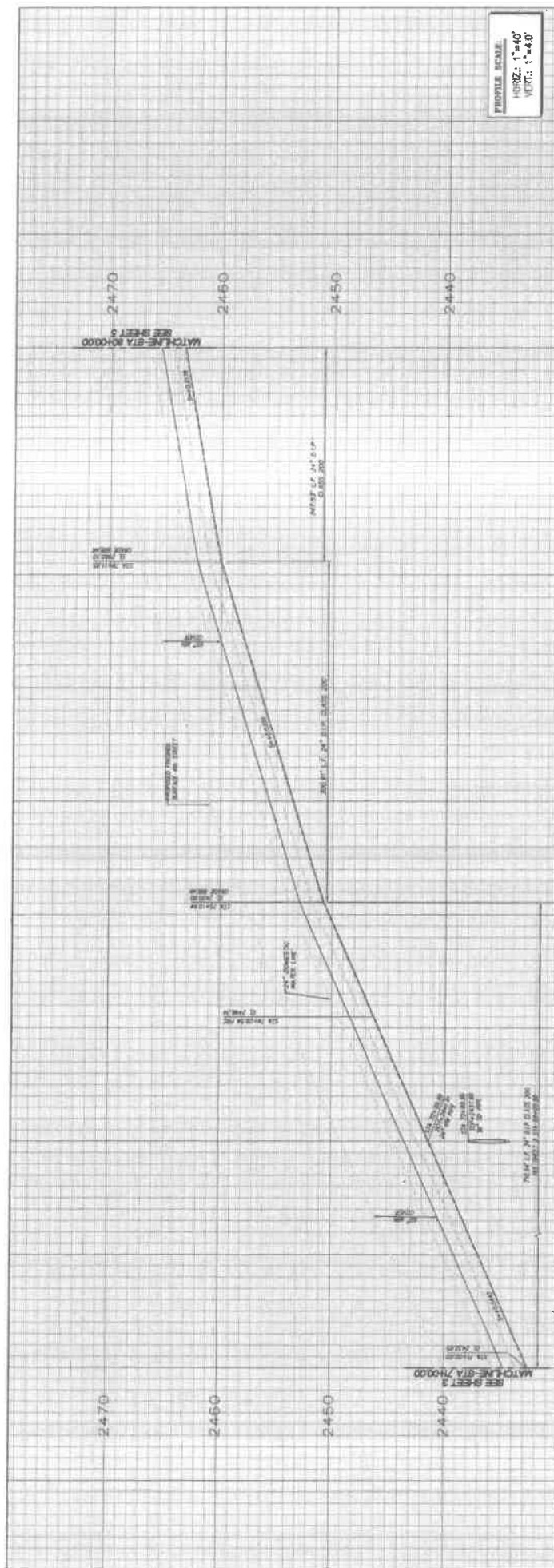
RECORDS SECTION
 BEAUMONT-CHEVY VALLEY WATER DISTRICT
 1500 S. MAIN ST., BEAUMONT, CA 94705
 TEL: (707) 755-1234
 FAX: (707) 755-1235

RECORDS SECTION
 BEAUMONT-CHEVY VALLEY WATER DISTRICT
 1500 S. MAIN ST., BEAUMONT, CA 94705
 TEL: (707) 755-1234
 FAX: (707) 755-1235

NOTE: ALL SHALL BE CLASS 300 WHERE THE COVER IS LESS THAN 4 FEET TO THE TOP.

Prepared in the office of
SBD Design Studio, Inc
 1600 Valley Blvd. # 1111
 Brea, CA 92610
 (714) 992-1111
 www.sbd-design.com

Unconformable Service Alert
 Toll: FREE
 1-800-277-1000



71+00 72+00 73+00 74+00 75+00 76+00 77+00 78+00 79+00 80+00

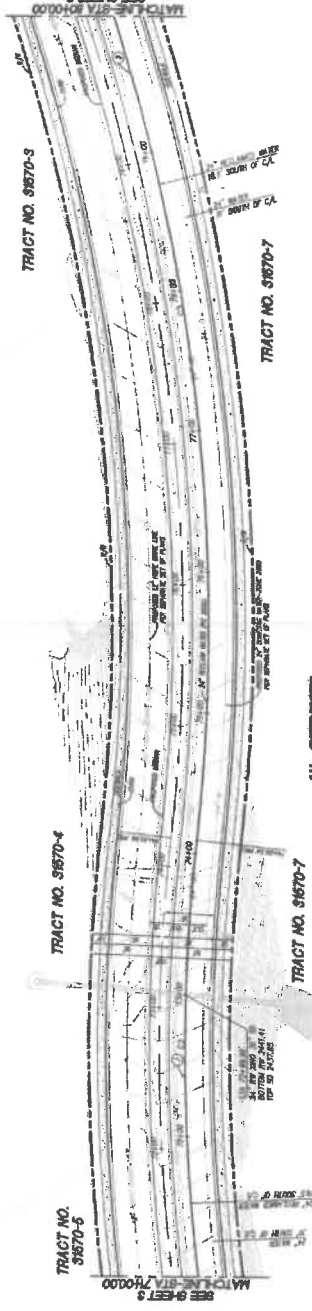
RECYCLED WATER LINE (PZ 2600)

PROFILE SCALE
 HORIZ: 1"=40'
 VERT: 1"=4.0'

CONSTRUCTION NOTES
 1) INSTALL AT 24" DIA. PROPOSED CLASS 300 AND RECORD FOR RECORDING SPECIFICATIONS (PZ 2600)

Curve /	Length	Begin	End	Station
C1	185.00'	71.00	73.00	72.00
C2	185.00'	73.00	75.00	74.00
C3	185.00'	75.00	77.00	76.00

- NOTES
- SEE CONSTRUCTION NOTES ON SHEET 1 REGARDING REQUIREMENTS FOR RESTRAINED JOINTS.
 - WATER STATIONING BASED ON STREET CENTERLINE STATIONING WITH TYPICAL OFFSET (SEE TYPICAL UTILITIES LOCATION ON SHEET 2). OTHERWISE NOTED IN THE PLAN.
- GRAPHIC SCALE
 1" = 10'



BEAUMONT-CHERRY VALLEY WATER DISTRICT
 BEAUMONT, CALIFORNIA

UNDERGROUND SERVICE ALERT
 Call: TOLL FREE 1-800-227-2800
 TWO MINUTE STOP SERVICE YOU DESERVE

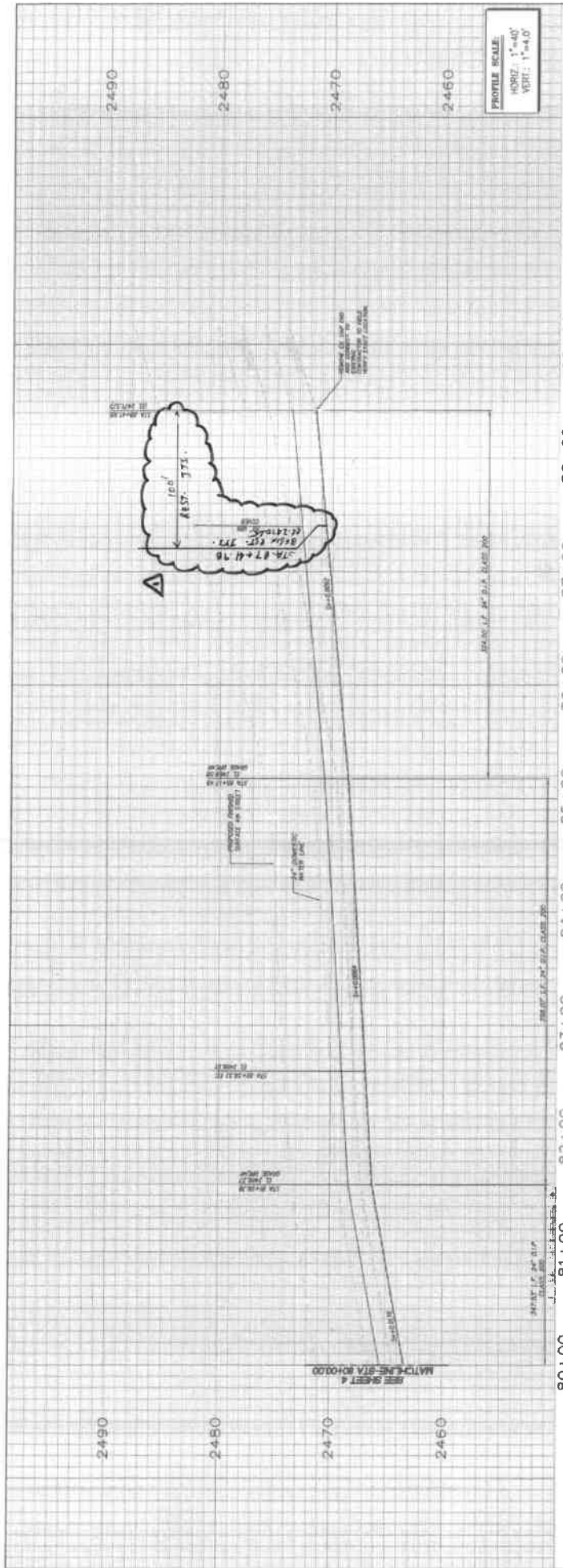
Approved by the office of:
SFD Design Studio, Inc.
 2480 W. 10TH STREET, SUITE 200
 BERKELEY, CA 94710
 (415) 841-4444
 www.sfdstudio.com

CITY OF BEAUMONT, CALIFORNIA
 RECYCLED WATER IMPROVEMENT PLANS
4TH STREET
 PLAN & PROFILE
 STA. 71+00.00 TO 80+00.00

DATE: 08/20/18
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

MARK S. SWANSON
 DISTRICT ENGINEER
 P.E., NO. 75332

Drawing No.: 2018-1108
 Job No.: 2018-1108
 Sheet No.: 4 of 32



80+00 81+00 82+00 83+00 84+00 85+00 86+00 87+00 88+00 89+00 90+00

RECYCLED WATER LINE (PZ 2600)

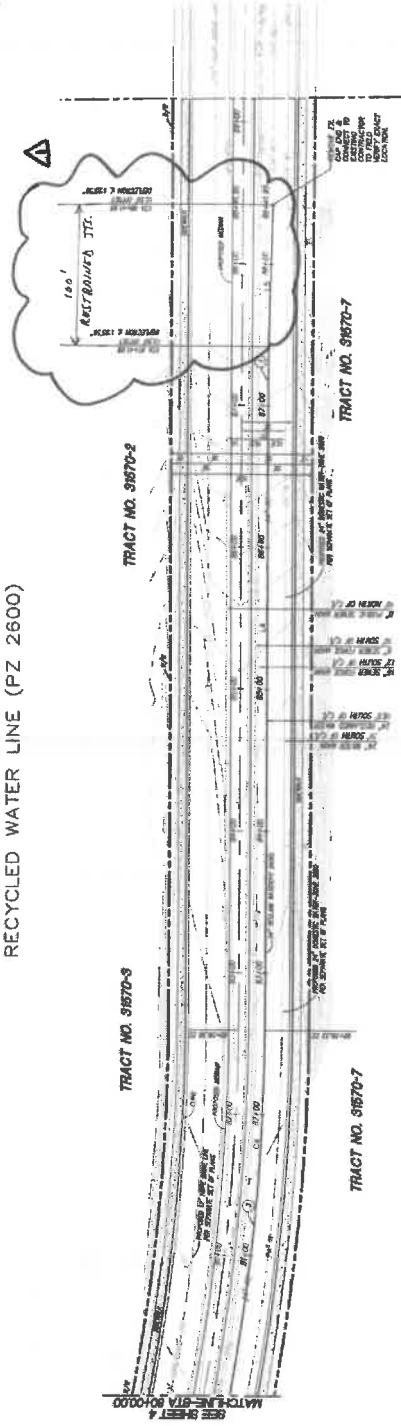
PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4.0'

CONSTRUCTION NOTES
 1) SEE CONSTRUCTION NOTES ON SHEET 1 REGARDING REQUIREMENTS FOR RESTRAINED JOINTS.
 2) WATER STATIONING BASED ON STREET CENTERLINE STATIONING WITH TYPICAL OFFSET (SEE TYPICAL UTILITIES LOCATION ON SHEET 2). INCREASE WORD IN THE PLAN.

Line	Length	Function
L4	482.85'	100' W/ 45° SLOPE
L5	100.00'	100' W/ 45° SLOPE

Curve	Length	Radius	Delta	PI	PC	PT
C1	286.64'	1118.20'	0173.74°	126.76'		

NOTES:
 1) SEE CONSTRUCTION NOTES ON SHEET 1 REGARDING REQUIREMENTS FOR RESTRAINED JOINTS.
 2) WATER STATIONING BASED ON STREET CENTERLINE STATIONING WITH TYPICAL OFFSET (SEE TYPICAL UTILITIES LOCATION ON SHEET 2). INCREASE WORD IN THE PLAN.
 GRAPEVINE SCALE: 1"=40'



BEAUMONT-CITY VALLEY WATER DISTRICT
 BEAUMONT, CALIFORNIA
 RECYCLED WATER IMPROVEMENT PLANS
 4th STREET
 PLAN & PROFILE
 576-86-00269 TO 576-86-04185

DATE: 01/11/11
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT ENGINEER: [Signature]
 P.E. NO. 75332

BENCHMARK
 U.S.C. & G.S. BENCHMARK NO. 071 (MONROE COUNTY)
 BEAUMONT 803-375-0000 (3 MILES WEST ALONG THE SOUTHERN
 BOUNDARY OF THE PROPERTY LINE
 SECTION 6, TOWNSHIP 3 SOUTH,
 RANGE 10 EAST, BEAUMONT AS SHOWN ON
 THE PLAT OF THE SOUTHWEST 1/4 OF THE SOUTHWEST TRACT
 AND BATTERED BUT IS STILL VALID. THE OLD WAS
 MODIFIED AND IS NOW DOUBLE TRACHED. ELEVATION=2523.381
 DATE: 07/20/04 - 1970 DATE

RANGE OF BEARINGS
 THE BEARINGS SHOWN HEREON ARE
 BASED UPON THE PROPERTY LINE
 SECTION 6, TOWNSHIP 3 SOUTH,
 RANGE 10 EAST, BEAUMONT AS SHOWN ON
 THE PLAT OF THE SOUTHWEST 1/4 OF THE SOUTHWEST TRACT
 AND BATTERED BUT IS STILL VALID. THE OLD WAS
 MODIFIED AND IS NOW DOUBLE TRACHED. ELEVATION=2523.381
 DATE: 07/20/04 - 1970 DATE

Project in the office of
SWD Design Studio, Inc.
 1000 Weber Ave. # 201
 Beaumont, Texas 77705
 (409) 833-2000
 Fax: (409) 833-2000
 E-mail: info@swdinc.com

Underground Service Alert
 Call: TOLL FREE
 1-800-227-2600
 FOR MORE INFO VISIT US AT
 www.undergroundalert.com

Staff Report

TO: Mayor and City Council Members

FROM: Christina Taylor, Community Development Director

DATE: May 7, 2019

SUBJECT: Waive the Full Reading and Adopt “An Ordinance of the City Council of the City of Beaumont, California, Amending Table 17.03-3 ‘Permitted Uses in Base Zone District’ and Table 17.03-4 ‘Permitted Uses in Overlay Zone Districts’ within Chapter 17, ‘Zoning’ of the Beaumont Municipal Code”

Background and Analysis:

Municipal Code Chapter 17.03.120 of the City of Beaumont includes Table 17.03-3 for Permitted Uses in Base Zone Districts and municipal code chapter 17.03.150 includes Table 17.03-4 for Permitted Uses of Overlay Zone Districts. The purpose of these tables and the zoning code is to regulate uses throughout the City and ensure compatibility in and among zones.

The municipal code business license section provides a path to licensure for a massage establishment however the zoning code is silent on where these facilities can be located. As a result, staff has prepared this amendment to Title 17 Zoning, Tables 17.03-3 and 17.03-4. The proposed amendment adds massage establishments to the use tables in certain zoning districts as shown below, subject to conditional use permit approval by the Planning Commission. Massage establishments will still be subject to all licensing regulations required by Chapter 5.44 of the City’s municipal code.

Table 17.03-3									
Permitted Land Uses For Base Zone Districts									
	RC	PF	RR	RSF	RMF	CG	CC	M	CM
Massage Establishment	N	N	N	N	N	C	C	N	N

Table 17.03-4			
Permitted Land Uses For Overlay Zone Districts (continued)			
	6th St Overlay	Beaumont Ave. Overlay	Urban Village Overlay
Massage Establishments	C	C	C

In an effort to determine the best approach to siting and permitting massage establishments, staff has researched how other cities regulate them. Staff found that in addition to business license regulations, most allow massage establishments in commercial zones with conditional use permit approval. The conditional use permit process allows conditions of approval to be crafted based the nature of the operation and compatibility with surrounding uses. Staff feels the identified areas would be the most appropriate for massage establishments.

The proposed ordinance was heard by the Planning Commission on February 26, 2019, and was presented to City Council on March 19, 2019, and April 16, 2019.

To approve a zoning text amendment, Municipal Code Chapter 17.020.080 (I) requires the following findings to be made:

1. That the proposed change of zone or zoning ordinance text amendment is consistent with the goals, policies, and objectives of the General Plan; and

The proposed zoning ordinance text amendment is consistent with the goals, policies and objectives of the General Plan because amending the Zoning Code to include uses previously unincorporated is part of the comprehensive planning process. Allowing for a variety of uses in the commercial zones works toward expanding the City's commercial base. The proposed process will allow for analysis of the use and its compatibility with surrounding properties and uses.

2. That the proposed change of zone or zoning ordinance text amendment will not adversely affect surrounding properties; and

The proposed zoning ordinance text amendments will not adversely affect surrounding properties because the amendment is requiring conditional use permit approval. This process provides for review and analysis of a proposed use in relationship to the surrounding properties and uses. Additionally, the conditional use permit process requires a public hearing and provides the opportunity for the public to comment.

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

The proposed change of zone or zoning ordinance text amendment promotes public health, safety, and general welfare and serves the goals and purposes of this zoning ordinance because it provides the opportunity for review and analysis of a project to ensure the use can comply with the operational requirements of each department and oversight body.

Each of the findings are in italics above and each can be made in a positive manner.

Fiscal impact:

The cost of preparing the staff report is estimated to be \$200.

Finance Director Review: 

Recommendation:

1. Waive the full reading and adopt an "Ordinance of the City Council of the City of Beaumont, California Amending Table 17.03-3 'Permitted Uses for Base Zone Districts' and Table 17.03-4 'Permitted Uses for Overlay Zone Districts' within Chapter 17 'Zoning' of the Beaumont Municipal Code."

City Manager Review: 

Attachments:

- A. Proposed Ordinance

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF BEAUMONT, CALIFORNIA
AMENDING TABLE 17.03-3 “PERMITTED USES FOR BASE ZONE DISTRICTS”
AND
TABLE 17.03-4 “PERMITTED USES FOR OVERLAY ZONE DISTRICTS”
WITHIN CHAPTER 17, “ZONING”
OF THE BEAUMONT MUNICIPAL CODE**

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

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

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

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

SECTION 4. The City Council hereby amends Title 17, Table 17.03-3, entitled “Permitted Uses for Base Zone Districts” to the Beaumont Municipal Code, to add Massage Establishments to the table to read as follows.

Table 17.03-3 Permitted Land Uses For Base Zone Districts									
	RC	PF	RR	RSF	RMF	CG	CC	M	CM
Massage Establishment	N	N	N	N	N	C	C	N	N

SECTION 5. The City Council hereby amends Title 17, Table 17.03-4, entitled “Permitted Uses for Overlay Zone Districts” to the Beaumont Municipal Code, to add to the table Massage Establishments to read as follows.

Table 17.03-4 Permitted Land Uses For Overlay Zone Districts (continued)			
	6th St Overlay	Beaumont Ave. Overlay	Urban Village Overlay
Massage Establishments	C	C	C

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

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

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

AYES:
NOES
ABSENT
ABSTAIN

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

AYES:
NOES:
ABSENT:
ABSTAIN:

Julio Martinez, Mayor

Attest: _____
City Clerk

Approved as to form:

John O. Pinkney, City Attorney

Staff Report

TO: Mayor and City Council Members
 FROM: Melana Taylor, Director of Finance
 DATE: May 7, 2019
 SUBJECT: February 2019 Financial Reports

Background and Analysis:

The February 2019 Monthly Financial Reports are attached for review, as follows:

1. General Fund (summary level) – Actual versus Budget, current month and year to date
2. General Fund (summary level) – current versus Prior Year, current month and year to date
3. Waste Water Fund (summary level) – Actual versus Budget, current month and year to date
4. Waste Water Fund (summary level) – Current versus Prior Year, current month and year to date

These financial reports were provided to the Finance and Audit Committee at their meeting on April 1, 2019.

The February financials should result in 33.3% of the budget remaining. Because the budget to actual variances can be deceiving, please note the following:

Revenues	Actual greater than Budget	Positive Overall Effect
	Actual less than Budget	Negative Overall Effect
Expenses	Actual greater than Budget	Negative Overall Effect
	Actual less than Budget	Positive Overall Effect

Bank reconciliations are completed as follows:

Pooled Cash (Citibank)	thru 4/10/19
Bank of Hemet:	
Payroll	thru 3/31/19
Gas Tax	thru 3/31/19
Workers Comp	thru 3/31/19
Seizure/Evidence	thru 3/31/19
Construction	thru 3/31/19
Trustee Accounts	thru 3/31/19
LAIF	thru 3/31/19

Fiscal Impact:

None.

Finance Director Review:



Recommendation:

Receive and file.

City Manager Review:



Attachments:

- A. February 2019 monthly financial reports.

Exhibit A



City of Beaumont, CA

PRELIMINARY

GENERAL FUND
Income Statement - Budget to Actual
For the Eight Months and Year to Date 02/28/2019

	Current Total Budget	February 2019 Activity	Year to Date Activity	Variance Favorable (Unfavorable)	% Remaining	FY18-19 Projection
REVENUES						
40 - TAXES	16,980,867.00	3,962,026.84	9,640,489.48	(7,340,377.52)	-43.23%	16,980,867.00
41 - LICENSES	212,100.00	5,748.47	92,140.46	(119,959.54)	-56.56%	212,100.00
42 - PERMITS	5,397,170.00	233,280.84	3,822,892.10	(1,574,277.90)	-29.17%	5,397,170.00
45 - INTERGOVERNMENTAL	21,288.00	0.00	29,318.92	8,030.92	37.73%	21,288.00
47 - CHARGES FOR SERVICE	7,702,800.00	398,414.37	5,052,659.45	(2,650,140.55)	-34.40%	7,702,800.00
50 - FINES AND FORFEITURES	110,000.00	11,003.30	52,009.53	(57,990.47)	-52.72%	110,000.00
53 - COST RECOVERY	0.00	37,427.87	311,325.61	311,325.61	0.00%	0.00
54 - MISCELLANEOUS REVENUES	22,500.00	4,187.27	12,945.88	(9,554.12)	-42.46%	22,500.00
58- OTHER FINANCING SOURCES	0.00	0.00	24,149.04	24,149.04	0.00%	0.00
TOTAL REVENUES	30,446,725.00	4,652,088.96	19,037,930.47	(11,408,794.53)	-37.5%	30,446,725.00
EXPENSES						
60 - PERSONNEL SERVICES	17,314,871.00	1,266,388.26	10,602,730.51	6,712,140.49	38.8%	17,314,871.00
65 - OPERATING COSTS	17,335,227.40	722,644.26	9,035,849.94	8,299,377.46	47.9%	17,335,227.40
70 - CAPITAL IMPROVEMENTS	1,029,371.60	3,194.31	237,780.55	791,591.05	76.9%	1,029,371.60
TOTAL EXPENSES	35,679,470.00	1,992,226.83	19,876,361.00	15,803,109.00	44.3%	35,679,470.00
TRANSFERS						
90 - TRANSFERS	5,232,745.00	0.00	(226,987.47)	(5,459,732.47)	-104.3%	5,232,745.00
NET CHANGE	0.00	2,659,862.13	(1,065,418.00)	(1,065,418.00)	0.0%	0.00
FY18-19 PROJECTED NET CHANGE	-					



City of Beaumont, CA

PRELIMINARY

GENERAL FUND
Comparative Income Statement
For the Eight Months and Year to Date 02/28/2018 and 2019

	2017-2018 February 2018	2018-2019 February 2019	February Activity Favorable / (Unfavorable)	Variance %	2017-2018 Year to Date Activity	2018-2019 Year to Date Activity	YTD Variance Favorable / (Unfavorable)	Variance %
REVENUES								
40 - TAXES	2,735,567.81	3,962,026.84	1,226,459.03	44.83%	8,925,641.80	9,640,489.48	714,847.68	8.01%
41 - LICENSES	3,050.00	5,748.47	2,698.47	88.47%	57,209.57	92,140.46	34,930.89	61.06%
42 - PERMITS	182,065.27	233,280.84	51,215.57	28.13%	2,300,438.30	3,822,892.10	1,522,453.80	66.18%
45 - INTERGOVERNMENTAL	0.00	0.00	0.00	0.00%	7,288.01	29,318.92	22,030.91	302.29%
47 - CHARGES FOR SERVICE	346,668.70	398,414.37	51,745.67	14.93%	5,210,282.69	5,052,659.45	(157,623.24)	-3.03%
50 - FINES AND FORFEITURES	7,333.21	11,003.30	3,670.09	50.05%	50,062.88	52,009.53	1,946.65	3.89%
53 - COST RECOVERY	7,825.60	37,427.87	29,602.27	378.27%	229,810.89	311,325.61	81,514.72	35.47%
54 - MISCELLANEOUS REVENUES	6,261.66	4,187.27	(2,074.39)	-33.13%	22,485.03	12,945.88	(9,539.15)	-42.42%
58 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00%	0.00	24,149.04	24,149.04	0.00%
TOTAL REVENUES	3,288,772.25	4,652,088.96	1,363,316.71	41.45%	16,803,219.17	19,037,930.47	2,234,711.30	13.30%
EXPENSES								
60 - PERSONNEL SERVICES	1,209,036.71	1,266,388.26	(57,351.55)	-4.74%	8,919,940.53	10,602,730.51	(1,682,789.98)	-18.87%
65 - OPERATING COSTS	810,730.40	722,644.26	88,086.14	10.87%	8,605,383.84	9,035,849.94	(430,466.10)	-5.00%
70 - CAPITAL IMPROVEMENTS	51,904.30	3,194.31	48,709.99	93.85%	505,114.75	237,780.55	267,334.20	52.93%
TOTAL EXPENSES	2,071,671.41	1,992,226.83	79,444.58	3.83%	18,030,439.12	19,876,361.00	(1,845,921.88)	-10.24%
TRANSFERS								
90 - TRANSFERS	-	-	-	0.00%	(4,611.11)	(226,987.47)	(222,376.36)	-4822.62%
NET CHANGE	1,217,100.84	2,659,862.13	1,442,761.29	118.54%	(1,231,831.06)	(1,065,418.00)	166,413.06	13.51%



City of Beaumont, CA

PRELIMINARY

WASTE WATER FUNDS
Income Statement - Budget to Actual
For the Eight Months and Year to Date 2/28/2019

	Current Total Budget	February 2019 Activity	Year to Date Activity	Variance Favorable (Unfavorable)	% Remaining	FY18-19 Projection
REVENUES						
47 - CHARGES FOR SERVICE	2,050,000.00	74,620.00	2,411,350.62	361,350.62	17.6%	2,050,000.00
50 - FINES AND FORFEITURES	0.00	5,000.00	8,500.00	8,500.00	0.0%	0.00
54 - MISCELLANEOUS REVENUES	0.00	166,903.57	498,325.19	498,325.19	0.0%	0.00
56 - PROPRIETARY REVENUES	8,810,000.00	(2,454.90)	4,445,383.10	(4,364,616.90)	-49.5%	8,810,000.00
58 - OTHER FINANCING SOURCES	90,000,000.00	0.00	8,896,465.88	(81,103,534.12)	-90.1%	90,000,000.00
TOTAL REVENUES	100,860,000.00	244,068.67	16,260,024.79	(84,599,975.21)	-83.9%	100,860,000.00
EXPENSES						
60 - PERSONNEL SERVICES	1,155,764.00	57,377.21	394,445.66	761,318.34	65.9%	1,155,764.00
65 - OPERATING COSTS	7,141,120.00	453,312.16	2,958,090.34	4,183,029.66	58.6%	7,141,120.00
70 - CAPITAL IMPROVEMENTS	87,289,750.00	1,579,119.75	5,779,538.89	81,510,211.11	93.4%	87,289,750.00
TOTAL EXPENSES	95,586,634.00	2,089,809.12	9,132,074.89	86,454,559.11	90.4%	95,586,634.00
TRANSFERS						
90 - TRANSFERS	50,000.00	-	3,136,047.00	3,086,047.00	6172.1%	50,000.00
NET CHANGE	5,323,366.00	(1,845,740.45)	10,263,996.90	4,940,630.90	92.8%	5,323,366.00
FY18-19 PROJECTED NET CHANGE	5,323,366.00					



City of Beaumont, CA

PRELIMINARY

WASTE WATER FUNDS
 Comparative Income Statement
 For the Eight Months and Year to Date 02/28/2018 and 2019

	2017-2018 February 2018	2018-2019 February 2019	February Activity Favorable / (Unfavorable)	Variance %	2017-2018 Year to Date Activity	2018-2019 Year to Date Activity	YTD Variance Favorable / (Unfavorable)	Variance %
REVENUES								
47 - CHARGES FOR SERVICE	64,442.28	74,620.00	10,177.72	15.79%	1,035,168.85	2,411,350.62	1,376,181.77	132.94%
50 - FINES AND FORFEITURES	0.00	5,000.00	5,000.00	0.00%	4,698.52	8,500.00	3,801.48	80.91%
54 - MISCELLANEOUS REVENUES	0.00	166,903.57	166,903.57	0.00%	0.00	498,325.19	498,325.19	0.00%
56 - PROPRIETARY REVENUES	(1,059.42)	(2,454.90)	(1,395.48)	131.72%	5,349,189.40	4,445,383.10	(903,806.30)	-16.90%
58 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00%	0.00	8,896,465.88	8,896,465.88	0.00%
TOTAL REVENUES	63,382.86	244,068.67	180,685.81	285.07%	6,389,056.77	16,260,024.79	9,870,968.02	154.50%
EXPENSES								
60 - PERSONNEL SERVICES	29,514.39	57,377.21	(27,862.82)	-94.40%	151,999.01	394,445.66	(242,446.65)	-159.51%
65 - OPERATING COSTS	421,195.28	453,312.16	(32,116.88)	-7.63%	3,745,476.94	2,958,090.34	787,386.60	21.02%
70 - CAPITAL IMPROVEMENTS	45,365.18	1,579,119.75	(1,533,754.57)	-3380.91%	184,203.11	5,779,538.89	(5,595,335.78)	-3037.59%
TOTAL EXPENSES	496,074.85	2,089,809.12	(1,593,734.27)	-321.27%	4,081,679.06	9,132,074.89	(5,050,395.83)	-123.73%
TRANSFERS								
90 - TRANSFERS	778,220.75	-	(778,220.75)	-100.00%	1,303,220.75	3,136,047.00	1,832,826.25	140.64%
NET CHANGE	345,528.76	(1,845,740.45)	(2,191,269.21)	-634.18%	3,610,598.46	10,263,996.90	6,653,398.44	184.27%

Staff Report

TO: Mayor and City Council Members
FROM: Sean Thuilliez, Chief of Police
DATE: May 7, 2019
SUBJECT: Introduction of Ordinance to Amend Municipal Code Chapters 5.62 and 5.70

Background and Analysis:

The City and its residents have made clear that the dispensing, cultivation, manufacture, transportation, and distribution of marijuana and marijuana products throughout the City has a significant impact on the public health, safety, and welfare, including creating increased crime, and energy consumption, nuisance activity such as loitering and criminal activity in business and residential districts, among other things. Based on the experiences of this and other cities, these negative effects on the public health, safety, and welfare are likely to occur, and continue to occur, in the City due to the establishment and operation of commercial marijuana activities.

In light of these findings, the current City code places a total ban on commercial marijuana activities, as defined, within the City, pursuant to California Business and Professions Code Section 26200, which allows local jurisdictions to regulate and/or ban marijuana businesses. However, under California Business and Professions Code Section 26090, a local jurisdiction cannot prevent delivery of marijuana or marijuana products on public roads by a California cannabis licensee acting in compliance with California state laws. Thus, to the extent the City code bans delivery entirely, the City Council is obligated to update its ordinance to reflect the State's prohibition on such ban.

Importantly, while prohibiting a local jurisdiction from prohibiting delivery on public roads, the Bureau of Cannabis Control ("Bureau") has already enacted regulations related to the delivery of marijuana throughout the State. By way of example, all delivery employees must be at least 21 years of age; delivery must be made to a physical address in California; the delivery employee may not deliver to an address located on publicly owned land or any address on land or in a building leased by a public agency; the delivery employee may not deliver to a school (grades K through 12), a day care center or youth center; etc. Relevant provisions of the Bureau regulations are attached as Attachment "B."

In light of the above, the proposed ordinance does the following, as relevant:

- 1) Reaffirms the City's position that commercial marijuana activity is prohibited to the fullest extent permitted by law;
- 2) Clarifies that delivery of marijuana in the City is only authorized to the extent permitted and required by, and in strict compliance with, State law;
- 3) Confirms that fixed storefront and non-storefront retail businesses are prohibited from operating a physical location within the City;
- 4) Provides that delivery may only be conducted upon the application, approval and issuance of a City business license; and
- 5) Provides that, in the event the State changes or enacts any law or regulations permitting a local jurisdiction to completely prohibit delivery, that such delivery shall be prohibited.

Fiscal Impact:

There are no anticipated financial impacts associated with the adoption of this ordinance amendment.

Finance Director Review: 

Recommendation:

1. Hold a Public Hearing; and
2. Waive the full reading and approve the first introduction by title only, "An Ordinance of the City of Beaumont Amending Title 5, Chapter 5.62 of the City of Beaumont Municipal Code to Regulate the Personal, Medical, and Commercial Use of Marijuana; And Amending Title 5, Chapter 5.70, Regulating Marijuana Delivery."

City Manager Review: 

Attachments:

- A. Proposed ordinance
- B. Relevant provisions of the Bureau regulations

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF BEAUMONT
AMENDING TITLE 5, CHAPTER 5.62 OF THE CITY OF
BEAUMONT MUNICIPAL CODE TO REGULATE THE
PERSONAL, MEDICAL, AND COMMERCIAL USE OF
MARIJUANA; AND AMENDING TITLE 5, CHAPTER 5.70
REGULATING MARIJUANA DELIVERY**

WHEREAS, the City Council of the City of Beaumont has determined that it is in the best interests of the public health, safety and welfare of the City and its residents to have a strong and effective enforcement system prohibiting Commercial Marijuana Activity to the extent authorized by State law; and

WHEREAS, the City Council has determined that the dispensing, cultivation, manufacture, transportation, and distribution of Marijuana and Marijuana products throughout the City has a significant impact on the public health, safety, and welfare, including creating increased crime, and energy consumption, nuisance activity such as loitering and criminal activity in business and residential districts, among other things. Based on the experiences of this and other cities, these negative effects on the public health, safety, and welfare are likely to occur, and continue to occur, in the City due to the establishment and operation of Commercial Marijuana Activities; and

WHEREAS, pursuant to California Business and Professions Code section 26200, local jurisdictions are permitted to regulate and/or ban Marijuana businesses; however, under California Business and Professions Code section 26090, a local jurisdiction cannot prevent Delivery of Marijuana or Marijuana products on public roads by a California cannabis licensee acting in compliance with California state laws; and

WHEREAS, effective January 2019, the Bureau of Cannabis Control adopted final regulations which, among other things, establish a regulatory scheme for the Delivery of Marijuana and Marijuana products throughout the State; and

WHEREAS, in light of the above, the City Council has determined that it is necessary to reaffirm its prohibition of Commercial Marijuana Activity within the City to the fullest extent permitted by law, and to clarify that Delivery of Marijuana within the City is only authorized to the extent permitted and required by, and in strict compliance with, State law.

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

SECTION 1. CEQA. The City Council finds that the actions contemplated by this Ordinance are exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section

15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

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

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

SECTION 4. The City Council hereby amends Title 5 (Business Taxes, Licenses, and Regulations), Division II, Chapter 5.62 to read in its entirety as follows:

Chapter 5.62

PROHIBITION OF COMMERCIAL MARIJUANA ACTIVITY AND REGULATION OF PERSONAL MARIJUANA USE AND CULTIVATION

5.62.010 - Purpose.

It is the purpose and intent of this Chapter to: (1) regulate indoor personal Cultivation of Marijuana to the fullest extent permitted by State law; (2) completely prohibit outdoor Cultivation of Marijuana; and (3) completely prohibit Commercial Marijuana Activity—whether medical or recreational within the City of Beaumont, to the fullest extent permitted by law.

5.62.020 - Definitions.

- A. "*Marijuana*" shall mean all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Marijuana" also means the separated resin, whether crude or purified, obtained from Marijuana. "Marijuana" also means Marijuana as defined by Section 11018 of the Health and Safety Code.

For the purposes of this Chapter, "Marijuana" does not mean "industrial hemp" as defined by Section 81000 of the Food and Agriculture Code or Section 11018.5 of the Health and Safety Code. "Marijuana" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt,

derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

- B. *"Commercial Marijuana Activity"* includes the Cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, and/or sale of Marijuana and/or Marijuana products. Commercial Marijuana Activity does not include:
- (1) The activity of a qualified patient or primary caregiver as provided in Business and Professions Code Section 26033; or
 - (2) A person 21 years of age or older who, in strict accordance with State law and/or regulations, as may be amended from time to time:
 - (i) possesses, processes, transports, purchases, obtains, or gives away to persons 21 years of age or older without any compensation whatsoever, no more than 28.5 grams of Marijuana not in the form of concentrated cannabis; or
 - (ii) possesses, processes, transports, purchases, obtains, or gives away to persons 21 years of age or older without any compensation whatsoever, not more than eight grams of Marijuana in the form of concentrated cannabis, including as contained in Marijuana products; or
 - (iii) possesses, plants, cultivates, harvests, dries, or processes not more than six living Marijuana plants and possess the Marijuana produced by those plants; or
 - (iv) smokes or ingests Marijuana or Marijuana products; or
 - (v) possesses, transports, purchases, obtains, uses, manufactures, or gives away Marijuana accessories to persons 21 years of age or older without any compensation whatsoever.
- C. *"Cultivation"* means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of Marijuana, whether within a structure completely or partially enclosed, or outdoors.
- D. *"Person"* means any individual, firm, partnership, joint venture, corporation, association, limited liability company, estate, trust, business trust, receiver, syndicate, collective, cooperative, dispensary, club, society, or other organization or group acting as a unit, and the plural as well as the singular. The term individual shall include any owner, manager, proprietor, employee, volunteer, salesperson, primary caregiver or qualified patient.
- E. *"Private residence"* means a house, an apartment unit, a mobile home, or any other similar residential dwelling serving as an individual's primary residence.

5.62.030 - Personal use and Cultivation.

- A. For purposes of this subsection, personal use, possession, process, purchase, transport, and/or dissemination of Marijuana shall be considered prohibited and unlawful in all areas of the City to the fullest extent such prohibition is permissible under State law.
- B. Outdoor Cultivation. No person may plant, cultivate, harvest, dry, or process Marijuana plants outdoors in any zoning district of the City. No permit or any other license or entitlement for use, nor any business license, shall be approved or issued for the opening, establishment, maintenance or operation of any such use or activity. In the event of a determination by the California Attorney General that nonmedical use of Marijuana is lawful in the State of California under federal law, outdoor Cultivation of Marijuana shall be prohibited and/or regulated to the fullest extent permitted by State law.
- C. Indoor Cultivation. No person, including a qualified patient or primary caregiver, may plant, cultivate, harvest, dry, or process Marijuana plants except for personal use inside a Private Residence or accessory structure to a Private Residence located upon the grounds of a Private Residence, and only in strict accordance with State law and/or regulations, and the City Code, as may be amended from time to time. This provision shall not be construed to authorize, regulate, permit, license, or otherwise allow indoor Cultivation for commercial use or purposes; such activity is expressly prohibited in all zones throughout the City.

5.62.040 - Commercial Marijuana Activity.

The opening, establishment, maintenance or operation of any business for the purpose of conducting Commercial Marijuana Activity, whether for medical or recreational use, is prohibited in all zones throughout the City. No permit or any other license or entitlement for use, nor any business license, shall be approved or issued for the establishment, maintenance, or operation of any business engaged in Commercial Marijuana Activity.

5.62.050 - Violation and enforcement.

- 1. Any condition caused or permitted to exist in violation of any provisions of this Chapter, the City Code, or State or City law is declared a public nuisance and may be abated by the City either pursuant to Chapter 8.32 of the Beaumont Municipal Code or any other available civil and/or criminal remedy, including but not limited to a restraining order, temporary and permanent injunctive relief, and other relief set forth in this Chapter, City Code and/or State Law.
- 2. Any Person found to be in violation of or in non-compliance with any of the requirements of this Chapter or applicable provisions of the Beaumont Municipal Code shall be subject to any enforcement remedies available under the law and/or the Beaumont Municipal Code including, but not limited to, Chapter 1.17 and Chapter 8.32.

3. Any Person violating any of the provisions of this Chapter or any provisions or part hereof, shall be guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of up to \$1,000.00 per day per violation or by imprisonment for a period of not more than six months, or by both such fine and imprisonment. No civil action shall prevent criminal prosecution for any violation of the provisions of this Chapter, City Code and/or State law.
4. In lieu of issuing a misdemeanor citation, the City may reduce the penalty to an infraction or issue an administrative citation, and/or assess an administrative fine up to the maximum amount(s) permitted by law and the Code.
5. Each violation of this Chapter shall constitute a separate violation and each violation may be charged as a separate count in the event of administrative or criminal enforcement action.

SECTION 5. The City Council hereby amends Title 5 (Business Taxes, Licenses, and Regulations), Division II, Chapter 5.70, “Mobile Marijuana Dispensaries” to read in its entirety as follows:

CHAPTER 5.70
DELIVERY OF MARIJUANA

5.70.010 - Definitions.

The following words and phrases shall, for the purposes of this Chapter, have the meanings respectively ascribed to them by this section, as follows:

“Delivery” means the commercial transfer of Marijuana or Marijuana products to a customer of a business engaged in Commercial Marijuana Activity (as defined in City Code Section 5.62.020). *“Delivery”* also includes the use by a retailer of any technology platform owned and controlled by a retailer, or independently licensed under State law, that enables customers to arrange for or facilitate the commercial transfer by a licensed retailer of Marijuana or Marijuana product.

“Delivery employee” means an individual employed by a licensed retailer or licensed microbusiness authorized to engage in retail sales who delivers Marijuana goods from the licensed retailer or licensed microbusiness premises to a customer at a physical address.

“Delivery Location” means a fully enclosed and secure residence or open and operating business building or structure with a physical address. Delivery Location does not include an address located on any publically owned land, any address on land or in a building leased by a public agency, or any land held in trust by the United States for a tribe or an individual tribal member unless authorized by and consistent with applicable tribal law. Delivery Location further does not include a school providing instruction in kindergarten or any grades 1 through 12, a day care center, or youth center, any park, right-of-way, parking lot, alley, or vacant lot, whether public or private property. Delivery to such locations is expressly prohibited.

"Person" means any individual, firm, partnership, joint venture, corporation, association, limited liability company, estate, trust, business trust, receiver, syndicate, collective, cooperative, dispensary, club, society, or other organization or group acting as a unit, and the plural as well as the singular. The term individual shall include any owner, manager, proprietor, employee, volunteer, salesperson, primary caregiver or qualified patient.

5.70.020 – Delivery of Marijuana.

Delivery of Marijuana within the City shall be allowed only to the extent permissible under State law, and in strict compliance therewith, including maintaining, prior to operation, an applicable State license/permit therefore, and is permitted only at an authorized Delivery Location, as defined. Any Delivery conducted not in strict compliance with State law and/or regulations and any applicable City or local law is prohibited. This provision does not permit any fixed storefront or non-storefront retail business to operate within and maintain a physical location within the City; such retail Commercial Marijuana Activity is expressly prohibited.

5.70.030 – Business License Required.

Notwithstanding Municipal Code Section 5.62.040, Marijuana Delivery shall only be permitted within the City upon the application, approval and issuance of a City business license as provided in Chapter 5.04, *et seq.* of the Beaumont Municipal Code. A City business license is a revocable privilege, which shall be subject to revocation/suspension upon a violation of any provision of this Chapter and/or State law/regulations.

5.70.040 - Violations.

1. Any condition caused or permitted to exist in violation of any provisions of this Chapter, the City Code, or State or City law is declared a public nuisance and may be abated by the City either pursuant to Chapter 8.32 of the Beaumont Municipal Code or any other available civil and/or criminal remedy, including but not limited to a restraining order, temporary and permanent injunctive relief, and other relief set forth in this Chapter, City Code and/or State Law.
2. Any Person found to be in violation of or in non-compliance with any of the requirements of this Chapter or applicable provisions of the Beaumont Municipal Code shall be subject to any enforcement remedies available under the law and/or the Beaumont Municipal Code including, but not limited to, Chapter 1.17 and Chapter 8.32.
3. Any Person violating any of the provisions of this Chapter or any provisions or part hereof, shall be guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of up to \$1,000.00 per day per violation or by imprisonment for a period of not more than six months, or by both such fine and imprisonment. No civil action shall prevent criminal prosecution for any violation of the provisions of this Chapter, City Code and/or State law.

4. In lieu of issuing a misdemeanor citation, the City may reduce the penalty to an infraction or issue an administrative citation, and/or assess an administrative fine up to the maximum amount(s) permitted by law and the Code.
5. Each violation of this Chapter shall constitute a separate violation and each violation may be charged as a separate count in the event of administrative or criminal enforcement action.

5.70.050 – Prohibition of Delivery

It is the intent of the City Council to prohibit all Commercial Marijuana Activity within the City. In the event the State enacts any law or regulation permitting a local jurisdiction to completely prohibit the Delivery of Marijuana, Sections 5.70.020 and 5.70.030 shall be null and void, and all Commercial Marijuana Activity, including Delivery, shall be prohibited.

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

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

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

AYES:
NOES:
ABSENT:
ABSTAIN:

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

AYES:
NOES:
ABSENT:
ABSTAIN:

Julio Martinez, Mayor

Attest: _____
Steven Mehlman, City Clerk

Approved as to form:

John O. Pinkney, City Attorney

Attachment B

Relevant Provisions of Bureau Regulations

packaging.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26070.1 and 26120, Business and Professions Code.

§ 5414. Non-Storefront Retailer.

- (a) A non-storefront retailer licensee shall be authorized to conduct retail sales exclusively by delivery as defined in Business and Professions Code section 26001(p).
- (b) A complete application for a non-storefront retailer license shall include all the information required in an application for a retailer license.
- (c) A non-storefront retailer licensee shall comply with all the requirements applicable to retailer licensees, except for those provisions related to public access to the licensed premises and the retail area.
- (d) The licensed premises of a non-storefront retailer licensee shall be closed to the public.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26012 and 26070, Business and Professions Code.

§ 5415. Delivery Employees.

- (a) All deliveries of cannabis goods shall be performed by a delivery employee who is directly employed by a licensed retailer.
- (b) Each delivery employee of a licensed retailer shall be at least 21 years of age.
- (c) All deliveries of cannabis goods shall be made in person. A delivery of cannabis goods shall not be made through the use of an unmanned vehicle.
- (d) The process of delivery begins when the delivery employee leaves the retailer's licensed premises with the cannabis goods for delivery. The process of delivering ends when the delivery employee returns to the retailer's licensed premises after delivering the cannabis goods, or attempting to deliver cannabis goods, to the customer(s). During the process of delivery, the licensed retailer's delivery employee may not engage in any activities except for cannabis goods delivery and necessary rest, fuel, or vehicle repair stops.
- (e) A delivery employee of a licensed retailer shall, during deliveries, carry a copy of the retailer's current license, the employee's government-issued identification, and an identification badge provided by the employer pursuant to section 5043 of this division.
- (f) Prior to providing cannabis goods to a delivery customer, a delivery employee shall confirm the identity and age of the delivery customer as required by section 5404 of this division and ensure that all cannabis goods sold comply with requirements of section 5413 of this division.
- (g) A licensed retailer shall maintain an accurate list of the retailer's delivery employees and shall provide the list to the Bureau upon request.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26070 and 26090, Business and Professions Code.

§ 5415.1. Deliveries Facilitated by Technology Platforms.

(a) A licensed retailer or licensed microbusiness shall not sell or otherwise transfer any cannabis goods to a customer through the use of an unlicensed third party, intermediary business, broker, or any other business or entity.

(b) Notwithstanding subsection (a) of this section, a licensed retailer or licensed microbusiness may contract with a service that provides a technology platform to facilitate the sale and delivery of cannabis goods, in accordance with all of the following:

(1) The licensed retailer or licensed microbusiness does not allow for delivery of cannabis goods by the technology platform service provider.

(2) The licensed retailer or licensed microbusiness does not share in the profits of the sale of cannabis goods with the technology platform service provider, or otherwise provide for a percentage or portion of the cannabis goods sales to the technology platform service provider.

(3) The licensed retailer or licensed microbusiness shall not advertise or market cannabis goods in conjunction with the technology platform service provider, outside of the technology platform, and shall ensure that the technology platform service provider does not use the licensed retailer's or licensed microbusiness's license number or legal business name on any advertisement or marketing that primarily promotes the services of the technology platform.

(4) The licensed retailer or licensed microbusiness shall ensure the following information is provided to customers:

(A) Any cannabis goods advertised or offered for sale on or through the technology platform shall disclose, at a minimum, the licensed retailer's or licensed microbusiness's legal business name and license number.

(B) Customers placing an order for cannabis goods through the technology platform shall be able to easily identify the licensed retailer or licensed microbusiness that each cannabis good is being ordered or purchased from. This information shall be available to the customer prior to the customer placing an order or purchasing the cannabis goods.

(5) All required sales invoices and receipts, including any receipts provided to the customer, shall disclose, at a minimum, the licensed retailer's or licensed microbusiness's legal business name and license number.

(6) All other delivery, marketing, and advertising requirements under this division are complied with.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26001, 26070, 26090, 26151 and 26152, Business and Professions Code.

§ 5416. Delivery to a Physical Address.

(a) A delivery employee may only deliver cannabis goods to a physical address in California.

(b) A delivery employee shall not leave the State of California while possessing cannabis goods.

(c) A delivery employee shall not deliver cannabis goods to an address located on publicly owned land or any address on land or in a building leased by a public agency. This prohibition applies to land held in trust by the United States for a tribe or an individual tribal member unless the delivery is authorized by and consistent with applicable tribal law.

(d) A delivery employee may deliver to any jurisdiction within the State of California provided that such delivery is conducted in compliance with all delivery provisions of this division.

(e) A delivery employee shall not deliver cannabis goods to a school providing instruction in kindergarten or any grades 1 through 12, day care center, or youth center.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26070 and 26090, Business and Professions Code.

§ 5417. Delivery Vehicle Requirements.

(a) A licensed retailer's delivery employee, carrying cannabis goods for delivery, shall only travel in an enclosed motor vehicle. Any vehicle used in the delivery of cannabis goods shall be operated by a delivery employee of the licensee. A vehicle used in the delivery of cannabis goods shall not have any marking or other indications on the exterior of the vehicle that may indicate that the delivery employee is carrying cannabis goods for delivery. Only the licensee or an employee of the retailer licensee for whom delivery is being performed shall be in the delivery vehicle.

(b) While carrying cannabis goods for delivery, a licensed retailer's delivery employee shall ensure the cannabis goods are not visible to the public. Cannabis goods shall be locked in a fully enclosed box, container, or cage that is secured on the inside of the vehicle. No portion of the enclosed box, container, or cage shall be comprised of any part of the body of the vehicle or trailer. For purposes of this section, the inside of the vehicle includes the trunk.

(c) A licensed retailer's delivery employee shall not leave cannabis goods in an unattended motor vehicle unless the motor vehicle is locked and equipped with an active vehicle alarm system. Any cannabis goods left in an unattended vehicle must be stored in a container as required in subsection (b) of this section.

(d) A vehicle used for the delivery of cannabis goods shall be outfitted with a dedicated Global Positioning System (GPS) device for identifying the geographic location of the delivery vehicle and recording a history of all locations traveled to by the delivery employee while engaged in delivery. A dedicated GPS device must be owned by the licensee and used for delivery only. The device shall be either permanently or temporarily affixed to the delivery vehicle and shall remain active and inside of the delivery vehicle at all times during delivery. At all times, the licensed retailer shall be able to identify the geographic location of all delivery vehicles that are making deliveries for the licensed retailer and document the history of all locations traveled to by a delivery employee while engaged in delivery. A licensed retailer shall provide this information to the Bureau upon request. The history of all locations traveled to by a delivery employee while engaging in delivery shall be maintained by the licensee for a minimum of 90 days.

(e) Upon request, a licensed retailer shall provide the Bureau with information regarding any motor vehicle used for the delivery of cannabis goods, including the vehicle's make, model, color, Vehicle Identification Number, license plate number and Department of Motor Vehicles registration information.

(f) Any motor vehicle used by a licensed retailer to deliver cannabis goods is subject to inspection by the Bureau. Vehicles used to deliver cannabis goods may be stopped and inspected by the Bureau at any licensed premises or during delivery.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26070 and 26090, Business and Professions Code.

§ 5418. Cannabis Goods Carried During Delivery.

(a) A licensed retailer's delivery employee shall not carry cannabis goods in the delivery vehicle with a value in excess of \$5,000 at any time. The value of cannabis goods carried in the delivery vehicle for which a delivery order was not received and processed by the licensed retailer prior to the delivery employee departing from the licensed premises may not exceed \$3,000.

(b) For the purposes of this section, the value of cannabis goods shall be determined using the current retail price of all cannabis goods carried by, or within the delivery vehicle of, the licensed retailer's delivery employee.

(c) A delivery employee may only carry cannabis goods in the delivery vehicle and may only perform deliveries for one licensed retailer at a time. A delivery employee must depart and return to the same licensed premises before taking possession of any cannabis goods from another licensee to perform deliveries.

(d) A licensed retailer's delivery employee shall not leave the licensed premises with cannabis goods without at least one delivery order that has already been received and processed by the licensed retailer.

(e) Before leaving the licensed premises, the licensed retailer's delivery driver must have a delivery inventory ledger of all cannabis goods provided to the licensed retailer's delivery driver. For each cannabis good, the delivery inventory ledger shall include the type of good, the brand, the retail value, the track and trace identifier, and the weight, volume or other accurate measure of the cannabis good. All cannabis goods prepared for an order that was received and processed by the licensed retailer prior to the delivery driver's departure from the licensed premises must be clearly identified on the inventory ledger. After each customer delivery, the delivery inventory ledger must be updated to reflect the current inventory in possession of the licensed retailer's delivery driver. Delivery inventory ledgers may be maintained electronically.

(f) The licensed retailer's delivery driver shall maintain a log that includes all stops from the time the licensed retailer's delivery driver leaves the licensed premises to the time that the licensed retailer's delivery driver returns to the licensed premises, and the reason for each stop. The log shall be turned in to the licensed retailer when the licensed retailer's delivery driver returns to the licensed premises. The licensed retailer must maintain the log as a commercial cannabis activity record as required by this division. The log may be maintained electronically.

(g) Prior to arrival at any delivery location, the licensed retailer must have received a delivery request from the customer and provided the delivery request receipt to the licensed retailer's delivery driver electronically or in hard copy. The delivery request receipt provided to the licensed retailer's delivery driver shall contain all of the information required in section 5420 of this division, except for the date and time the delivery was made, and the signature of the customer.

(h) Immediately upon request by the Bureau or any law enforcement officer, the licensed

retailer's delivery driver shall provide:

- (1) All delivery inventory ledgers from the time the licensed retailer's delivery driver left the licensed premises up to the time of the request;
 - (2) All delivery request receipts for cannabis goods carried by the driver, in the delivery vehicle, or any deliveries that have already been made to customers; and
 - (3) The log of all stops from the time the licensed retailer's delivery driver left the licensed premises up to the time of the request.
- (i) If a licensed retailer's delivery driver does not have any delivery requests to be performed for a 30-minute period, the licensed retailer's delivery driver shall not make any additional deliveries and shall return to the licensed premises. Required meal breaks shall not count toward the 30-minute period.
 - (j) Upon returning to the licensed premises, all undelivered cannabis goods shall be returned to inventory and all necessary inventory and track-and-trace records shall be updated as appropriate that same day.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26070, 26090 and 26160, Business and Professions Code.

§ 5419. Cannabis Consumption During Delivery.

A licensed retailer's delivery employees shall not consume cannabis goods while delivering cannabis goods to customers.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26070 and 26090, Business and Professions Code.

§ 5420. Delivery Request Receipt.

A licensed retailer shall prepare a hard copy or electronic delivery request receipt for each delivery of cannabis goods.

- (a) The delivery request receipt shall contain the following:
 - (1) The name and address of the licensed retailer;
 - (2) The first name and employee number of the licensed retailer's delivery employee who delivered the order;
 - (3) The first name and employee number of the licensed retailer's employee who prepared the order for delivery;
 - (4) The first name of the customer and a licensed retailer-assigned customer number for the person who requested the delivery;
 - (5) The date and time the delivery request was made;
 - (6) The delivery address;
 - (7) A detailed description of all cannabis goods requested for delivery. The description shall

include the weight, volume, or any other accurate measure of the amount of all cannabis goods requested;

(8) The total amount paid for the delivery, including any taxes or fees, the cost of the cannabis goods, and any other charges related to the delivery; and

(9) Upon delivery, the date and time the delivery was made, and the handwritten or electronic signature of the customer who received the delivery.

(b) At the time of the delivery, the delivery employee of the retailer shall provide the customer who placed the order with a hard or electronic copy of the delivery request receipt. The delivery employee shall retain a hard or electronic copy of the signed delivery request receipt for the licensed retailer's records.

(c) For the purposes of this section, an employee number is a distinct number assigned by a licensed retailer to an employee that would allow the licensed retailer to identify the employee in documents or records using the employee number rather than the employee's full name. A licensed retailer shall be able to identify the employee associated with each employee number upon request from the Bureau.

(d) For the purposes of this section, a customer number is a distinct number assigned by a licensed retailer to a customer that would allow the licensed retailer to identify the customer in documents or records using the customer number rather than the customer's full name. A licensed retailer shall be able to identify the customer associated with each customer number upon request from the Bureau.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26070, 26090 and 26160, Business and Professions Code.

§ 5421. Delivery Route.

While making deliveries of cannabis goods, a licensed retailer's delivery employee shall only travel from the retailer's licensed premises to the delivery address; from one delivery address to another delivery address; or from a delivery address back to the retailer's licensed premises. A delivery employee of a licensed retailer shall not deviate from the delivery path described in this section, except for necessary rest, fuel, or vehicle repair stops, or because road conditions make continued use of the route unsafe, impossible, or impracticable.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26070 and 26090, Business and Professions Code.

§ 5422. Receiving Shipments of Inventory.

(a) A licensed retailer shall receive a shipment of cannabis goods only from a licensed distributor or licensed microbusiness authorized to engage in distribution.

(b) A licensed retailer shall accept shipments of cannabis goods only between the hours of 6:00 a.m. Pacific Time and 10:00 p.m. Pacific Time.

(c) During business hours, shipments of cannabis goods shall not enter the licensed premises through an entrance or exit that is available for use by the public.

(d) A licensed retailer whose licensed premises only has one entryway may be exempt from the



CITY OF BEAUMONT

LEGAL NOTICE

NOTICE IS HEREBY GIVEN, that the Beaumont City Council will conduct a public hearing on Tuesday, May 7, 2019 at 550 E. 6th Street, Beaumont, California 92223, to receive testimony and comments from all interested persons regarding the amendment of the following matter(s):

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA AMENDING CHAPTER 5.62 "PROHIBITION OF MEDICAL MARIJUANA DISPENSARIES, COOPERATIVES, COLLECTIVES AND THE CULTIVATION OF MARIJUANA" OF THE BEAUMONT MUNICIPAL CODE

And

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA AMENDING CHAPTER 5.70 "MOBILE MARIJUANA DISPENSARIES," OF THE BEAUMONT MUNICIPAL CODE

The City of Beaumont is proposing to amend Chapter 5.62 amending the title to:
"PROHIBITION OF COMMERCIAL MARIJUANA ACTIVITY AND REGULATION OF PERSONAL MARIJUANA USE AND CULTIVATION"

and amend Chapter 5.70 title to: **"DELIVERY OF MARIJUANA"**

In addition, to title changes, the City of Beaumont proposes to amend and update language in the ordinances reflecting the State of California's prohibition of cities to ban delivery of marijuana or marijuana products by a California cannabis licensee acting in compliance with state laws.

Sean Thuilliez
Chief of Police

Staff Report

TO: Mayor and City Council Members
FROM: Sean Thuilliez, Chief of Police
DATE: May 7, 2019
SUBJECT: Hearing on Costs of Nuisance Abatement 552 N. California Avenue

Background and Analysis:

On October 19, 2018, and again on February 20, 2019, Officers from the Beaumont Police Department discovered incidents of illegal marijuana sales in a makeshift dispensary at 552 N. California Avenue (but often referred to as both 552 and 558 N. California Avenue, for purposes of this staff report, the property will be referred to as 552 N. California Avenue) in the City of Beaumont, CA. During the October 19, 2018 incident, two suspects were arrested for possession of marijuana, a loaded firearm, and violations of the Beaumont Municipal Code, Chapter 5.62.010-Business License Required, and 5.62.030-Marijuana Dispensary Prohibited. During the February 20, 2019 incident, an individual was arrested for an outstanding arrest warrant and violations of Beaumont Municipal Code, Chapter 5.62.030-Marijuana Dispensary Prohibited, 8.32.060-Building Code Violations, and 8.32.070-Zoning Ordinance Violations.

Police officers and code enforcement personnel issued Administrative Citation No. C6000023 ("Citation No. 1") via mail to Daniel Cosner, property owner of record, for 552 N. California Avenue. The citation was issued on October 24, 2018, for operating a business without a business license and operating a prohibited marijuana dispensary at 552 N. California Avenue (see **Exhibit A**). The fine assessed for Citation No. 1 was \$200.

On February 2, 2019, police officers issued Administrative Citation No. C6000058 ("Citation No. 2") via mail to Daniel Cosner for operating a business without a business license, building code violations, zoning code violations and operating a prohibited marijuana dispensary at 552 N. California Avenue (see **Exhibit B**). The fine assessed for Citation No. 2 was \$400. Officers and City personnel were on scene cumulatively for 53 hours during both incidents because of the complexity of the illegal dispensary operation. The Police Chief deemed the marijuana dispensary sales operation on the premises an "immediate hazard" as authorized in Section 8.32.430 of the code, and immediately abated the violation(s).

In addition to the foregoing fines, Section 8.32.440 of the code also authorizes the City to collect the costs associated with the administration citation issued—i.e., the cost of investigating and closing the illegal marijuana dispensary operations. The Beaumont Police Department employees incurred personnel costs in the amount of \$2,625.44.

Please see the enclosed Report of Costs. Pursuant to Section 1.17.015.D. of the code, the person who committed the violations on the premises, in addition to the owner of the premises, are jointly and severally liable for the total amount of the fines and costs owed.

The Riverside County Recorder's Office revealed the owner of these premises to be Daniel Cosner. On April 14, 2019, the police department, using certified mail, noticed Mr. Cosner of the cost hearing pursuant to BMC 8.32.450 to be heard at the May 7, 2019, City Council meeting. The same notices were also mailed first class (see **Exhibit C**).

Fiscal Impact:

The cost to abate the nuisance at 552 N. California Avenue totals \$2,625.44 in City (Police Department) staff time in the amount of \$2,625.44. Staff time in the amount of \$2,625.44 is paid out of Account #01-2050-3010 and Account# 01-2000-3010.

Should City Council pass and adopt a resolution to accept the Report of Costs of Nuisance Abatement, the costs to abate the nuisance, including incidental expenses as confirmed by the City Council shall become the personal obligation of the owner and subject to the guidelines set forth in Section 8.32.470.

Should City Council deny a resolution to accept the Report of Costs of Nuisance Abatement, the amount will be paid for from the general fund, from the above account numbers.

Finance Director Review: 

Recommendation:

1. Waive the full reading and adopt by title only. "A Resolution of the City Council of the City of Beaumont Approving Staff's Report of Costs of Nuisance Abatement."

City Manager Review: 

Attachments:

- A. Citation dated 10/2018
- B. Citation dated 02/19
- C. Copy of Notice to Landowner
- D. Resolution
- E. Personnel costs memorandum
- F. Map of business location



**Administrative Citation
Code Enforcement**

CITATION: C6000023

Date: 10/24/2018 Time: 07:07 AM Wed

Location of Violation:
558 N. CALIFORNIA AVENUE
APN#:

Violator:
SAUNDER YANG
558 N. CALIFORNIA AVENUE
BEAUMONT 92223

DL#:
DOB: Age:

Sex Hair Eyes Height Weight Race

Responsible Party:

1729 LITCHFIELD CT.
BANNING CA 92220

Violations	Fine	Correct By
5.04.010 8 07:09 LICENSE REQUIRED	\$100.00	10/24/201
5.62.030 MARIJUANA DISP. CO-OPS, PROHIB	\$100.00	10/24/2018 07:13

You must correct this violation by the date above.
You may request an extension of this period
(see below). If correction is not completed within
correction period, you may be subject to additional
citations for each day the violation exists.

To correct Violation(s) you must:
DISPENSARYS PROHIBITED
DISPENSARYS PROHIBITED

Violation Notice by:
PERSONAL SERVICE:N PROPERTY POSTED:N MAILED:Y

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS
OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS
TRUE AND CORRECT. EXECUTED ON DATE SHOWN ABOVE.

Officer: KELLY MCCARTHY ID Number: 882

**VIOLATOR: Without admitting guilt, I
acknowledge having received the citation.**
Beaumont Police Department: 951-788-8586

A-5155

CITY OF BEAUMONT
Administrative Citation

Date of Violation	Time	Day of Week
10/19/18	1900 HRS.	FRIDAY
Location of Violation		
358 N. CALIFORNIA AVENUE		
Violator: (Last, First, Middle)		
ALAGLE, GHAITH RAJAT		
Residence Address		
4170 BRIMWOOD AVENUE		
City, State	Zip Code	Driver's License No.
HEMET, CA	92543	74692188
DOB	Age	Hair
08/08/89	29	BLK
Eyes	Height	Weight
BRO.	6-00	179
Vehicle License No.	Year	Make
0865205	18	BUICK
Model	CIVIC	
Responsible Party: (Name, Address, if applicable)		
NA		
Violation(s)	Description of Violation(s)	
5.62.040 BMC	OPERATE A MOTORVA DISABLY	
5.24.010 BMC	DRIVE W/O A LICENSE	
<input type="checkbox"/> CORRECTION REQUIRED: If this box is checked, you have days to correct this violation and NOT have to pay the fine. You may request an extension of this period (see reverse side). If correction is not completed within correction period, you will owe the fine and you may be cited separately for each day the violation exists.		
To correct Violation(s) you must:		
NON-CORRECTABLE		
<input type="checkbox"/> NOTICE OF NON-CORRECTION: If this box is checked, you have failed to correct the violation within the correction period and you are ordered to pay the additional fine noted above.		
Original Citation Number(s):		
18108-2199		
Violation Notice by:		
<input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Property Posted <input type="checkbox"/> Mailed		
I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT. EXECUTED ON DATE SHOWN ABOVE.		
R. BRIEDA		#708
Issuing Officer		ID Number
<input checked="" type="checkbox"/> VIOLATOR: Without admitting guilt, I acknowledge having received the citation.		

Code Enforcement: 951-572-3234 ext. _____ Beaumont Police Department: 951-769-8500
BEAUMONT 1/13

A-5156

CITY OF BEAUMONT
Administrative Citation

Date of Violation 10/19/18		Time 1900 HRS		Day of Week FRIDAY	
Location of Violation 358 N. CALIFORNIA AVENUE					
Violator: (Last, First, Middle) JOHNSON, MURRAY SHICA					
Residence Address 41770 BAINWOOD					
City, State HAWAII, HI		Zip Code 96754	Driver's License No. F8061236		State HI
DOB 02/09/82	Age 37	Hair BRN	Eyes BRN	Height 5'00	Weight 125
Vehicle License No. 8FGV025	Year 18	Make DODGE		Model RAM	
Responsible Party: (Name, Address, if applicable) N/A					
Violation(s)		Description of Violation(s)			
5. 62.040 BPL		OPERATING A MOTOR VEHICLE			
5. 24.010 BPL		OPERATING W/O A LICENSE			
<p>Penalty: \$100.00 \$200.00 \$500.00 \$1,000.00</p> <input type="checkbox"/> CORRECTION REQUIRED: If this box is checked, you have days to correct this violation and NOT have to pay the fine. You may request an extension of this period (see reverse side). If correction is not completed within correction period, you will owe the fine and you may be cited separately for each day the violation exists.					
To correct Violation(s) you must: NON-CORRECTABLE					
<input type="checkbox"/> NOTICE OF NON-CORRECTION: If this box is checked, you have failed to correct the violation within the correction period and you are ordered to pay the additional fine noted above.					
Original Citation Number(s): 1810B-2199					
Violation Notice by: <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Property Posted <input type="checkbox"/> Mailed					
I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT. EXECUTED ON DATE SHOWN ABOVE.					
R. BRIEDA				#706	
Issuing Officer				ID Number	
<input checked="" type="checkbox"/> VIOLATOR: Without admitting guilt, I acknowledge having received the citation.					

Code Enforcement: 951-572-3234 ext. Beaumont Police Department: 951-769-8500
BEAUMONT 1/13



**Administrative Citation
Code Enforcement**

CITATION: C6000058

Date: 02/20/2019 Time: 03:36 PM Wed

Location of Violation:
552 CALIFORNIA AVE
APN#:

Violator:

DL#:
DOB: Age:

Sex	Hair	Eyes	Height	Weight	Race

Responsible Party:
DANIEL COSNER
1729 LITCHFIELD CT
BANNING CA 92220

Violations	Fine	Correct By
5.62.030 MARIJUANA DISP. CO-OPS. PROHIB	\$100.00	02/20/2019 15:41
8.32.060 BUILDING CODE VIOLATIONS	\$100.00	02/22/2019
8.32.070 ZONING ORDINANCE VIOLATIONS	\$100.00	02/22/2019
5.04.010 9 LICENSE REQUIRED	\$100.00	02/22/2019

You must correct this violation by the date above.
You may request an extension of this period
(see below). If correction is not completed within
correction period, you may be subject to additional
citations for each day the violation exists.

To correct Violation(s) you must:
REMOVE DISPENSARY IMMEDIATELY
REMOVE ALL STRUCTURES NOT APPROVED BY PLANNING
REMOVE ALL STRUCTURES NOT APPROVED BY PLANNING
OBTAIN BUSINESS LICENSE FOR ANY NEW BUSINESS ON PROP
ERTY

Violation Notice by:
PERSONAL SERVICE:N PROPERTY POSTED:N MAILED:Y

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS
OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS
TRUE AND CORRECT. EXECUTED ON DATE SHOWN ABOVE.

Officer: KELLY MCCARTHY ID Number: 882

**VIOLATOR: Without admitting guilt, I
acknowledge having received the citation.**
Beaumont Police Department: 951-788-8508

BEAUMONT ADMIN CITATIONS

P O BOX 467
TUSTIN CA 93781-0467



FINAL NOTICE

BEFORE NOTIFICATION TO COLLECTION AGENCY

TUR0318B *** 7000012340 00.0048.0068 12340/1
ALL FOR AADC 923



COSNER DANIEL
1729 LITCHFIELD CT
BANNING CA 92220-7539

NOTICE SUMMARY

Notice Date: 03/19/2019
Total Amount Due Now: \$400.00
Citation Number: C6000058

PAYMENT INSTRUCTIONS

TO PAY BY CREDIT CARD:

- Pay online: www.pticket.com/beamontadmin
- Scan the QR Code to pay online =====>
- There is a \$4.00 or 3% processing fee per citation



TO PAY BY MAIL:

1. Send check or money order. NO CASH. (US funds only)
2. Print citation number(s) on your payment
3. To insure proper credit, return the bottom portion of this notice with your payment
4. Make payable to: **CITY OF BEAUMONT**

PLEASE SEE REVERSE SIDE FOR ADDITIONAL OPTIONS.

NOTICE DETAIL

Citation #	Location	Date / Time	Code Sections Violated	Amount
C6000058	552 CALIFORNIA AVE	02/20/2019 15:36	5.62.030 MARIJUANA DISP, CO-OPS, PROHIB	\$400.00
			8.32.060 BUILDING CODE VIOLATIONS	
			8.32.070 ZONING ORDINANCE VIOLATIONS	



PHOTO(S) ON FILE

Total Amount Due Now: \$400.00

RETAIN THIS PORTION FOR YOUR RECORDS

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT - USE THE ENCLOSED ENVELOPE

FN

Citation #	Date / Time	Code Sections Violated	Amount
C6000058	02/20/2019 15:36	5.62.030 MARIJUANA DISP, CO-OPS, PROHIB	\$400.00
		8.32.060 BUILDING CODE VIOLATIONS	
		8.32.070 ZONING ORDINANCE VIOLATIONS	

Notice Date: 03/19/2019
Total Amount Due Now: \$400.00



COSNER DANIEL
1729 LITCHFIELD CT
BANNING CA 92220-7539


CITY OF BEAUMONT
P O BOX 3926
TUSTIN, CA 92781-3926

Citation Summary - BEAUMONT ADMIN CITATIONS

Citation	License (VIN)	Issue Date	Time	Make	Model	Color	Expire	State
C6000058		02/20/2019	15:36				/	CA
Location			Meter	Permit	L4Vin	Badge	Status	
552 CALIFORNIA AVE						802	PAID	
Violation		Description						
5.62.030		MARIJUANA DISP, CO-OPS, PROHIB						
8.32.060		BUILDING CODE VIOLATIONS						
8.32.070		ZONING ORDINANCE VIOLATIONS						

History	
Date	Process/Event
03/25/2019	Payment
02/26/2019	Delinquent notification sent
03/19/2019	Final notification sent

	Amount	Date
Fine Amt:	\$400.00	
Delinquent 1:	\$0.00	03/12/2019
Delinquent 2:	\$0.00	
DMV Hold:	\$0.00	04/21/2019
Fees:	\$0.00	
Total Paid:	\$400.00	03/29/2019

Total Due:	\$0.00	

Additional Options:

An Administrative Citation was previously issued to you and you failed to pay the fine. Additional penalties have now been imposed. Each and every responsible person involved with a code violation is jointly and severally liable for all fines and penalties imposed for the violation. The administrative fines and penalties stated here do not preclude the imposition of any other remedies; criminal, civil or administrative, that are available to the city. In order to avoid further legal action, return the bottom portion of this notice with full payment in the envelope provided. **NO CASH.**

For more information about your citation:

www.pticket.com/beaumontadmin

OR

(800) 696-3996

**NOTICE OF HEARING ON COSTS
OF NUISANCE ABATEMENT**

To all persons having any interest in the premises having assessor's parcel number 418-091-007 and 418-091-022 and known and described as 552 California Avenue in the City of Beaumont:

Notice is hereby given that the City Council, at its meeting to be held on the 7th day of May, 2019, at City Hall located at 550 East Sixth Street Beaumont, California, at 6:00 p.m., or as soon thereafter as the matter may be heard, will hear any protest or objection to the cost of the abatement of the public nuisance on the premises described above for the purpose of correcting, modifying, or confirming said costs and assessing the same against said premises. Failure to make any objection will be deemed to be a waiver of any objection or protest to any and all procedures concerning the same. A Report of Costs Nuisance Abatement showing the cost and proposed assessment for such abatement is on file at City Hall and is open to public inspection.

Dated: April 10, 2019

Todd Parton
City Manager
City of Beaumont

April 9, 2019

To: Todd Parton, City Manager

From: Sean Thuilliez, Chief of Police

Subject: Invoice for Police Costs Associated with Investigating Illegal Marijuana Operation 552 N. California Avenue, City of Beaumont – Daniel Cosner (Property Owner)

DESCRIPTION:

The following are the hours and costs for investigating and closing an illegal marijuana dispensary that the property owner permitted by knowledge or negligence, on 10-19-18 and 2-20-19.

October 19, 2018

Sergeant	7 hours	x \$62.67	= \$438.69
Officer	7 hours	x \$48.10	= \$336.70
Officer	7 hours	x \$48.95	= \$342.65
Officer	7 hours	x \$45.46	= \$318.22
Code Enforcement	2 hours	x \$32.98	= \$ 65.96

February 20, 2019

Sergeant	6 hours	x \$62.67	= \$376.02
Officer	6 hours	x \$48.10	= \$288.60
Officer	6 hours	x \$48.95	= \$293.70
Code Enforcement	2.5 hours	x \$32.98	= \$ 82.45

Total Personnel Costs: \$ 2,625.44

RESOLUTION NO. 2019-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF BEAUMONT APPROVING STAFF'S REPORT OF
COSTS OF NUISANCE ABATEMENT**

After a hearing conducted pursuant to Beaumont Municipal Code section 8.32.460 on the Report of Costs of Nuisance Abatement ("Report of Costs") conducted on May 7, 2019, and after consideration of staff's presentation and the presentation and documents, if any, submitted by Daniel Cosner ("Property Owner") and/or his representative, the City Council of the City of Beaumont hereby resolves as follows:

1. The Report of Costs for the City of Beaumont's code enforcement actions regarding an illegal marijuana business operation at 552 N. California Avenue, Beaumont (the "Property"), is hereby approved in the amount of \$_____ ("Assessment") against the Property Owner whose address of record is 1729 Litchfield Court, Banning, CA 92223. The Assessment shall be due and payable thirty (30) days from the date of this Resolution and shall thereafter bear interest at the legal rate of 10% per annum until paid. Further, the Assessment shall constitute a lien on the Property until paid.
2. The Property Owner may seek judicial review of this Resolution and the hearing on the Report of Costs within ninety (90) days from the date of this Resolution as set forth in the California Code of Civil Procedure section 1094.6.

MOVED, PASSED AND ADOPTED this 7th day of May, 2019, upon the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

JULIO MARTINEZ III, Mayor

ATTEST:

Deputy City Clerk

APPROVED AS TO FORM

John Pinkney, City Attorney:

Address, APN, or Owner...

Parcel	
APN	418091007
APN (Dashed)	418-091-007
Situs Address	552 CALIFORNIA AVE
Situs City	BEAUMONT
Situs Zip Code	92223
Owner Name	COSNER, DANIEL/ COSNER, DIANA
Owner Mailing Address	1729 LITCHFIELD CT BANNING CA 92220
Tract Number	0
Acreage	
CAME FROM	000000000

[Click Below to View Parcel Report](#)

[Zoom to](#)

Staff Report

TO: Mayor and City Council Members

FROM: Kristine Day, Assistant City Manager

DATE: May 7, 2019

SUBJECT: Consideration of a Collection Services Agreement for the provision of Residential and Commercial Garbage, Recyclable Materials and Organic Waste Collection Services between the City of Beaumont, California and USA Waste of California, Inc. d.b.a. Waste Management of the Inland Empire

Background and Analysis:

On September 28, 2018, the City of Beaumont provided written notice to Waste Management that the City was electing to not automatically extend the term of the current Disposal and Collection of Refuse Agreement which originated back to 1997.

At the October 16, 2018, City Council meeting, staff was directed to move forward with negotiating a new agreement with Waste Management. The attached Collection Services Agreement for the provision of Residential and Commercial Garbage, Recyclable Materials and Organic Waste Collection Services is for City Council consideration. The following are highlights of the contract terms:

- Initial Contract Term – 20 years;
- Extension of Term Options – two separate and sequential 5-year terms;
- Exclusive contract for residential and commercial garbage, recycling and organics collection;
- Effective date of the contract July 1, 2019;
- One-time Franchise Retention Fee of \$5,000,000 paid August 1, 2019;
- Annual Franchise Fee of \$2,100,000 paid quarterly increased annually beginning July 2020 by the Refuse Rate Index with a minimum of 1% and a maximum of 4%;
- Single Family Residential Service rates fixed until June 2021 and only the pass-through cost of Country of Riverside landfill disposal per ton rate allowed through June 2024;
- Addition of a reduced Senior Citizen Single Family Residential Service Rate;
- Minimum Performance Diversion standards to meet mandates by the State included in the agreement;
- New required Commercial Compliance Rate for garbage, recycling and organics to bring the City of Beaumont into full compliance with the State;

- Addition of Street Sweeping Services to begin January 1, 2020, saving the City approximately \$100,000 per year by eliminating the current contract with the street sweeping vendor;
- Infrastructure Impact Mitigation Fee calculated to capture the addition of growth and impact to the City's street infrastructure;
- Addition of a fully funded staff person to provide AB 939 Support Services beginning July 2019 in the amount of \$125,000 adjust annually beginning July 2020 by the Refuse Rate Index;
- Waste Management assumes all residential and commercial billing at no additional cost to the City;
- Addition of a Neighborhood Clean-Up Event; and
- Same level of service customers has received in the past including but not limited to Large Item Collection, Sharps, Holiday Tree Collection, Used Motor Oil Collection, and Neighborhood Clean Up Events

Fiscal Impact:

To date, consulting fees associated with the review and negotiation of the Collection Services Agreement with Waste Management are \$64,575. Some outstanding invoices remain for services related to the negotiations and there are some additional ordinances that will be required for full implementation of the City's solid waste collection program. City staff estimates that the total costs, including the prior invoiced amount, will not exceed \$100,000.

A one-time Franchise Retention Fee is to be paid to the City of Beaumont by August 1, 2019. These funds are General Fund revenues. City staff proposes that these funds be allocated to capital projects such as major road maintenance and extension of off-site utilities to the City's future public safety campus on Potrero Road.

Additionally, the City may begin to collect an Infrastructure Impact Mitigation Fee in 2027 to address wear and tear on public roadways attributable to increasing solid waste collection services.

Finance Director Review: _____

Recommendation:

Staff recommends the City Council approve a Collection Services Agreement for the Provision of Residential and Commercial Garbage, Recyclable Materials and Organic Waste Collection Services between the City of Beaumont, California and USA Waste of California, Inc. d.b.a. Waste Management of the Inland Empire.

City Manager Review: _____

Attachments:

- A. Collection Services Agreement for the Provision of Residential and Commercial Garbage, Recyclable Materials and Organic Waste Collection Services between the City of Beaumont, California and USA Waste of California, Inc. d.b.a. Waste Management of the Inland Empire

Attachment A

**COLLECTION SERVICES AGREEMENT
FOR THE PROVISION OF
RESIDENTIAL AND COMMERCIAL GARBAGE,
RECYCLABLE MATERIALS AND ORGANIC WASTE
COLLECTION SERVICES**

**Executed By and Between the
City of Beaumont and
USA Waste of California, Inc., d.b.a. Waste
Management of the Inland Empire**

Approval Date: May 7, 2019

Effective Date: July 1, 2019

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This Agreement for the Provision of Residential and Commercial Solid Waste, Recyclable Materials and Organics Collection Services ("Agreement") in entered into this 7th Day of May, by and between the City of Beaumont, a general law city and municipal corporation in the State of California, ("CITY") and USA Waste of California Inc., a Delaware Corporation, doing business as Waste Management of the Inland Empire, ("CONTRACTOR") on the terms and conditions set forth herein. CITY and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

A. Article XI, § 7 of the California Constitution authorizes cities to protect public health and safety by taking measures in furtherance of their authority over police and sanitary matters; and

B. The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, ("**AB 939**" or the "**Act**") (codified at Public Resources Code §§ 4000 *et seq.*) established a solid waste management process which requires cities and other local jurisdictions to implement plans for source reduction, reuse and recycling as integrated waste management practices for solid waste attributed to sources within their respective jurisdictions; and

C. The Act provides that aspects of solid waste handling of local concern include but are not limited to frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location and extent of providing solid waste services; and

D. The Act confers discretion on cities to provide for the delivery of refuse services to its residents by the CITY itself providing the services or by the CITY conferring the authority to do so on private profit-making entities and when cities confer the authority to provide refuse services on private profit-making entities; cities are authorized to do so by means which include the award of a nonexclusive, partially exclusive or wholly exclusive franchise, contract, license or otherwise; and

E. The City of Beaumont's Municipal Code implements Article XI, § 7 of the California Constitution and the Act in the City of Beaumont and protects public health and safety by authorizing the City Council to provide refuse service itself or to award one or more franchises, permits or licenses to provide that service; and

F. The City Council has determined, in the exercise of its legislative discretion, that it is in the best interests of the CITY and its residents for the CITY to franchise comprehensive refuse service to a private enterprise with the special skills, knowledge, facilities and other capabilities to ensure a high level of service and compliance with the existing statutory and regulatory requirements; and

G. The City Council during its regular meeting of May 7, 2019 approved the award of an exclusive franchise agreement for comprehensive refuse services with CONTRACTOR because the City Council determined, in the exercise of its legislative discretion, that CONTRACTOR would continue to provide high quality services to Service Recipients; and

H. CITY and CONTRACTOR are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of residential and commercial Solid Waste, including AB 939, the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. §§ 6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. §§ 9601 *et seq.*; the Electronic Waste Recycling Act of 2003 (SB 20, Sher, Chapter 526, Statutes of 2003; SB 50, Sher, Chapter 863, Statutes of 2004; AB 575, Wolke, Chapter 59, Statutes of 2011), laws governing Universal Waste, including, but not limited to, Universal Waste Electronics Devices ("**UWED**"), non-empty aerosol cans, fluorescent tubes, high intensity discharge lamps, sodium vapor lamps, and any other lamp exhibiting a characteristic of a hazardous waste, batteries (rechargeable nickel-cadmium batteries, silver button batteries, mercury batteries, small sealed lead acid batteries [burglar alarm and emergency light batteries] alkaline batteries, carbon-zinc batteries and any other batteries which exhibit the characteristic of a hazardous waste), mercury thermometers, mercury-containing switches; and

I. CITY and CONTRACTOR desire to leave no doubts as to their respective roles and to make it clear that by entering into this Agreement, CITY is not thereby becoming a "generator" or an "arranger" as those terms are used in the context of CERCLA § 107(a)(3) and that it is CONTRACTOR, an independent entity, not CITY, which will arrange to collect Solid Waste from SFD, MFD, CITY and Commercial Service Units in the City of Beaumont, transport for recycling and disposal and dispose of Solid Wastes which may contain small amounts of household products with the characteristics of hazardous wastes, collect and compost Organic Waste and collect and recycle Recyclable Materials from SFD, MFD, CITY, and Commercial Service Units in the City of Beaumont, and collect and recycle or dispose of Construction and Demolition Materials; and

J. There are no places within the City limits of the City of Beaumont where landfills are located, or which are suitable for the siting of a landfill and therefore Solid Waste must be exported from the City; and

K. CITY and CONTRACTOR agree that it is CONTRACTOR, and not CITY, which will select the landfill or transformation facility destination of the non-recyclable residential and commercial Solid Waste and Construction and Demolition Materials which Contractor will arrange to collect, that CITY has not, and by this Agreement does not, instruct CONTRACTOR on its collection methods, nor supervise CONTRACTOR in the collection of waste and nothing in this Agreement or other action of the CITY shall be construed to give rise to any inference that the CITY has any title, ownership or right of possession of such Solid Waste; and

L. CONTRACTOR represents and warrants to CITY that CONTRACTOR has the experience and qualifications to conduct recycling and waste diversion programs, to provide CITY with information sufficient to meet the CITY's reporting requirements to CalRecycle and other agencies under the Act, to meet CITY's other requirements under the Act, to arrange with persons in charge of day-to-day activities of Service Units in the City of Beaumont for the collection, safe transport and disposal of Solid Wastes which may contain small amounts of household products with the characteristics of Hazardous Wastes, in a safe manner which shall minimize the adverse effects of collection vehicles on air quality and traffic, and that CONTRACTOR has the ability to indemnify CITY in accordance with this Agreement; and

M. The City Council of the City of Beaumont determines and finds pursuant to California Public Resources Code § 40059(a)(1) that the public interest, health, safety and well-being, including the minimization of adverse impacts on air quality and traffic from excessive numbers of collection vehicles, the implementation of measures consistent with the City's Source Reduction and Recycling Component, and in an effort to reduce the CITY's potential CERCLA liability, would be served if CONTRACTOR were to be awarded an exclusive Franchise for collection, recycling, diversion and disposal of Solid Waste from Service Units in the City of Beaumont; and

N. Previously, CITY and CONTRACTOR entered into that "Agreement between City of Beaumont and Waste Management of Inland Valley, A division of Waste Management Collection and Recycling, Inc.," with term commencing March 1, 1997, for solid waste collection services, as amended on June 19, 2001, October 7, 2003, and December 21, 2010 (collectively "Prior Agreements"). The Parties agree that solid waste collection services shall continue to be provided by CONTRACTOR under the Prior Agreements until 11:59 p.m. on June 30, 2019 and that solid waste collection services shall resume pursuant to this Agreement as of 12:00 a.m. July 1, 2019 ("Effective Date") at which time the Parties agree that the Prior Agreement shall be superseded by this Agreement and this Agreement shall be controlling.

OPERATIVE PROVISIONS

Now, therefore, in consideration of the mutual covenants, agreements and consideration contained in this Agreement, CITY and CONTRACTOR agree as follows:

ARTICLE 1. Definitions

For the purpose of this Agreement, the definitions contained in this Article apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender includes the feminine gender. The meaning of terms or words not defined in this Article will be as commonly understood in the solid waste collection services industry when the common understanding is uncertain.

1.01 AB 341. State of California Assembly Bill No. 341 approved October 5, 2011. AB 341 requires businesses, defined to include commercial or public entities that generate more than 4 cubic yards of commercial solid waste per week or multifamily residential dwellings of 5 units or more to arrange for recycling services, on and after July 1, 2012. AB 341 requires jurisdictions, on and after July 1, 2012, to implement a commercial solid waste recycling program.

1.02 AB 939. State of California Assembly Bill No. 939 approved September 29, 1989 enacting the California Integrated Waste Management Act of 1989, codified in part at Public Resources Code §§ 40000 and following, as it may be amended and as implemented by the regulations of the California Department of Resources Recycling and Recovery (CalRecycle), or its successor agency.

1.03 AB 1594. State of California Assembly Bill No. 1594 approved September 28, 2014. AB 1594 provides that the use of green material as Alternative Daily Cover does not constitute diversion through recycling and would be considered disposal.

1.04 AB 1826. State of California Assembly Bill No. 1826 approved September 28, 2014. AB 1826 requires each jurisdiction, on and after January 1, 2016, to implement an organic waste recycling program to divert organic waste from businesses. Each business meeting specific organic waste or solid waste generation thresholds phased in from April 1, 2016 to January 1, 2020 is required to arrange for organic waste recycling services.

1.05 Act. Act means the Integrated Waste Management Act of 1989, as amended (California Public Resources Code Section 40000 *et. seq.*).

1.06 Agreement. This written document and all amendments, between CITY and CONTRACTOR, governing the provision of Collection Services.

1.07 Agreement Administrator. The City Manager, or his or her designee, designated to administer and monitor the provisions of this Agreement.

1.08 Agreement Year. Agreement year means each twelve (12) month period from July 1st to June 30th during the term of this Agreement.

1.09 Annual Diversion Report. The annual report submitted by CONTRACTOR to the CITY describing the previous Calendar Year's diversion activities, diversion percentages and associated calculations and the description of the diversion activity planned for the upcoming year, if applicable.

1.10 Appendix. Appendix means an appendix to this Agreement, as the same may be amended or modified from time to time in accordance with the terms hereof.

1.11 Applicable Law. All Federal, State, county, and local laws, regulations, rules, orders, judgments, decrees, rulings, permits, approvals, or other requirement of any governmental entity or regulatory or quasi-regulatory authority having jurisdiction over an aspect of the Collection Services, including judicial interpretations thereof, that are in force on the Effective Date including without limitation AB 341, AB 939, AB 1594, AB 1826 and SB 1383, and as may be enacted, issued or amended thereafter, until termination or expiration of this Agreement.

1.12 Best Management Practice. Best Management Practice means the collection of written activities, practices, policies and procedures prepared and proposed by a responsible party, and then approved by the Agreement Administrator, to prevent or reduce, to the maximum extent that is technologically and economically feasible, the discharge of pollutants to the storm drain system which might be generated from any site in the CITY.

1.13 Bins. A metal or plastic container, with a capacity of one (1) cubic yard up to and including six (6) cubic yards, designed or intended to be mechanically dumped into a loader packer type truck, that is approved for Collection Services by CITY. Bins may also include Compactors that are owned by Commercial Service Units by which the Commercial Collection Service occurs. The specifications for CONTRACTOR-provided Bins are set forth in **Exhibit 4**.

1.14 Biohazardous or Biomedical Waste. Any waste which may cause disease or reasonably be suspected of harboring pathogenic organisms; included are waste resulting from the operation of medical clinics, hospitals, and other facilities processing wastes which may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing and surgical gloves.

1.15 Brown Goods. Electronic equipment such as stereos, televisions, computers, VCR's and other similar items collected from SFD Service Units.

1.16 Business. All retail, professional, wholesale and industrial facilities, and other commercial enterprises offering goods or services to the public.

1.17 Business Days. Any Monday through Friday, excluding any holidays as defined in Section 3.06.

1.18 Calendar Year. Each twelve (12) month period from January 1 to December 31.

1.19 Carts. A heavy plastic receptacle with a rated capacity of at least twenty thirty-two (32) and not more than one-hundred (100) gallons, having a hinged tight-fitting lid and wheels, that is approved by the Agreement Administrator for use by Service Recipients for Collection Services under this Agreement. The specifications for CONTRACTOR-provided Carts are set forth in **Exhibit 4**.

1.20 CEQA. CEQA means the California Environmental Quality Act, codified at Cal. Pub. Res. Code 21000 et seq. as amended or superseded, and the regulations promulgated thereunder and as set forth in the California Code of Regulations.

1.21 CERCLA. The Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 and following, as may be amended and regulations promulgated thereunder.

1.22 Change in Laws. Change in Laws means any of the following events or conditions which has a material and adverse effects on the performance by the parties of their respective obligations under this Agreement (except for payment obligations), or on the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, management operation or maintenance of the operating assets or providing the franchise service or other matters to which Applicable Law applies:

(1) the enactment, adoption, promulgation, issuance, modification, or written change of or in Applicable Law, including but not limited to new or increased fees and charges imposed by the State of California or the U.S. Federal government directly related to the collection, handling, processing, recycling or disposal of Solid Waste, or the enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation on or after Effective Date of any Applicable Law;

(2) the order or judgment of any Governmental Body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the CITY or of the CONTRACTOR, whichever is asserting the occurrence of a

Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

(3) the denial of an application for, delay in the review, issuance or renewal of, suspension, termination, interruption or imposition of a new or more stringent condition in connection with the issuance, renewal or failure of issuance or renewal on or after the Effective Date of any Legal Entitlement to the extent that such denial, delay, suspension, termination, interruption, imposition or failure materially and adversely interferes with the performance of this Agreement, of and to the extent that such denial, delay, suspension, termination, interruption, imposition or failure is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the CITY or of the CONTRACTOR, whichever is asserting the occurrence of a Change of Law; provided, however, that the contesting in good faith or failure in good faith to contest any such denial, delay, suspension, termination, interruption, imposition or failure shall not be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

1.23 CITY. The City of Beaumont, California.

1.24 City Collection Service. City Solid Waste Collection Service, City Organic Waste Collection Service, City Recycling Service, and Street Sweeping Services.

1.25 City Facility. City Facility(ies) means any building or other site owned, leased or used regularly and significantly and the space therein occupied by more than seventy-five percent (75%) by employees or contractors of the CITY, and excludes those portions of such facilities used by others.

1.26 City Manager. City Manager means the City Manager of the City of Beaumont, or his or her designated representative, or any employee of the CITY who succeeds to the duties and responsibilities of the City Manager.

1.27 Code. Code means the City of Beaumont Municipal Code.

1.28 Collection. The process whereby Residential, Commercial, and City Solid Waste are removed and transported to a Disposal Facility, Organic Waste Processing Facility or Materials Recycling Facility as appropriate.

1.29 Collection Services. SFD Collection Service, MFD Collection Service, Commercial Collection Service, City Collection Service, and Construction and Demolition Debris and Other Temporary Collection Service.

1.30 Commercial Collection Service. Commercial Solid Waste Collection Service, Commercial Organic Waste Collection Service, and Commercial Recycling Service. Commercial Collection Service shall also include Collection from MFD Service Units and City Service Units. Commercial Collection Service specifically includes the following:

- A. Commercial Garbage Collection Service. The Collection of Commercial Garbage by CONTRACTOR, from Commercial Service Units in the Service Area and the delivery of that Commercial Solid Waste to a Disposal Facility.
- B. Commercial Organic Waste Collection Service. The Collection of Organic Waste, by CONTRACTOR, from Commercial Service Units in the Service Area, the delivery of those Organic Waste materials to an Organic Waste Processing Facility and the processing and marketing of those Organic Waste materials, and the disposal of all Commercial Organic Waste Processing Residue.
- C. Commercial Recycling Collection Service. The Collection of Recyclable Materials, by CONTRACTOR, from Commercial Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recycling Facility and the processing and marketing of those Recyclable Materials, and the disposal of all Commercial Recyclable Materials Processing Residue.

1.31 Compactor. Any Bin or Roll-Off Container which has a compaction mechanism, whether stationary or mobile.

1.32 CONTRACTOR. USA Waste of California, Inc., doing business as Waste Management of the Inland Empire, the entity that has obtained from the CITY this Agreement to provide Collection Services.

1.33 CONTRACTOR Representative. The person, or designee, designated by the CONTRACTOR to manage the provisions of this Agreement.

1.34 Construction and Demolition Debris and Other Temporary Collection Service. Temporary Collection and processing of Construction and Demolition Debris and other Solid Waste, and which is placed in a Bin or Roll-Off Container.

1.35 County. Riverside County, California.

1.36 Dispose or Disposal. The final disposition of Garbage collected.

1.37 Disposal Facility. The facility(ies) utilized by CONTRACTOR for the disposal, or processing as appropriate, of Garbage and other materials as appropriate and acceptable.

1.38 Dwelling Unit. Any individual living unit in a single-family dwelling, condominium, or town home (SFD), or MFD Units, or building intended for, or capable of being utilized for, residential living.

1.39 Effective Date. Effective date has the meaning specified in Section 2.1 of this Agreement.

1.40 Exempt Waste. Biohazardous or Biomedical Waste, Hazardous Waste, Sludge, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, dead animals, and those wastes under the control of the Nuclear Regulatory Commission.

1.41 Franchised Diversion. Franchise Diversion means the rate of diversion or which CONTRACTOR is responsible to achieve as defined and calculated to achieve in Section 5.02.1.

1.42 Garbage Collection Service. The Collection and disposal of Garbage from City Service Units, Commercial Service Units, MFD Service Units, SFD Service Units.

1.43 Gross Receipts. All revenue amounts received by CONTRACTOR for the provision of Collection Services pursuant to this Agreement, calculated in accordance with Generally Accepted Accounting Procedures (GAAP). The term Gross Receipts, for purposes of this Agreement, does not include any revenues generated from the sale of Recyclable Material, compost product or energy, or other receipts from state and local government accounts (e.g. grants, cash awards and rebates) resulting from the performance of this Agreement.

1.44 Household Hazardous Waste (HHW). Household products that can catch fire, react, or explode under certain circumstances, or that are corrosive or toxic as household hazardous waste. Products, such as paints, cleaners, oils, batteries, and pesticides can contain hazardous ingredients and require special care when you dispose of them.

1.45 Hazardous Waste. Any material which is defined as a hazardous waste under California or United States law or any regulations promulgated pursuant to such law, as such law or regulations may be amended from time to time.

1.46 Materials Recycling Facility (MRF). Any facility designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclable Materials for sale.

1.47 Maximum Service Rate. The maximum amount that CONTRACTOR may charge Service Recipients for Collection Services, as listed in **Exhibit 1**, and as may be adjusted in accordance with the provisions of this Agreement.

1.48 Mixed Use Dwelling. A building or structure which contains at least one (1) Business Service Unit and at least one (1) Dwelling Unit and utilizes a common Garbage Bin or Garbage Cart for the accumulation and Collection of Commercial Solid Waste.

1.49 MFD Collection Service. MFD Solid Waste Collection Service, MFD Recycling Service, MFD Organic Waste Collection Service, and MFD Large Item Collection Service. MFD Collection Service specifically includes the following:

- A. MFD Garbage Collection Service. The Collection of Residential Garbage, by CONTRACTOR, from MFD Service Units in the Service Area and the delivery of that Residential Garbage to a Disposal Facility.

- B. MFD Large Item Collection Service. The periodic on-call Collection of Large Items, by CONTRACTOR, from MFD Service Units in the Service Area and the delivery of those Large Items to a Disposal Facility, Materials Recycling Facility or such other facility as may be appropriate under the terms of this Agreement. MFD Large Item Collection Service may include the Collection of Large Items through the use of Roll-Off Containers.
- C. MFD Organic Waste Collection Service. The Collection of Organic Waste, by CONTRACTOR, from MFD Service Units in the Service Area, the delivery of those Organic Waste materials to an Organic Waste Processing Facility and the processing and marketing of those Organic Waste materials, and the disposal of all MFD Organic Waste Processing Residue.
- D. MFD Recycling Service. The Collection of Recyclable Materials by the CONTRACTOR from MFD Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recycling Facility and the processing and marketing of those Recyclable Materials, and the disposal of all MFD Recyclable Materials Processing Residue.

1.50 Non-Collection Notice. A form developed and used by CONTRACTOR, as approved by CITY, to notify Service Recipients of the reason for non-collection of materials set out by the Service Recipient for Collection by CONTRACTOR pursuant to this Agreement.

1.51 Organic Waste Collection Service. The collection, processing and marketing of Organic Waste from City Service Units, Commercial Service Units, MFD Service Units, SFD Service Units (in the Service Area and the disposal of all Organic Waste Processing Residual.

1.52 Organic Waste Processing Facility. Any facility designed, operated and legally permitted for the purpose of receiving, and processing Food Waste, Green Waste, Large Green Waste, and Other Organics.

1.53 Organic Waste Processing Residual. Materials Collected pursuant to this Agreement, including both Organic Waste, and Contaminants, that are delivered to an Organic Waste Processing Facility but are Residual as defined in Section 1.58.

1.54 Overage. Overage means excess Garbage, Organic Waste and Recyclable Materials (i) placed inside a Container that prevents the lid on the Container from being completely closed (i.e., lid remains open greater 45-degrees) or (ii) that could potentially result in excess materials spilling/dislodging during collection activity by CONTRACTOR's vehicles or require cleanup of the area around the Container.

1.55 Rebuilt Vehicle. For purposes of this Agreement, "rebuilt" means, at a minimum, replacement of worn parts and reconditioning or replacement of hydraulic systems, transmissions, differentials, electrical systems, engines, and brake systems. In addition, the rebuilt vehicle must be repainted, and its tires must have at least eighty-five percent (85%) of tread remaining.

1.56 Recyclable Materials Collection Service. The collection, processing and marketing of Recyclable Material from City Service Units, Commercial Service Units, MFD Service Units, SFD Service Units and the disposal of all Recyclable Materials Processing Residual.

1.57 Refuse Rate Index (RRI). The index sets as published by United States Bureau of Labor Statistics. The Index set used to calculate the Maximum Service Rates are:

- A. Employment Cost Index Series Id# CIS2014000000000I, all US Cities, not seasonally adjusted.
- B. Commodity Index Series Id# PPI-SW PCU562111, all US Cities, not seasonally adjusted.
- C. Transportation Industries Series Id# PCUATRANSATRANS, all US Cities, not seasonally adjusted not seasonally adjusted.

1.58 Residual or Residuals. Residual or Residuals means Garbage that is not diverted from landfill disposal after it has been delivered to an Organic Waste Processing Facility or a Recyclables Processing Facility for processing for diversion from landfill disposal. For determining the amount of Residuals in Recyclable Materials, CONTRACTOR shall conduct a characterization study of inbound Recyclable Materials by July 1st of each year to be used for the subsequent twelve (12) month period.

1.59 Roll-Off Collection Service. The collection of Roll-Off Containers containing Solid Waste from SFD Service Units, MFD service Units, City Service Units, or Commercial Service Units on a permanent or temporary basis.

1.60 Roll-Off Container. A metal container with a capacity of ten (10) or more cubic yards that is normally loaded onto a motor vehicle and transported to an appropriate facility.

1.61 SB 1016. State of California Senate Bill 1016, approved September 16, 2008 adopted a per capita disposal based accounting system for diversion reporting in meeting the mandated 50 percent diversion requirement as set by AB 939. SB 1016 also changed reporting and review process so that jurisdictions meeting the 50 percent diversion requirement would be subject CalRecycle (formally referred to as the CIWMB) review every four years, while those jurisdictions not meeting the 50 percent diversion requirement would continue to be reviewed by CalRecycle every two years.

1.62 SB 1383. State of California Senate Bill 1383, approved September 19, 2016 mandates a fifty percent (50%) reduction in disposal of Organic Materials from the 2014 levels by 2020 and seventy-five percent (75%) by 2025. According to CalRecycle's 2014 Waste Characterization Study, approximately 20 million tons of organics were disposed in 2014. For the SB 1383 mandates, this translates to a requirement to limit disposal of organics to roughly 10 million tons by January 1, 2020. A seventy-five percent (75%) reduction from the 2014 level requires California to limit disposal to roughly five (5) million tons of organics annually on and after 2025. Further, SB 1383 requires CalRecycle's regulations to include requirements designed to improve the recovery of edible food that is currently landfilled by twenty percent (20%) by 2025.

1.63 Service Area. That area within the city limits of the City of Beaumont designated by CITY as the Service Area as those limits may be adjusted from time to time by annexation or similar process as allowed under California law.

1.64 Service Recipient. An individual, Business, or the CITY receiving SFD, MFD, Commercial, or CITY Collection Services.

1.65 Service Unit. SFD Service Units, MFD Service Units, City Service Units, or Commercial Service Units. Service Unit specifically includes the following:

- A. City Service Unit. City Facility(ies) that utilize a Bin, Cart, or Roll-Off Container(s) for the accumulation and set-out of Solid Waste. City Service Units are listed in **Exhibit 3**, and as may be modified by written notice to CONTRACTOR by the CITY.
- B. Commercial Service Unit. Business Service Units, City Service Units and Mixed-Use Dwellings that utilize a Garbage Bin, Cart, Compactor, Roll-Off Container for the accumulation and set-out of Commercial Solid Waste.
- C. Multi-Family Dwelling Service Unit (MFD). Five (5) or greater Dwelling Units in the Service Area utilizing a Cart or Bin, or any combination of MFD Dwelling Units sharing Carts, Bins, or Roll-off Containers for the accumulation and set out of Residential Solid Waste.
- D. SFD Service Unit. Any Single-Family Dwelling Unit (SFD) in the Service Area utilizing a Cart, or any combination of 1 – 4 Dwelling Units sharing Carts, for the accumulation and set out of Residential Solid Waste.

1.66 SFD Collection Service. SFD Garbage Collection Service, SFD Recycling Service, SFD Organic Waste Collection Service, SFD Large Item Collection Service, and SFD Used Oil Collection Service. SFD Collection Service specifically includes the following:

- A. SFD Garbage Collection Service. The Collection of Residential Garbage, by CONTRACTOR, from SFD Service Units in the Service Area and the delivery of that Residential Garbage to a Disposal Facility.
- B. SFD Large Item Collection Service. The periodic on-call Collection of Large Items, by CONTRACTOR, from SFD Service Units in the Service Area and the delivery of those Large Items to a Disposal Facility, Materials Recycling Facility or such other facility as may be appropriate under the terms of this Agreement. SFD Large Item Collection Service does not include the Collection of Large Items through the use of Roll-Off Containers.
- C. SFD Organic Waste Collection Service. The Collection of Organic Waste, by CONTRACTOR, from SFD Service Units in the Service Area, the delivery of those

Organic Waste materials to an Organic Waste Processing Facility and the processing and marketing of those Organic Waste materials, and the disposal of all SFD Organic Waste Processing Residual.

- D. SFD Recycling Service. The Collection of Recyclable Materials by the CONTRACTOR from SFD Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recycling Facility and the processing and marketing of those Recyclable Materials, and the disposal of all SFD Recyclable Materials Processing Residual.

1.67 Sharps. Medical devices that have acute rigid corners, edges or protuberances capable of cutting or piercing, including but not limited to hypodermic needles, hypodermic needles with syringes, needles with attached tubing, or acupuncture needles.

1.68 Sludge. The accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other such waste having similar characteristics or effects.

1.69 Solid Waste. The materials described in Public Resources Code Section 40191, including Garbage, Recyclable Materials, Organic Waste, Construction and Demolition Debris, and Large Items. Solid Waste does not include Exempt Waste. Solid Waste specifically includes the following:

- A. Construction and Demolition Debris. Used or discarded materials resulting from construction, remodeling, repair or demolition operations on any type of structure.
- B. Food Waste. Food scraps and trimmings and other putrescible waste that results from food production, preparation, storage, consumption or handling. Food Waste includes but is not limited to meat, fish and dairy waste, fruit and vegetable waste, grain waste, and compostable food contaminated paper products. Food Waste does not include Exempt Waste.
- C. Garbage. All putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with, or results from the storage, preparation, cooking or handling of food materials attributed to normal activities of a Service Unit. Garbage must be generated by and at the Service Unit wherein the Garbage is Collected. Garbage does not include those items defined as Exempt Waste.
- D. Green Waste. Any vegetative matter resulting from normal yard and landscaping maintenance that is not more than five (5) feet in its longest dimension or six (6) inches in diameter or weighs more than fifty (50) pounds. Green Waste includes plant debris, such as grass clippings, leaves, pruning, weeds, branches, brush, Holiday trees, and other forms of organic waste and must be generated by and at

the SFD Service Unit where the Green Waste is Collected. Green Waste does not include items defined as Exempt Waste.

- E. Large Green Waste. Oversized Green Waste such as tree trunks and branches with a diameter of not less than six (6) inches and not more than two (2) feet and a length of not more than five (5) feet in its longest dimension, which are attributed to the normal activities of an SFD Service Unit. Large Green Waste must be generated by and at the SFD Service Unit where the Large Green Waste is Collected, and is Collected by means of Large Item Collection.
- F. Large Items. Those materials including furniture; carpets; mattresses; E-Waste, White Goods; Brown Goods; clothing; Large Green Waste which are attributed to the normal activities of an SFD Service Unit. Large Items must be generated by and at the SFD Service Unit wherein the Large Items are Collected. Large Items do not include items defined as Exempt Waste.
- G. Organic Waste. Food Waste, Green Waste, and Other Organics, either separately or commingled with each other, that has been separated at the source of generation from Garbage and Recyclable Materials.
- H. Other Organics. Other Organics includes food-soiled paper and paper products, compostable food wares and compostable food packaging, stable materials, manure, and natural fiber textiles, and other compostable materials as may be required by the CITY or CalRecycle.
- I. Recyclable Materials. Those materials which are capable of being recycled using available processes and markets and which would otherwise be processed or disposed of as Residential Garbage or Commercial Garbage. These materials will be as defined by CITY. Recyclable Materials currently being Collected include: newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, Kraft brown bags and paper, paperboard, paper egg cartons, office ledger paper, and telephone books); glass containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); steel including "tin" cans and small scrap (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); bimetal containers; mixed plastics such as empty plastic containers and empty bottles including containers made of HDPE, LDPE, PET, PVC, or PP; or textiles. CITY and CONTRACTOR agree to meet from time to time as needed to discuss additions or deletions from the list of Recyclable Materials. CONTRACTOR may request removal of Recyclable Materials due to market limitations, which request will be decided by the Agreement Administrator.

J. White Goods. Inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar household appliances.

1.70 Work Day. Any day, Monday through Saturday, that is not a holiday as set forth in Section 3.07 of this Agreement.

ARTICLE 2. Term of Agreement and Considerations

2.01 Initial Term. Subject to the provisions of this Agreement related Termination, the initial term of this Agreement will be for a twenty (20) year period beginning midnight July 1, 2019 ("Effective Date") and terminating on 11:59 pm June 30, 2039.

2.02 Extension of Term Option. Provided that CONTRACTOR is not then in default of any material term or condition of the Agreement or has been previously designed as a "habitual violator" as provided in Article 23 and that the Extension Term Option has not been voided as provided in Section 2.04 below, CONTRACTOR may request no more than two (2) separate and sequential five (5) year term extensions to the Initial Term ("Extended Term") by providing CITY with written notice of the request at least eighteen (18) months prior to the expiration of the Initial Term or any Extended Term. CITY shall meet and confer with CONTRACTOR at least two (2) times prior to expiration of the Initial Term or any Extended Term, but under no circumstances will CITY be obligated to extend the term, and CITY may extend the Term in the exercise of the CITY's sole and absolute discretion.

2.03 Performance Review Prior to Five (5) Year Extension. If CONTRACTOR requests a term extension as described in Section 2.02 above, then CITY may initiate a billing audit and performance review to be conducted as described in Section 11.02. Regardless of the outcome of this billing audit and performance review, CITY will have no obligation to extend the term of the Agreement.

2.04 Voiding of Term Extension Option. In the event CONTRACTOR materially fails to meet the minimum service and/or diversion requirements set forth in Section 5.01, during the Initial Term or any Extended Term, CONTRACTOR understands and agrees that its option to request an Extended Term from CITY shall be voided that this Agreement will terminate on June 30, 2039 as set forth in Section 2.01 of this Agreement or at the end of the first Extended Term as the case may be.

2.05 Other Provisions. The CITY may, at the end of the Initial Term or any Extended Term renegotiate the terms and conditions of the Agreement with the CONTRACTOR, excluding the negotiation of a payment to CITY, for an Extended Term and / or request proposals from qualified contractors to provide Collection Services. CITY retains the right to both negotiate with CONTRACTOR while concurrently conducting as request for proposal process.

2.06 Consideration for Franchise. In consideration for CITY's grant of the exclusive franchise, for negotiation of this Agreement, and for retention of the longstanding relationship with CITY, CONTRACTOR shall make when due the payments described in this Article, and as may otherwise be set forth in this Agreement, to CITY. All of CONTRACTOR's payments to CITY, whether described in this Article or otherwise in the Agreement, are general funds of the CITY subject to characterization, appropriation and expenditures at the sole discretion of the City Council.

2.06.1 Franchise Fee. CONTRACTOR shall pay an annual Franchise Fee to CITY in equal quarterly installments on July 1st, October 1st, January 1st, and April 1st, of each CITY fiscal year, with the first quarterly installment payment due on July 1, 2019. Payments will be delinquent if not paid in full within five (5) calendar days of the due date. The initial annual Franchise Fee shall be **Two Million One-Hundred Thousand Dollars (\$2,100,000)** per year which will remain unadjusted until the CITY fiscal year 2024/2025 (commencing July 1, 2024) at which time, and continuing thereafter the Franchise Fee will be annually adjusted by the RRI amount as established in Section 4.07.

2.06.2 AB 939 Support Fee. CONTRACTOR shall pay an AB 939 Support Fee to the CITY for the CITY'S costs to provide AB 939 Support Services. The AB 939 Support Fee of **One-Hundred Twenty-Five Thousand Dollars (\$125,000)** each year shall be paid each year starting July 1, 2019. The AB 939 Support Fee shall be paid in full on July 1st of each Agreement year starting on July 1, 2019.

2.06.2.1 Starting on July 1, 2020, and each July 1st thereafter, the AB 939 Support Fee amount shall be annually adjusted by the RRI amount as established in Section 4.07.

2.06.3 Franchise Retention Fee. CONTRACTOR shall pay a Franchise Retention Fee of **Five Million Dollars (\$5,000,000)**. The Franchise Retention Fee shall be paid to the CITY in full by August 1, 2019. If the Franchise Retention Fee is not paid in full by August 1, 2019, this Agreement shall be null and void, and any monies paid by the CONTRACTOR to the CITY shall be retained by the CITY. In the event that the CITY and CONTRACTOR mutually agree to modify the Term of the Agreement, the Parties agree to meet and confer to determine an additional amount to be paid by CONTRACTOR to CITY for modification to the Term of this Agreement, including any early termination of the Term as may be requested by CONTRACTOR.

ARTICLE 3. Services Provided by Contractor

3.01 Grant of Exclusive Agreement. Subject to the exceptions stated in Section 3.02, CITY hereby grants to CONTRACTOR, on the terms and conditions set forth herein, the exclusive franchise, right and privilege to collect, remove and dispose of, in a lawful manner, Solid Waste accumulating in the CITY's Service Area, as may be adjusted from time to time by approved annexations, that are required to be accumulated and offered for collection to the CONTRACTOR in accordance with the CITY's Municipal Code, for the Term of and within the scope set forth in this Agreement.

3.02 Recyclable Materials, Organic Waste, and Large Item Disposal by Service Recipients. Nothing in this Agreement will be construed as requiring Service Recipients to set out Recyclable Materials, Organic Waste, or Large Items for Collection by CONTRACTOR. Service Recipients may dispose of Recyclable Materials, Organic Waste, and Large Items by other appropriate means, including but not limited to, taking Recyclable Materials, Organic Waste, or Large Items to drop-off facilities and donating or selling such items to private or public entities and availing themselves of the Self-Haul provisions of CITY's Solid Waste Ordinance 2.01.

3.03 Responsibility for Service Billing and Collection. CONTRACTOR is responsible for the billing and collection of payments for Collection Services within the Service Area and will assume those services as of the Effective Date. CONTRACTOR will work with CITY's staff in between the date this Agreement is approved and the Effective Date to transfer over billing services and to ensure a smooth transition of such services for the CITY and all Service Recipients. Notwithstanding the proceeding provision, CONTRACTOR will not bill for Collection Services provided to City Service Units at City Facilities listed in **Exhibit 3**.

3.04 Service Standards. CONTRACTOR must perform all Collection Services under this Agreement in a thorough and professional manner.

3.05 Labor and Equipment. CONTRACTOR must provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of CONTRACTOR's obligations under this Agreement. CONTRACTOR must at all times have sufficient backup equipment and labor to fulfill CONTRACTOR's obligations under this Agreement. No compensation for CONTRACTOR's services or for CONTRACTOR's supply of labor, equipment, tools, facilities or supervision will be provided or paid to CONTRACTOR by CITY or by any Service Recipient except as expressly provided by this Agreement.

3.06 Holiday Service. The CITY observes New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day as legal holidays. CONTRACTOR is not required to provide Collection Services or maintain office hours on the designated holidays. In any week in which one of these holidays falls on a Work Day, SFD Collection Services for the holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week with normally scheduled Friday SFD Collection Services being performed on Saturday. Commercial Collection Services will be adjusted as set forth in Article 8 but must meet the minimum frequency requirements of one (1) time per week.

3.07 Inspections. The CITY has the right to inspect CONTRACTOR's facilities or Collection vehicles and their contents at any reasonable time while operating inside or outside the CITY.

3.08 Commingling of Materials.

3.08.1 Materials Collected from Other Waste Streams. CONTRACTOR may not at any time commingle any materials Collected pursuant to this Agreement with any other material Collected by CONTRACTOR from other waste streams, whether inside or outside the CITY, without at least thirty (30) days prior to the proposed comingling providing the Agreement Administrator with written justification of need to comingling materials, to the reasonable satisfaction of the Agreement Administrator. If comingling is approved and takes place, CONTRACTOR agrees to indemnify, defend and hold CITY harmless from any claims, demands, fines or penalties arising from CONTRACTOR's comingling.

3.08.2 Recyclable Materials. Subject to Section 3.09, CONTRACTOR must not at any time commingle SFD or Commercial Recyclable Materials Collected pursuant to this Agreement with any other material type Collected by CONTRACTOR without the express prior written authorization of the Agreement Administrator.

3.08.3 Organic Waste. Subject to Section 3.09, CONTRACTOR must not at any time commingle SFD or Commercial Organic Waste Collected pursuant to this Agreement with any other material type Collected by CONTRACTOR, without the express prior written authorization of the Agreement Administrator.

3.09 Recyclable Materials and Organic Waste Contamination. CONTRACTOR must offer the Service Recipients the correct combination of Cart, Bin and Roll-Off Container sizes and collection frequency that matches their unique service needs to reduce contamination of Recyclable Materials and Organic Waste. To support CITY'S diversion goals and CONTRACTOR'S Diversion Requirements as set forth in Section 5.01, CONTRACTOR is only required to collect Recyclable Materials if they have been separated by the Service Recipient from Garbage and Organic Waste, and is only be required to collect Organic Waste if it has been separated by the Service Recipient from Garbage and Recyclable Materials.

As part of CONTRACTOR'S Public Education Services under Section 14.01, CONTRACTOR agrees to provide outreach and support to SFD Service Recipients. Additionally, CONTRACTOR'S route collection personnel will report to CONTRACTOR'S supervisors if they observe potential contamination problems, and/or insufficient collection capacity. For purposes of determining if Recyclable Materials or Organic Waste are deemed to be contaminated, if, by visual or digital inspection, Recyclable Materials are commingled with ten percent (10%) by weight or volume of Garbage or Organic Waste, or if, by visual inspection, Organic Waste is commingled with three percent (3%) by volume of Garbage or Recyclable Materials, then Recyclable Materials and/or Organic Waste will be deemed to be contaminated and CONTRACTOR may take the following steps:

3.09.1 SFD Service Recipients.

3.09.1.1 First and Second Occurrence. For the first and second occurrence within any one Calendar Year of contamination for a particular container (i.e., Recyclable Materials or Organic Waste), CONTRACTOR must collect the contaminated container (as Solid Waste) and must affix a Contamination Violation Notice to the contaminated container which contains instructions on the proper procedures for sorting Recyclable Materials or Organic Waste, and must notify the Service Recipient by phone, U.S. mail, e-mail, or in person (which may be a container tag), that for the third and subsequent incidents of excess contamination, the Service Recipient may be charged a contamination fee for the contaminated container, and for the fifth or subsequent occurrence of contamination, CONTRACTOR may increase the Cart size, or require an additional Cart. CONTRACTOR'S representative must also contact the Service Recipient by phone, U.S. mail, e-mail, or in person (which may be a container tag) to ensure that they have the appropriate level of service for proper collection of Recyclable Materials and/or Organic Waste. CONTRACTOR must also provide digital/visual documentation to the Service Recipient that clearly documents the Service Recipient's on-going contamination problems.

3.09.1.2 Third and Fourth Occurrence. For the third and fourth occurrence within any one Calendar Year of contamination for a particular container (i.e., Recyclable Materials or Organic Waste), CONTRACTOR will provide a Contamination Violation Notice that contains instructions on the proper procedures for setting out Recyclable Materials or Organic Waste, and CONTRACTOR must collect the contaminated Container (as Solid Waste) and may charge the Service Recipient a contamination

fee as set forth in **Exhibit 1**. For any contamination fee charge being assessed, CONTRACTOR must provide digital/visual documentation to the Service Recipient that clearly documents the Service Recipient's on-going contamination problems.

3.09.1.3 Fifth and Subsequent Occurrence. For the fifth or subsequent occurrence within any one Calendar Year of contamination for a particular container (i.e., Recyclable Materials or Organic Waste), CONTRACTOR must collect the contaminated Container (as Solid Waste) and must charge the Service Recipient a contamination fee as set forth in **Exhibit 1**. CONTRACTOR must continue providing the Recyclable Materials or Organic Waste Collection Services. CONTRACTOR must provide (or have provided) digital documentation to the Service Recipient that clearly documents the Service Recipient's on-going contamination problems and written Notices of contamination as described above. CONTRACTOR must notify CITY within five (5) Business Days if CONTRACTOR increases in the Cart size or requires an additional Cart for excessive contamination or imposes a contamination surcharge to the account for a period of six months or until the Service Recipient has demonstrated no contamination for a period of three consecutive months. CITY will consult with CONTRACTOR and consider, and pursue as applicable, appropriate legal remedies against offending Service Recipients in order to secure discontinuance of the contamination. All CITY costs of such action shall be recoverable from the offending Service Recipients.

3.09.2 Commercial and MFD Service Recipients. The following provisions will apply to all Commercial and MDF Service Recipients except those eligible for temporary treatment pursuant to Section 3.09.3.

3.09.2.1 First Occurrence. For the first occurrence within any one Calendar Year of contamination for a particular container (i.e., Recyclable Materials or Organic Waste), CONTRACTOR must collect the contaminated container (as Solid Waste) and must affix a Contamination Violation Notice to the contaminated container which contains instructions on the proper procedures for sorting Recyclable Materials or Organic Waste, and must notify the Service Recipient by phone, U.S. mail, e-mail, or in person (which may be a container tag), that for the second and subsequent incidents of contamination, the Service Recipient will be charged a contamination fee for the contaminated container, and for the fifth or subsequent occurrence of excess contamination, CONTRACTOR may increase the Cart or Bin size or collection frequency or impose a contamination surcharge on the account for a period of six months or until the Service Recipient has demonstrated no contamination for a period of three consecutive months. CONTRACTOR's representative must also contact the Service Recipient by phone, U.S. mail, e-mail, or in person (which may be a container tag) to ensure that they have the appropriate level of service for proper collection of Recyclable Materials and/or Organic Waste. CONTRACTOR must also provide digital/visual documentation to the Service Recipient that clearly documents the Service Recipient's contamination problem.

3.09.2.2 Second, Third and Fourth Occurrence. For the second, third and fourth occurrence within any one Calendar Year of contamination for a particular container (i.e., Recyclable Materials or Organic Waste), CONTRACTOR will provide a Contamination Violation Notice that contains instructions on the proper procedures for setting out Recyclable Materials or Organic Waste, and CONTRACTOR must collect the contaminated Container (as Solid Waste) and will charge the Service

Recipient a contamination fee as set forth in **Exhibit 1**. For any contamination fee charge being assessed, CONTRACTOR must provide digital/visual documentation to the Service Recipient that clearly documents the Service Recipient's on-going contamination problems.

3.09.2.3 Fifth and Subsequent Occurrence. For the fifth and subsequent occurrence within any one Calendar Year of contamination for a particular container (i.e., Recyclable Materials or Organic Waste), CONTRACTOR must collect the contaminated Container (as Solid Waste) and must charge the Service Recipient a contamination fee as set forth in **Exhibit 1**. CONTRACTOR must continue providing the Recyclable Materials or Organic Waste Collection Services. CONTRACTOR must provide (or have provided) digital documentation to the Service Recipient that clearly documents the Service Recipient's on-going contamination problems and written Notices of contamination as described above. CONTRACTOR must notify CITY within five (5) Business Days if CONTRACTOR increases in the Cart or Bin or size or collection frequency for excessive contamination or imposes the contamination surcharge to the account. CITY will consider, and pursue as applicable, appropriate legal remedies against offending Service Recipients in order to secure discontinuance of the contamination. All CITY costs of such action shall be recoverable from the offending Service Recipients.

3.09.3 Exception to Commercial or MFD Contamination Procedures. The following provisions will only apply to New Commercial and MFD Service Recipients on or after July 1, 2019 and to those Service Recipients as of July 1, 2019 who were not then receiving Recyclable Materials or Organic Waste Collection Service. For eligible Service Recipients the contamination procedures provided below will apply for the first year of their new service, or for existing service recipients will only apply for one year commencing July 1, 2019. After this grace period, the provisions of Section 3.09.2 will be applicable to the Service Recipient.

3.09.3.1 First and Second Occurrence. For the first and second occurrence within any one Calendar Year of contamination for a particular container (i.e., Recyclable Materials or Organic Waste), CONTRACTOR must collect the contaminated container (as Solid Waste) and must affix a Contamination Violation Notice to the contaminated container which contains instructions on the proper procedures for sorting Recyclable Materials or Organic Waste, and must notify the Service Recipient by phone, U.S. mail, e-mail, or in person (which may be a container tag), that for the third and subsequent incidents of excess contamination, the Service Recipient may be charged a contamination fee for the contaminated container, and for the fifth or subsequent occurrence of excess contamination, CONTRACTOR may increase the Cart or Bin size or collection frequency or impose a contamination surcharge as provide in Section 3.09.2 CONTRACTOR's representative must also contact the Service Recipient by phone, U.S. mail, e-mail, or in person (which may be a container tag) to ensure that they have the appropriate level of service for proper collection of Recyclable Materials and/or Organic Waste. CONTRACTOR must also provide digital/visual documentation to the Service Recipient that clearly documents the Service Recipient's on-going contamination problems.

3.09.3.2 Third and Fourth Occurrence. For the third and fourth occurrence within any one Calendar Year of contamination for a particular container (i.e., Recyclable Materials or Organic Waste), CONTRACTOR will provide a Contamination Violation Notice that contains instructions on the proper procedures for setting out Recyclable Materials or Organic Waste, and CONTRACTOR must

collect the contaminated Container (as Solid Waste) and may charge the Service Recipient a contamination fee as set forth in **Exhibit 1**. For any contamination fee charge being assessed, CONTRACTOR must provide digital/visual documentation to the Service Recipient that clearly documents the Service Recipient's on-going contamination problems.

3.09.3.3 Fifth and Subsequent Occurrence. For the fifth or subsequent occurrence within any one Calendar Year of contamination for a particular container (i.e., Recyclable Materials or Organic Waste), CONTRACTOR must collect the contaminated Container (as Solid Waste) and must charge the Service Recipient a contamination fee as set forth in **Exhibit 1**. CONTRACTOR must continue providing the Recyclable Materials or Organic Waste Collection Services. CONTRACTOR must provide (or have provided) digital documentation to the Service Recipient that clearly documents the Service Recipient's on-going contamination problems and written Notices of contamination as described above. CONTRACTOR must notify CITY within five (5) Business Days if CONTRACTOR increases in the Cart or Bin or size for excessive contamination or imposes a contamination surcharge to the account as provided in Section 3.09.2. CITY will consult with CONTRACTOR and consider, and pursue as applicable, appropriate legal remedies against offending Service Recipients in order to secure discontinuance of the contamination. All CITY costs of such action shall be recoverable from the offending Service Recipients.

3.09.4 Tracking Occurrences of Contamination. Regarding Sections 3.09.1 – 3.09.3, each Contamination occurrence is tracked annually per Calendar Year, and resets at the start of each Calendar Year.

3.09.5 Disputes Over Excess Contamination Charges. If Service Recipient disputes a contamination charge (which must be within 30 days of them being assessed), CONTRACTOR shall temporarily halt any contamination charge and/or increased Maximum Service Rate resulting from increasing the Cart or Bin size or collection frequency, and CONTRACTOR may request a ruling by the City Manager to resolve the dispute. A request by CONTRACTOR to the City Manager to rule on any such dispute must be filed within ten (10) Business Days of CONTRACTOR's halting of contamination charge, or increased Maximum Rate, and must include written documentation and digital/visual evidence of ongoing overall problems. The City Manager may request a meeting (in person or phone) with both the Service Recipient and CONTRACTOR to resolve the dispute. Following such a meeting, the City Manager will rule on the dispute within ten (10) Business Days, and the City Manager's decision on resolving the dispute between and Service Recipient will be final. If the City Manager rules in favor of the Service Recipient, CONTRACTOR will credit the disputed contamination charges or increased Maximum Service Rate. If the City Manager rules in favor of CONTRACTOR, CONTRACTOR may charge Service Recipient the prior halted contamination charge and/or increased Maximum Service Rate resulting from increasing the Cart or Bin size or collection frequency and may follow the steps in Section 4.04 for collection of delinquent accounts.

3.10 Container Overage and Correction Procedures.

3.10.1 Overage and Correction Procedures.

CONTRACTOR shall offer the Service Recipients the correct combination of Cart, Bin and Roll-Off Container sizes and collection frequency that matches each Service Recipient's unique service needs to enable clean, efficient, and cost-effective collection of Solid Waste. CITY and CONTRACTOR agree that overflow of Solid Waste that is not properly in the Service Recipient's Cart(s), Bin(s) or Roll-Off Container(s) may negatively impact public health and safety. CONTRACTOR has also agreed to conduct recycling audits and provide outreach and support to Service Recipient accounts receiving the correct service level. However, in the event that Service Recipients are found to habitually overflow their Solid Waste Cart(s), Bin(s) or Roll-Off Container(s), CONTRACTOR may take the steps as listed below to correct Service Recipient's on-going overflow of Solid Waste.

3.10.1.1 Prior Arrangements for Collection. If the Service Recipient has made prior arrangements with CONTRACTOR for collection of Solid Waste Overages, CONTRACTOR must collect such overages as arranged, and may charge the Service Recipient the Solid Waste Overage fee (prior arrangement) rate set forth in **Exhibit 1**.

3.10.1.2 No Prior Arrangements. If the Service Recipient has not made prior arrangements with CONTRACTOR for collection of Solid Waste Overage, (i) CONTRACTOR may collect such Solid Waste Overage at no additional charge as a courtesy, (ii) CONTRACTOR may not collect the Solid Waste Overage and leave a Non-Collection Notice explaining the reason for non-collection of the Solid Waste Overage, (c) CONTRACTOR may collect the Solid Waste Overage and charge the Service Recipient the Solid Waste Overage fee (no prior arrangement) rate set forth in **Exhibit 1** as provided below, or increase the capacity or frequency of collection of the existing Cart(s), Bin(s) and Roll-Off Container(s) to match documented service needs as provided below. In managing Solid Waste Overages, the following apply:

3.10.2 SFD Service Recipients.

3.10.2.1 Each Occurrence. For each occurrence CONTRACTOR will not collect the Solid Waste Overage and CONTRACTOR must provide the following written notice (via e-mail, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient: (i) the date, description and photograph of the Solid Waste Overage. CONTRACTOR's Non-Collection Notice for SFD Service Recipients shall also contain instructions on (a) how to schedule a Large Item Collection or (b) request an additional Cart to eliminate future Overages.

3.10.3 Commercial and MFD Service Recipients.

3.10.3.1 Each Occurrence. CONTRACTOR must provide a written notice on the Container, and may provide a copy of the notice via e-mail, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient with the date, description and photograph of the Solid Waste Overage. CONTRACTOR may collect the Solid Waste Overage and may charge the Service Recipient a Solid Waste Overage fee as set forth in **Exhibit 1**, and increase the capacity or collection frequency of the Cart, Bin or Roll-Off Container to match documented service needs. At least ten (10) Business Days prior to increasing the Cart, Bin or Roll-Off Container size or frequency of Collection, CONTRACTOR's representative must also contact the Service Recipient by phone, U.S. mail, e-mail or in

person (which may be by Non-Collection Notice) to ensure that Service Recipient has the appropriate level of service. CONTRACTOR must notify CITY within ten (10) Business Days of any changes in Service Recipient's Cart, Bin or Roll-Off Container size or collection frequency. The increased capacity or collection frequency will remain in effect until CONTRACTOR determines that it is no longer needed to prevent overages, which may be longer than the one Calendar Year stated above. Such determination will be in CONTRACTOR's sole but reasonable discretion and will be subject to the dispute resolution procedure set forth below. CITY will consider, and pursue as applicable, appropriate legal remedies against offending Service Recipients in order to secure discontinuance of the overages. All CITY costs of such action shall be recoverable from the offending Service Recipients.

3.10.4 Tracking Occurrences of Solid Waste Overage. Regarding Sections 3.10.2 – 3.10.3, each Solid Waste Overage occurrence is tracked annually per Calendar Year, and resets at the start of each Calendar Year.

3.10.5 Disputes Over Container Overage Charges. If Service Recipient disputes Solid Waste Overage charge or size or collection frequency change (must be within 30 days of the disputed action), CONTRACTOR must temporarily halt Solid Waste Overage charge and/or increased Maximum Service Rate resulting from increasing the Solid Waste Cart, Bin or Roll-Off Container size or collection frequency, and CONTRACTOR may request a ruling by the City Manager to resolve the dispute. A request by CONTRACTOR to the City Manager to rule on any such dispute must be filed within ten (10) Business Days of CONTRACTOR's halting of Solid Waste Overage charge, or increased Maximum Rate, and must include written documentation and digital/visual evidence of ongoing overall problems. The City Manager may request a meeting (in person or phone) with both the Service Recipient and CONTRACTOR to resolve the dispute. Following such a meeting, the City Manager will rule on the dispute within ten (10) Business Days, and the City Manager's decision on resolving the dispute between and Service Recipient will be final. If the City Manager rules in favor of the Service Recipient, CONTRACTOR must credit the disputed charge or increased Maximum Service Rate. If the City Manager rules in favor of CONTRACTOR, CONTRACTOR may charge Service Recipient the prior halted Solid Waste Overage charge and/or increased Maximum Service Rate resulting from increasing the Solid Waste Cart, Bin or Roll-Off Container size or collection frequency and may follow the steps in Section 4.04 for collection of delinquent accounts.

3.11 Ownership of Materials. Except as provided otherwise under Applicable Law, title to Solid Waste will pass to CONTRACTOR at such time as said materials are placed in CONTRACTOR's Collection vehicle.

3.12 Spillage and Litter. CONTRACTOR shall not litter premises in the process of providing Collection Services or while its vehicles are on the road. CONTRACTOR must transport all materials Collected under the terms of this Agreement in such a manner as to minimize the spilling or blowing of such materials from CONTRACTOR's vehicles. CONTRACTOR must exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping of Solid Waste and must immediately, at the time of occurrence, clean up such spilled or dropped Solid Waste.

3.12.1 Except as provided in Section 8.02.3, CONTRACTOR is not responsible for cleaning up sanitary conditions caused by the carelessness of the Service Recipient; however,

CONTRACTOR must clean up any material or residue that is spilled or scattered by CONTRACTOR or its employees and report such instances in writing to the CITY by the close business within one (1) working day of the occurrence.

3.12.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from CONTRACTOR's operations or equipment repair must be covered immediately with an absorptive material and removed from the street surface. If such fluid leakage or spillage results in staining the street or sidewalk surface, CONTRACTOR must apply a suitable cleaning agent to the street surface to provide adequate cleaning.

3.12.3 The above paragraphs notwithstanding, CONTRACTOR must clean up any spillage or litter caused by CONTRACTOR within the same Work Day upon notice from the CITY.

3.12.4 To facilitate such cleanup, CONTRACTOR's vehicles must at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel.

3.13 Regulations and Record Keeping. CONTRACTOR must comply with emergency notification procedures required by applicable laws and regulatory requirements. All records required by regulations must be maintained at CONTRACTOR's facility. These records must include waste manifests, waste inventories, waste characterization records, inspection records, incident reports, and training records.

ARTICLE 4. Charges and Rates

4.01 Collection Services. CONTRACTOR is responsible for the billing and collection of payments for all Collection Services. CONTRACTOR must charge Service Recipients not more than the service rates established in **Exhibit 1** and such rates may only be adjusted as provided for under this Agreement. CONTRACTOR will not charge for Collection Services provided to City Service Units.

4.02 Partial Month Service. If, during a month, a Service Unit is added to or deleted from CONTRACTOR's Service Area, CONTRACTOR's Billing will be pro-rated based on the daily service rate (daily service rate is the service rate established in **Exhibit 1** divided by the number of actual days in the month that service was provided to the Service Unit).

4.03 Production of Invoices. CONTRACTOR must produce an invoice, in a form approved by the Agreement Administrator, for services received under this Agreement in advance. SFD Service Recipients shall be invoiced on a two (2) month billing cycle, and MFD and Commercial Service Recipients shall be invoiced monthly. CONTRACTOR's invoice must be remitted to the Service Recipient no later than the twentieth (20th) day of the month preceding the period for which service is being billed. Invoices may be submitted by mail or electronically, and payment methods may include by check, credit card or ACH debit. Where it has been determined that a Service Recipient has overpaid for service, for any reason, CONTRACTOR must provide the Service Recipient a credit against future invoices or a refund (as selected by the Service Recipient, and where the refund amount exceeds the regular invoicing amount) within thirty (30) days of the next-scheduled invoicing.

4.04 Delinquent SFD Service Accounts. In consideration for CONTRACTOR's agreement to not discontinue Collection Service from delinquent SFD Service Unit, CITY agrees to assist CONTRACTOR with placing and collecting qualifying delinquencies, including late fees and interest in the amounts set forth in **Exhibit 1**, on the tax roll in accordance with Health & Safety Code Section 5473a *et seq.* CONTRACTOR shall, by April 1st of each year or at such other time as CITY and CONTRACTOR shall agree upon, notify CITY in writing as to whether it will seek to have CITY place and collect qualifying delinquencies on the tax roll. CONTRACTOR shall be responsible for timely preparing, at no cost to CITY, all required information, reports, notices, and materials including without limitation, the report required by Health & Safety Code section 5473, the notices required by Health & Safety Code section 5473.1, and paying for any publication costs. In addition, should CITY's City Attorney or special counsel, determine that placement of eligible delinquencies on the tax roll also required CITY to comply with the requirements of Proposition 218 and implementing legislation and court decisions (hereinafter "PROP 218), then CONTRACTOR shall timely prepare, at no cost to CITY, all required information, report, notices and materials necessary to comply with PROP 218. CITY agrees that it shall within sixty (60) days after the Effective Date of this Agreement adopt the necessary ordinance authorizing collection of eligible delinquent SFD Service Recipients on the tax roll, and to hold all hearings, timely publish all notices, and timely make all filings, required under the above sections, provided CONTRACTOR has timely provided the required information, reports, notices and materials to CITY. For the purposes of this section, an "qualifying delinquency" is an SFD Service Recipients that is at least sixty (60) days in arrears and for which CONTRACTOR has provided at least one written notice delivered to the service recipient by mail or other reasonable means.

4.04.1 Report of Delinquencies. In addition to, and to facilitate the foregoing, but not in lieu of any requirement stated above, CONTRACTOR shall report to the Agreement Administrator, on a quarterly basis, all Service Recipients who have received Collection Service and whose account is over ninety (90) days past due. The CITY shall assist CONTRACTOR in placing delinquent accounts on the Riverside County property tax roll, and shall pay CONTRACTOR money collected from payment of the delinquency, less the CITY's cost to administer the tax roll lien process.

4.04.2 CONTRACTOR's Reservation of Legal Rights and Remedies. Notwithstanding the foregoing, CONTRACTOR reserves its right to, and may take such action as is legally available to collect or cause collection of such past due amounts. Provided however, that CONTRACTOR must not discontinue Collection Services on any SFD Service Unit; either (1) in the event that CONTRACTOR has elected not to pursue the procedure described in section 4.04 above and CONTRACTOR has received the express written permission of the Agreement Administrator; or (2) in the event that CONTRACTOR has elected to pursue the procedure described in section 4.04 above, but there is a valid and successful protest hearing as provided in Health & Safety Code section 5473.2 rendering the CITY legally unable to pursue placing and collecting qualifying delinquencies on the tax roll in any particular year or years. CONTRACTOR may cease provision of Collection Services to any MFD Service Unit or Commercial Service Unit due to non-payment, including late fees and interest in the amounts set forth in **Exhibit 1**, upon thirty (30) days prior written notice to the Service Recipient and the Agreement Administrator. Collection of delinquent MFD and Commercial Service Recipients shall not be eligible for placement and collection on the tax roll.

4.05 Adjustments to Maximum Service Rates using Refuse Rate Index (RRI).

4.05.1 Adjustments to SFD Maximum Service Rates July 1, 2019 - June 30, 2024.

4.05.1.1 For the period July 1, 2019 through June 30, 2021, SFD Maximum Service Rates are firm and fixed as reflected in **Exhibit 1**, and no adjustments shall be allowed.

4.05.1.2 For the periods July 1, 2021 through June 30, 2024, SFD Maximum Service Rates may only be adjusted based on documented changes in the County of Riverside’s landfill disposal per ton rate as approved by the Riverside County Board of Supervisors. No other changes will be allowed to SFD Maximum Service Rates until July 1, 2024 other than pursuant to Section 4.05.1.3.

4.05.1.3 For the periods July 1, 2021 through, June 30, 2022, July 1, 2022 through June 30, 2023, and July 1, 2023 through June 30, 2024 only if Riverside County increases the per ton disposal rate, adjustment to SFD Maximum Service Rates can be made as follows:

For each 12-month period as listed above by April 1st, CONTRACTOR shall provide CITY with written documentation of the following: (a) Calculating the percentage of the total SFD Maximum Service Rate directly attributed to landfill disposal per ton tipping fee; (b) subtracting the direct disposal cost from the total SFD Maximum service Rate, (c) calculating the percentage change in County of Riverside approved per ton disposal fee for the prior Agreement Year, (d) calculating the dollar amount adjustment to the disposal costs by applying the percentage change in disposal costs to the disposal costs, (e) calculating the new per ton disposal fee for subsequent Agreement Year; and (f) calculating the new SFD Maximum Service Rates by adding the new disposal cost (e) to the collection cost (b). Below is an example:

\$24.99/month = SFD Maximum Service Rate – 64-gallon Service Recipient (July 1, 2019 – June 30, 2021 SFD Maximum Service Rate)

- (a) \$4.50/month disposal cost = 18% of direct disposal cost of 64-gallon Service Recipient
- (b) \$20.49/month = collection/operating costs of 64-gallon Service Recipient.
- (c) 3.5% = the percentage change in the approved Riverside County Disposal per ton tipping fee for July 1, 2021, July 1, 2022 and July 1, 2023 (July 1, 2021 = \$40.00/ton compared to July 1, 2022 = \$41.40/ton.
- (d) \$0.16/month increased disposal cost/month = 3.5% of \$4.50 (old disposal cost).
- (e) \$4.66/month = new disposal cost by adding the \$0.16 (disposal cost increase) + \$4.50 (old disposal cost).
- (f) \$25.15/month = July 1, 2021 SFD Maximum Service Rate by adding the \$20.49 (collection/operating cost) + \$4.66 (new disposal cost).

4.05.1.4 Starting July 1, 2024, and each July 1st thereafter, SFD Maximum Service Rates shall be adjusted in accordance with Section 4.07.

4.06 Adjustments to MFD and Commercial Maximum Service Rates on July 1, 2020. The MFD and Commercial Maximum Service Rates shall be adjusted on July 1, 2020 and thereafter as provided in Section 4.07 and following.

4.07 Adjustment of Maximum Service Rates.

4.07.1 Adjustments Using the Refuse Rate Index (RRI). Beginning on July 1, 2020 for MFD and Commercial Service Units and July 1, 2024 for SFD Service Units, and annually thereafter, CONTRACTOR shall, subject to compliance with all provisions of this Section, be eligible to receive an annual adjustment to all Maximum Service Rates set forth in **Exhibit 1** to this Agreement. The maximum increase in any one year shall not exceed four percent (4.0%) over the prior reporting period as indicated by the RRI and the minimum increase shall not be less than one percent (1.0%) over the prior reporting period as indicated by the RRI. In any year in which the RRI indicates an increase of more than four percent (4%) ("overage") or an increase of less than one percent (1%) ("underage"), over the last reporting period, the amount of overage or underage will not be included in the adjustment for the subject year nor shall the amount of overage or underage be carried over into any succeeding year.

4.07.2 12-Month Annual Average. The RRI adjustment shall be the sum of the weighted percentage changes for all RRI indices. The percentage change in each RRI index shall be calculated using the change in the 12-month annual average of RRI index values between the base year, which shall be the prior preceding 12-month period ending December 31, and the preceding 12-month period ending December 31. Therefore, as applied to the adjustment for Commercial and MFD and by way of example only, the first RRI adjustment (effective July 1, 2020) for MFD and Commercial Service Rates will be based on the percentage changes between the average 12-month index values for the period of January 1, 2019 through December 31, 2019 (the previous year) and the average index values for the period January 1, 2018 through December 31, 2018 (the prior previous year).

4.07.3 The weighted percentage change the RRI index shall be calculated using the RRI methodology as described below which specifically weights each sub-index for use in the calculation of RRI:

- (a) 48% of the Total Maximum Service Rates to be adjusted by changes in the U.S. Bureau of Labor Statistics Employment Cost Index Series Id# CIS20140000000001, all US Cities, not seasonally adjusted.
- (b) 40% of the Total Maximum Service Rates to be adjusted by changes in the U.S. Bureau of Labor Statistics Commodity Index Series Id# PPI-SW PCU562111, all US Cities, not seasonally adjusted.
- (c) 12% of the Total Maximum Service Rates to be adjusted by changes in the U.S. Bureau of Labor Statistics Transportation Industries Series Id# PCUATRANSATRANS, all US Cities, not seasonally adjusted not seasonally adjusted.

4.07.3.1 RRI Financial Information. On or before February 1, 2020, and annually thereafter on February 1st during the Term of this Agreement, CONTRACTOR shall deliver to CITY financial information and all calculations sufficient to allow the CITY to verify the accuracy of CONTRACTOR's RRI adjustment.

4.07.4 Rounding. Adjustments to the overall Maximum Service Rates shall be made only in units of one cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in making adjustments. All RRI indices shall be rounded at two (2) decimal places for the adjustment calculations.

4.08 CITY Verify Calculation of Maximum Service Rates. On or before February 1, 2020, and annually thereafter during the term of this Agreement, CONTRACTOR shall notify CITY's Agreement Administrator in writing of the RRI adjustments to the affected Maximum Service rates to take place on the subsequent July 1st and the calculations such adjustments are derived from. The Agreement Administrator shall verify the calculations and the adjustment and shall resolve discrepancies in the calculation or adjustment with CONTRACTOR. The Parties agree that verification of the calculation and adjustment by CITY's Agreement Administrator shall constitute an amendment of rate sheets as reflected in **Exhibit 1** of the Agreement. This process shall not apply to Extraordinary Adjustments as provided in Section 4.10.

4.09 Recyclable Materials Processing and Marketing Adjustment. From July 1, 2019 through June 30, 2020 CONTRACTOR shall determine baseline values for collection, processing and return to market for recyclable materials collected from CITY for SFD and for Commercial/MFD in the aggregate, will meet and confer with CITY with regard to these calculations and CITY and CONTRACTOR will mutually agree to the SFD and Commercial/MDF baseline values ("Baseline Values"). After July 1, 2024, if CONTRACTOR experiences a positive or negative change of more than 10% in the Baseline Values, CONTRACTOR may request to meet and confer with CITY to discuss possible adjustments to the Maximum Service Rates not covered under Section 4.07 above. CONTRACTOR must provide verifiable documentation to the CITY's satisfaction of the change in Baseline Values if the CITY is to consider any adjustments to the Maximum Service Rates not covered under Section 4.07. Any such adjustment under this Section 4.09 shall be considered as an Extradentary Adjustment to Maximum Service Rates as provided for in Section 4.10.

4.10 Extraordinary Adjustment to Maximum Service Rates. In addition to adjustments to the Maximum Service Rates made in accordance with Section 4.07, CONTRACTOR may petition CITY in writing in conjunction with the annual rate adjustment application, or at such other times as are reasonably necessary, but not more often than once during any Agreement Year for an adjustment in the Maximum Service Rates in the event of a Change in Laws or a negative 10% or more change in the Baseline Values under section 4.09 above, resulting or reasonably anticipated to result in a material increase in the cost of services provided under this Agreement or the revenue received from such services ("Extraordinary Adjustment"). However, such changes shall not include circumstances within the control of CONTRACTOR, such as changes in the purchase price of new equipment, amounts reimbursed by insurance companies, rebates of any type, or inaccurate estimates by CONTRACTOR of its cost of operations.

Extraordinary Adjustments will only be effective after approval by City Council and may not be applied retroactively.

CONTRACTOR's request for an Extraordinary Adjustment must contain substantial proof and justification to support the need for the adjustment including a description of the Change in Laws and how the Change affects costs of service or revenue. For each request brought pursuant to this section, CONTRACTOR must prepare a schedule documenting the costs and how they are necessitated by the Change in Laws. Such request must be prepared in a form acceptable to CITY with support for assumptions made by CONTRACTOR in preparing the estimate.

CITY may request from CONTRACTOR such further information, as it deems necessary to fully evaluate the request and make its determination. CITY is entitled to a reimbursement of its costs in reviewing a request for an Extraordinary Adjustment. CITY will review CONTRACTOR's request and, in CITY's reasonable judgment, make the final determination as to whether an adjustment will be made, and if an adjustment is permitted, the appropriate amount of the adjustment.

4.11 Performance Standards for Adjustments to Rates. In order to be eligible for an RRI adjustment under Section 4.07 or an Extraordinary Adjustment under Section 4.10, CONTRACTOR must not then be in default of the Agreement, but CONTRACTOR may be in the process of curing a default if prosecuting timely, as provided under Article 23 of this Agreement.

4.12 Adjustments Due to Changes in Fees, Payments, or CITY Services. In the event that CITY elects to increase or decrease the amount of fees or payments beyond those amounts provided for in Section 2.6, or City Services, the CITY and CONTRACTOR shall meet and confer to determine the appropriate adjustment in the Maximum Service Rates in accordance with Section 24.01.

4.13 Procedures in Event of Invalidation of Rate Adjustment. In the event that CITY is unable by operation of Applicable Law to approve or implement an Extraordinary Adjustment, CONTRACTOR will have the right, within thirty (30) days after notice of any such inability to approve or validate an approved Extraordinary Adjustment, or to request, in writing, that CITY negotiate in good faith regarding reductions in programs, services, or fees to compensate for any negative impact from the unapproved or invalidated rate increase. If CITY fails to commence negotiations in good faith or negotiations are not completed within forty-five (45) days following the date of receipt of CONTRACTOR's request, CONTRACTOR may terminate this Agreement no earlier than eighteen (18) months after written notice to the other.

ARTICLE 5. Diversion Requirements

5.01 Minimum Requirements. CITY requires CONTRACTOR to achieve a minimum annual Franchised Diversion rate and assist CITY in complying with CalRecycle diversion standards as described in Section 5.02 and 5.03 below. CONTRACTOR must provide documentation to CITY within forty-five (45) days of the end of each calendar year stating and supporting that calendar year's diversion rate as set forth in Section 5.03. CONTRACTOR's Diversion Plan is outlined in **Exhibit 7**.

5.01.1 On July 1, 2021, and not more often than once every two (2) years, thereafter CONTRACTOR may request waiver or revision of Franchised Diversion requirements, the parties agree to

meet and confer, and negotiate in good faith, regarding adjustments to the minimum diversion requirement, the availability of permitted facilities that are capable of processing material to achieve the required levels of diversion, the availability of commercially viable markets for Recyclable Materials or Organic Waste, and international trade embargoes. CITY may not unreasonably withhold approval of the waiver or revision provided that CONTRACTOR has presented sufficient documentation for its request.

5.01.2 If CITY fails to comply with CalRecycle diversion standards due to CONTRACTOR's failure to implement the Franchised Diversion and public education programs provided for in this Agreement and CONTRACTOR fails to achieve a minimum annual Franchised Diversion Rate as described in Section 5.03, CONTRACTOR must submit a corrective action plan to assist CITY to comply with Section 41780 and other Applicable Laws, by May 15th following the year the diversion requirements were not met. CONTRACTOR's corrective action plan is subject to approval by the Agreement Administrator, and to be approved must constitute a good faith corrective action plan to allow CITY to comply with Public Resources Code section 41780 and other Applicable Laws. Implementation of the corrective action plan will be at CONTRACTOR's sole cost and expense. If CONTRACTOR fails to submit a corrective action plan acceptable to the CITY, CONTRACTOR may be subject to Administrative Charges as specified in Section 19.04. Provided that CONTRACTOR has implemented all required CONTRACTOR diversion and public education programs required under this Agreement, and has submitted a corrective action plan acceptable to the CITY, CONTRACTOR's failure to meet the Franchised Division requirements under Section 5.03 shall not constitute an event of default under this Agreement.

5.01.3 If CONTRACTOR fails to meet its Franchised Diversion requirements or if CITY fails to comply with CalRecycle diversion standards, and CONTRACTOR has implemented all required CONTRACTOR diversion programs, the CITY may direct CONTRACTOR to modify its programs, or implement new diversion programs. Any such modification of CONTRACTOR's existing diversion programs or addition of new diversion programs done at the CITY's request would be in accordance with Section 24.01.

5.01.4 Notwithstanding any other provision of this Agreement to the contrary, where CalRecycle has determined that there are no commercially viable markets for a specific type of Recyclable Materials, or with written notice to CITY, CONTRACTOR is unable to identify a market for one or more Recyclable Materials despite the exercise of commercially reasonable efforts to process and market the material, and determines, in the interest of safeguarding public health, to dispose of the Recyclable Material(s), such a determination shall not constitute a failure to implement service, a failure to implement a program, or an event of default hereunder.

5.02 Diversion Rate Calculation.

5.02.1 Franchised Diversion Rate Calculation. For purposes of determining whether CONTRACTOR has met its Franchised Diversion requirements under this Agreement, CITY and CONTRACTOR agree the annual Franchised Diversion rate will be calculated using the following formula: *"the tons of materials Collected by CONTRACTOR from Collection Services in CITY that are delivered to a Materials Recovery Facility, Organic Waste Processing Facility, or any other processing facility, or that are otherwise handled in a manner that counts as diversion under applicable CalRecycle regulations (in each*

case, net of all residue from processing), divided by the total tons of materials Collected in the CITY by CONTRACTOR from the provision of Collection Services in each Calendar Year.”

5.02.2 CalRecycle Diversion Requirement Calculation. For purpose of determining whether CONTRACTOR has met its CalRecycle diversion requirements under this Agreement, CITY and CONTRACTOR agree the CalRecycle diversion requirement rate will be calculated using the following formula: “CITY’s Pounds Per Person Per Day disposal allowance divided by the Pounds Per Day generated in each Calendar Year.”

5.03 CONTRACTOR’s Diversion Requirements. For purposes of Article 5, CONTRACTOR’s Franchised Diversion requirements are:

5.03.1 For Calendar Years 2021, 2022, and 2023, the minimum annual Franchised Diversion rate requirement will be forty percent (40%) and CalRecycle diversion standards will be fifty-five percent (55%).

5.03.2 For Calendar Years 2024 and 2025, the minimum annual Franchised Diversion rate requirement will be forty-five percent (45%) and CalRecycle diversion standards will be sixty-five percent (65%).

5.03.3 For Calendar Years 2026 and 2027, the minimum annual Franchised Diversion rate requirement will be fifty percent (50%) and CalRecycle diversion standards will be sixty-five (65%). For Calendar Years 2028, and for each Calendar Year thereafter during the term of this Agreement, the minimum annual Franchised Diversion rate requirement will be fifty percent (50%) and CalRecycle diversion standards will be seventy-five percent (75%).

5.04 Warranties and Representations. CONTRACTOR warrants that it is aware of and familiar with CITY’s waste stream, and that it has the ability to and must provide sufficient programs and services designed to ensure CITY will meet or exceed the diversion requirements as set forth in this Section 5.01, as well as the diversion requirements of the Applicable Laws (including, without limitation, amounts of Solid Waste to be diverted, time frames for diversion, and any other requirements) (including AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383, and all amendments and related subsequent legislation), and that it will do so without imposing any costs or fees other than those set forth on **Exhibit 1**, except as provided in Section 24.01.1.

5.05 Mutual Cooperation. CITY and CONTRACTOR will reasonably cooperate in good faith with all efforts by each other to meet CITY’s diversion and other compliance requirements imposed by the Applicable Laws, including without limitation, AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383, and to meet CONTRACTOR’s obligations under this Article 5. In this regard, CITY’s obligations include, without limitation, making such petitions and applications as may be reasonably requested by CONTRACTOR for time extensions in meeting diversion goals, or other exceptions from the terms of Applicable Laws, and to agree to authorize such changes to CONTRACTOR’s Solid Waste Collection Services, or Collection Service programs as may be reasonably requested by CONTRACTOR in order to achieve the minimum requirements of this Article 5.

5.06 Guarantee. Except for programs currently required by Applicable Law but not set forth in this Agreement, or programs CONTRACTOR is expressly instructed by CITY not to implement, or services which a Service Recipient refuses to accept, CONTRACTOR guarantees that it will implement the diversion programs set forth in this Agreement such that: (i) CONTRACTOR and CITY will at all times be in compliance with the requirements of the Applicable Laws applicable to them including without limitation AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383, and (ii) CITY will meet or exceed the diversion requirements (including, without limitation, amounts of Garbage to be diverted, time frames for diversion, and any other requirements) set forth in this Article 5 and the Applicable Laws including without limitation AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383, and all amendments thereto (subject to Section 22.02). In this regard CONTRACTOR agrees that it will, in addition to any other Agreement requirement, at its sole cost and expense:

5.06.1 Assist CITY in responding to inquiries from CalRecycle or any other regulatory agency;

5.06.2 Assist CITY in preparing for, and participating in, CalRecycle's biannual review of CITY's SRRE pursuant to Public Resources Code section 41825;

5.06.3 Assist CITY in applying for any extension, including under Public Resources Code section 41820.5, if so directed by CITY;

5.06.4 Assist CITY in any hearing conducted by CalRecycle, or any other regulatory agency, relating to CITY's compliance with the Applicable Laws including without limitation AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383;

5.06.5 Assist CITY with the development of and implement a public awareness and education program that is consistent with CITY's SRRE and Household Hazardous Waste Element, as well as any related requirements of the Applicable Laws; and

5.06.6 Provide CITY with Recycling, source reduction, and other technical assistance as may be needed to comply with the Applicable Laws including without limitation AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383.

ARTICLE 6. Service Units

6.01 Service Units. Service Units include all the following categories of premises which are in the Service Area as of July 1, 2019 and all such premises which may be added to the Service Area by means of annexation, new construction, or as otherwise set forth in this Agreement during term of this Agreement:

6.01.1 SFD Service Units,

6.01.2 Commercial Service Units (includes MFD and Roll-Off),

6.01.3 City Service Units

6.01.4 Any question as to whether a premise falls within one of these categories will be determined by the Agreement Administrator and the determination of the Agreement Administrator will be final.

6.02 Service Unit Changes. CITY and CONTRACTOR acknowledge that during the term of this Agreement it may be necessary or desirable to add or delete Service Units for which CONTRACTOR will provide Service.

6.02.1 Additions and Deletions. CONTRACTOR must provide services described in this Agreement to new Service Units in CONTRACTOR's Service Area within five (5) Work Days of receipt of notice from CITY or the new Service Unit to begin such Service.

6.03 Annexation. If during term of the Agreement, additional territory within or adjacent to the CONTRACTOR's Service Area is acquired by CITY through annexation, subject to the requirements of Public Resources Code section 49520, CONTRACTOR agrees to provide Collection Services in such annexed area in accordance with the provisions and service rates set forth in this Agreement. Such Collection Services must begin within five (5) Work Days of receipt of written notice from CITY. CONTRACTOR may not begin Collection Service without written authorization from CITY.

6.04 Route Map Update. CONTRACTOR must revise the Service Unit route maps to show the addition of Service Units added due to annexation and must provide such revised maps to the Agreement Administrator as requested.

ARTICLE 7. SFD Collection Services

7.01 SFD Collection Services. The SFD Collection Services are governed by the following terms and conditions:

7.01.1 Conditions of Service. CONTRACTOR must provide SFD Collection Service to all SFD Service Units in the Service Area whose SFD Garbage is properly containerized in Garbage Carts, Recyclable Materials are properly containerized in Recycling Carts, except as set forth in Section 7.09; Organic Wastes are properly containerized in Organic Waste Carts, except as set forth in Sections 7.08 or 7.09, where the Solid Waste carts have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to CONTRACTOR's Collection crew and vehicle.

7.02 On-Premises Service. Notwithstanding any term or definition set forth in this Agreement, CONTRACTOR must provide on-premises Collection of SFD Solid Waste to an SFD Service Unit as follows:

7.02.1 At no additional cost to the SFD Service Unit:

7.02.1.1 SFD Service Units where all adult Service Recipients residing therein have disabilities that prevent them from setting their Solid Waste Cart at the curb for Collection, and if a request for on-premises service has been made.

7.02.2 At an additional cost to the SFD Service Unit:

7.02.2.1 CONTRACTOR must provide on-premises service to SFD Service Recipients on a subscription basis and may charge an additional Service Rate as specified in **Exhibit 1**.

7.02.3 Collection Day. CONTRACTOR must provide On-Premises Service Collection on the same Work Day that curbside Collection would otherwise be provided to the SFD Service Unit.

7.03 Frequency and Scheduling of Service. Except as set forth in Section 7.09, SFD Collection Service must be provided one (1) time per week on a scheduled route basis. SFD Collection Service must be scheduled so that all SFD Service Units receive SFD Garbage Collection Service, SFD Recyclable Material Collection Service, and SFD Organic Waste Collection Service on the same Work Day.

7.04 Hour and Days of Collection. SFD Collection Service must be provided, commencing no earlier than 6:00 a.m. and terminating no later than 7:00 p.m. The hours, day, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior verbal or written consent of the Agreement Administrator.

7.05 Manner of Collection. The CONTRACTOR must provide SFD Collection Service with as little disturbance as possible and must leave any Solid Waste Cart(s) in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

7.05.1 CONTRACTOR's employees providing SFD Collection Service must follow the regular walk for pedestrians while on private property and may not trespass nor cross property to the adjoining premises unless the occupant or owner of both properties has given permission. Care should be taken to prevent damage to property, including flowers, shrubs, and other plantings.

7.05.2 Replacement of Carts. CONTRACTOR's employees must take care to prevent damage to Carts by unnecessary rough treatment. However, any Cart damaged by the CONTRACTOR must be replaced by CONTRACTOR, at CONTRACTOR's expense, within five (5) Work Days at no cost or inconvenience to the Service Recipient.

7.05.2.1 Upon notification to CONTRACTOR by CITY or a Service Recipient that the Service Recipient's Cart(s) has been stolen or damaged beyond repair through no fault of CONTRACTOR, CONTRACTOR must deliver a replacement Cart(s) to such Service Recipient within five (5) Work Days. CONTRACTOR must maintain records documenting all Cart replacements occurring on a monthly basis.

7.05.2.2 Each Service Recipient is entitled to the replacement of one (1) damaged by no fault of Service Recipient, lost, destroyed, or stolen Cart every ten (10) years during the life

of this Agreement at no cost to the Service Recipient. Except in the case of a Cart that must be replaced because of damage caused by CONTRACTOR or in the case where CONTRACTOR elects to replace a Cart rather than repair it on-site, CONTRACTOR will be compensated for the cost of those replacements in excess of one (1) per type of Cart per Service Recipient every ten (10) years during the term of the Agreement, in accordance with the "Cart Exchange" Service Rate set forth in **Exhibit 1**, or as may be adjusted by the CITY from time to time as provided under this Agreement.

7.05.2.3 CONTRACTOR understands and agrees that this provision is intended to be applied on a per Cart type, individual Service Recipient basis and accordingly each Service Recipient could receive up to three (3) replacement Carts, one (1) of each type, every ten (10) years during the term of the Agreement.

7.05.2.4 CONTRACTOR must comply with CalRecycle container requirements as they may apply during the term of this Agreement. If any such changes are adopted after the Effective Date that results in CONTRACTOR being required to replace containers before they have been fully depreciated, CONTRACTOR will be eligible for additional compensation in accordance with Section 24.01.1.

7.05.3 Repair of Garbage, Recycling and Organic Waste Carts. CONTRACTOR is responsible for the repair of Carts, including but not be limited to, hinged lids, wheels and axles. Within five (5) Work Days of notification by the CITY or a Service Recipient of the need for such repairs, CONTRACTOR must repair the Cart or if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service Recipient.

7.05.4 Cart Exchange. Upon notification to CONTRACTOR by CITY or a Service Recipient that a change in the size of a Cart is requested, CONTRACTOR must deliver such Cart to such Service Recipient within five (5) Work Days. Each SFD Service Unit is eligible to receive one (1) free Cart exchange per Calendar Year during the term of this Agreement with a total of five (5) Carts being exchanged. Accordingly, CONTRACTOR will be compensated only for the cost of those exchanges in excess of one (1) occurrence per Calendar Year for those SFD Service Units receiving different Cart sizes, in accordance with the "Cart Exchange" service rate as set forth in **Exhibit 1** or as may be adjusted this Agreement.

7.05.5 Additional Garbage Cart Request. Upon notification to the CONTRACTOR by CITY or a Service Recipient that additional Carts for Garbage are requested, CONTRACTOR must deliver such Carts to such Service Recipient within five (5) Work Days, at the rate set forth in **Exhibit 1**.

7.05.6 Additional Recyclable Materials or Organic Waste Carts. For those Service Recipients utilizing 96 gallon Recyclable Materials Carts or 96 gallon Organic Waste Carts, CONTRACTOR must provide up to one (1) additional Recyclable Materials Carts and/or one (1) additional Organic Waste Carts to SFD Service Recipients within five (5) days of request at no additional cost provided that additional Carts are used by SFD Service Recipients for the purposes of setting out additional Recyclable Materials or Organic Waste for regular weekly SFD Recycling or Organic Waste Collection Service. CONTRACTOR

will be compensated for the cost of additional Carts requested in excess of two (2) Recyclable Materials or Organic Waste Carts as set forth in **Exhibit 1** or as may be adjusted under this Agreement.

7.05.7 Ownership of Carts. Ownership of Carts is vested in the CONTRACTOR.

7.06 SFD Garbage Collection Service. This service is governed by the following terms and conditions:

7.06.1 Non-Collection. CONTRACTOR is not required to Collect any Residential Garbage that is not placed in a Garbage Cart. In the event of non-collection, CONTRACTOR will follow the steps set forth in Section 3.10.

7.06.2 Disposal Facility. Except as set forth below, all Residential Garbage Collected as a result of performing SFD Garbage Collection Services must be transported to, and disposed of, at the Disposal Facility. In the event the Disposal Facility is closed on a Work Day, CONTRACTOR must transport and dispose of the Residential Garbage at another legally permitted disposal facility. Failure to comply with this provision will result in the levy of an administrative charge as specified in this Agreement and may result in the CONTRACTOR being in default under this Agreement.

7.07 SFD Recycling Service. This service is governed by the following terms and conditions:

7.07.1 Overages. Corrugated cardboard that will not fit inside the Recyclable Materials Cart may be placed beside the Recycling Cart during the two-week period beginning December 26th each year during the term of this Agreement.

7.07.2 Material Recycling Facility. Subject to 3.09, all Recyclable Materials Collected as a result of performing recycling services must be delivered to the Material Recycling Facility. Failure to comply with this provision will result in the levy of an administrative charge as specified in this Agreement and may result in CONTRACTOR being in default under this Agreement.

7.07.2.1 Recycling - Changes to Services. Should changes in Applicable Law arise that necessitate any additions or deletions to the services described in this Section 7.07, including the type of items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will enter into an Agreement amendment covering such modifications to the services to be performed and the compensation to be paid before undertaking any changes or revisions to such services.

7.08 SFD Organic Waste Collection Service. This service is governed by the following terms and conditions:

7.08.1 Starting July 1, 2019 CONTRACTOR's SFD Organic Waste Collection Service is required to include only Green Waste to comply with AB 1594. However, CONTRACTOR must expand the SFD Organic Waste Collection Service to include Food Waste and Other Organics as part of the SFD Organic Waste Collection Services by January 1, 2022, or as may be required by CalRecycle to comply with SB 1383. Collected Organic Waste shall be processed at a properly permitted Organic Waste Processing Facility.

7.08.2 CONTRACTOR must comply with CalRecycle collection frequency requirements as they may apply during the term of this Agreement. In the event such required changes to collection frequency that cause CONTRACTOR to incur additional collection costs, CONTRACTOR is entitled to receive additional compensation in accordance with Section 24.01.1.

7.08.3 Organic Waste Processing Services. CONTRACTOR must ensure that all Organic Waste Collected pursuant to this Agreement is diverted from the landfill in accordance with AB 939, AB 1826, AB 1594, SB 1016 and SB 1383, and any subsequent or other Applicable Law.

7.08.4 CONTRACTOR must ensure that the Organic Waste Collected pursuant to this Agreement is not disposed of in a landfill, except for residue resulting from processing.

7.08.5 Organic Waste Processing Facility. CONTRACTOR must deliver all Collected Organic Waste to a fully permitted Organic Waste Processing Facility or a fully permitted Organic Waste transfer station. All expenses related to Organic Waste processing and marketing will be the sole responsibility of CONTRACTOR.

7.08.6 Holiday Tree Collection. CONTRACTOR must Collect Holiday Trees set out at the curb for Collection during the two-week period beginning December 26th each year during the term of this Agreement. CONTRACTOR must deliver the Collected Holiday Trees to an appropriate facility for processing. This annual service will be provided at no additional charge to the SFD Service Recipient. CONTRACTOR is not required to divert Holiday Trees with tinsel, flocking or ornaments.

7.09 SFD Large Item Collection Service. This service is governed by the following terms and conditions:

7.09.1 Conditions of Service. CONTRACTOR must provide SFD Large Item Collection Service to all SFD Service Units in the Service Area whose Large Items have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to CONTRACTOR's Collection crew and vehicle. Up to two times per Calendar Year, the Service Recipient will be limited to the equivalent of 1.5 cubic yard of uncontainerized Solid Waste, or six (6) large items, or ten (10) 32-gallon bags at no additional cost or expense. For subsequent collection in any Agreement Year, the CONTRACTOR shall receive compensation from the Service Recipient at the rate for such service as set in **Exhibit 1**.

7.09.2 Frequency of Service. SFD Large Item Collection Service must be provided within three (3) Work Days of receipt of the request. CONTRACTOR will use good faith efforts to collect Large Items on the regular Collection day if the request is received at least forty-eight (48) hours in advance. The Service Recipient may not intentionally commingle residential Large Items with other Solid Waste.

7.09.3 Large Items Containing Freon. In the event CONTRACTOR Collects Large Items that contain Freon, CONTRACTOR must handle such Large Items in a manner such that the Large Items are not subject to regulation as hazardous waste under applicable state and federal laws or regulations.

7.09.4 Maximum Reuse and Recycling. CONTRACTOR must dispose of Large Items collected from Service Units pursuant to this Agreement in accordance with the following hierarchy:

- 7.09.4.1 Reuse as is (where energy efficiency is not compromised).
- 7.09.4.2 Disassemble for reuse or Recycling.
- 7.09.4.3 Recycle.
- 7.09.4.4 Disposal.

7.09.5 CONTRACTOR may not landfill such Large Items unless the Large Items cannot be reused or recycled.

7.09.6 CITY Direction of Large Items. CITY reserves the right to direct CONTRACTOR to take Large Items Collected pursuant to this Section to a designated site or sites for the purpose of permitting persons who will reuse or recycle such Large Items to obtain the Large Items at no cost. CONTRACTOR has no obligation to dispose of the Large Items or large Item residue remaining at the directed site or sites after reusers and recyclers have removed reusable or recyclable Large Items.

7.10 Used Motor Oil and Motor Oil Filter Collection.

7.10.1 CONTRACTOR shall provide collection of used motor oil motor oil filters as part of CONTRACTOR's SFD Collection Services, at no charge to SFD Service Recipients. The CONTRACTOR will provide SFD Service Units with oil collection containers.

7.10.2 CONTRACTOR shall provide SFD Service Recipients upon request with used motor oil containers and heavy-duty zip lock bags for used motor oil filters. SFD Service Recipient's will be allowed to recycle up to two (2) gallons of used motor oil per month using this service. Used motor oil must be properly containerized and bagged in accordance with CONTRACTOR's instructions and set out next the Garbage Cart. Used motor oil must be recycled and/or lawfully disposed.

7.11 Sharps Collection.

7.11.1 CONTRACTOR shall provide a program for the mail-back of used Sharps to SFD Service Recipients that request to participate in such program. At a minimum, the Sharps mail-back program shall result in each SFD Service Recipient who desires to participate in it annually receiving one "kit" at no cost per Calendar Year, which shall be comprised of a mailing box for such container preaddressed for delivery to a properly permitted disposal location. Refill's for the "kit" shall be provided on such basis as may be requested by participating SFD Service Recipients at rates that do not exceed those set forth in Exhibit 1.

7.12 Construction and Demolition Debris and Other Temporary Collection Service. This service is governed by the following terms and conditions:

7.12.1 Conditions of Service. Upon request of an SFD Service Unit, CONTRACTOR must provide Construction and Demolition Debris and Other Temporary Collection Service on a temporary on-call basis.

7.12.2 Charges for Bins or Roll-off Containers will be in accordance with **Exhibit 1**.

7.12.3 Frequency of Service. Construction and Demolition Debris and Other Temporary Collection Service must be provided within seven (7) Work Days of receipt of the request.

7.12.4 CONTRACTOR must provide SFD Service Units with Construction and Demolition Debris and Other Temporary Collection Service with as little disturbance as possible and without obstructing alleys, roadways, driveways, sidewalks, or mail boxes. CONTRACTOR may only place Roll-off Containers in strict adherence with CITY's right-of-way requirements and Municipal Code.

ARTICLE 8. Commercial Collection Services

8.01 Commercial Collection Service. Except as set forth below, CONTRACTOR must provide Commercial Collection Services to all Commercial Service Units in the Service Area, including those City Service Units listed in **Exhibit 3**. All provisions of this Article 8 shall also apply to MFD Service Units and MFD Collection Service. This service is governed by the following terms and conditions:

8.01.1 Provision of Service. CONTRACTOR must provide Commercial Collection Service to all Commercial Service Units in the Service Area whose Solid Waste are properly containerized in Bins, Carts, or Roll-off Containers as appropriate where the Carts, Bins, or Roll-off Containers are accessible as set forth in Section 8.01.4. The size of the container and the frequency (above the minimum) of collection will be determined between the Service Recipient and CONTRACTOR. However, the size and frequency must be sufficient to provide that no Solid Waste need be placed outside the Cart, Bin, or Roll-off Container. The base Commercial Garbage Collection Service will include Commercial Recycling Service as described in Section 8.03.2 below, and Commercial Organic Waste Collection Service as described in Section 8.04.2 below, at no additional cost to the Service Recipient.

8.01.2 Required Capacity. CONTRACTOR must provide Commercial Recycling Service and Commercial Organic Waste Collection Service to all Commercial Service Units in the Service Area. For each Service Unit, CONTRACTOR must provide a minimum capacity of Commercial Recycling Service and Commercial Organic Waste Collection Service at no additional cost, as required in Sections 8.03.2 and 8.04.2. For those Commercial Units which need more capacity than the minimum standard, CONTRACTOR may charge the Collection Service Rates as defined in **Exhibit 1**.

8.01.3 Hours of Collection. Commercial Collection Service must be provided, commencing no earlier than 6:00 a.m., and terminating no later than 7:00 p.m., Monday through Friday with service on Saturday starting no earlier than 6:00 a.m. The hours of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the Agreement Administrator.

8.01.4 Accessibility. CONTRACTOR must Collect all Carts, Bins or Roll-Off Containers that are readily accessible to CONTRACTOR's crew and vehicles and not blocked. However,

CONTRACTOR must provide "push services" as necessary during the provision of Commercial Collection Services for the Service Rate set forth in **Exhibit 1**. Push services include, but are not limited to, dismounting from the Collection vehicle, moving the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location. CONTRACTOR may charge an extra pickup fee for the Service Rate set forth in **Exhibit 1** where it is required to return to the Customer location to service the Cart, Bin or Roll-off Container because access was blocked.

8.01.5 Manner of Collection. CONTRACTOR must provide Commercial Collection Service with as little disturbance as possible and must leave any Bin, Cart, or Roll-Off Container at the same point it originally located without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

8.01.5.1 Purchase and Distribution of Bins and Carts for New Commercial Service Units. CONTRACTOR must also distribute Bins, Carts or Roll-off Containers to new Commercial Service Units that are added to CONTRACTOR's Service Area during the term of this Agreement. The size of the Bins, Carts or Roll-Off Containers and the combination of Bins, Carts or Roll-Off Containers to be distributed will be in accordance with the service agreement obtained by CONTRACTOR as set forth in this Agreement and the distribution must be completed within five (5) Work Days of receipt of the request for service.

8.01.6 Replacement of Bins and Carts. CONTRACTOR's employees must avoid damage to Bins or Carts by unnecessary rough treatment. Any Bin or Cart damaged by the CONTRACTOR must be replaced by CONTRACTOR, at CONTRACTOR's expense, within five (5) Work Days at no cost or inconvenience to the Service Recipient.

8.01.6.1 Each Commercial Service Unit is entitled to the replacement of one (1) lost, destroyed, or stolen Bin or Cart once each ten (10) years of the term of this Agreement at no cost to the Service Unit, except where loss or damage is caused by the Service Recipient. Accordingly, CONTRACTOR will be compensated for the cost of those replacements in excess of one (1) Bin or Cart per Commercial Service Unit during each ten (10) years of the term Agreement, in accordance with the "Cart or Bin Exchange" Service Rate, as appropriate, set forth in **Exhibit 1**. CONTRACTOR must deliver a replacement Bin or Cart to such Service Unit within five (5) Work Days.

8.01.6.2 CONTRACTOR must comply with CalRecycle container requirements as they may apply during the term of this Agreement. If any such changes are adopted after the Effective Date that results in CONTRACTOR being required to replace containers before they have been fully depreciated, CONTRACTOR will be eligible for additional compensation in accordance with Section 24.01.1.

8.01.7 Repair of Bins and Carts. CONTRACTOR is responsible for repair of Bins and Carts. Within five (5) Work Days of notification by CITY or a Service Recipient of the need for such repairs, CONTRACTOR must repair the Bin or Cart or if necessary, remove the Bin or Cart for repairs and deliver a replacement Bin or Cart to the Service Recipient. Bin or Cart repair also includes the removal of graffiti from the Bin or Cart.

8.01.8 Bin and Cart Exchange. Upon notification to CONTRACTOR by CITY or a Service Recipient that a change in the size, or number of the Bins or Carts is required, CONTRACTOR must deliver such Bins or Carts to such Service Recipient within five (5) Work Days. Each Commercial Service Unit is eligible to receive one (1) free Bin or Cart exchange per Calendar Year during the term of this Agreement. CONTRACTOR is allowed to charge the Commercial Service Unit for the cost of those exchanges in excess of one (1) Bin or Cart exchange per Calendar Year, in accordance with the appropriate "Bin or Cart Exchange" service rate set forth in **Exhibit 1** as may be adjusted by CITY under this Agreement. Additional Carts or Bins or different size Carts and Bins are subject to the applicable Service Rate set forth in **Exhibit 1**.

8.01.9 Ownership of Bins. Ownership of Carts, Bins, and Roll-off Containers distributed by CONTRACTOR is vested in CONTRACTOR.

8.01.10 Ownership of Carts. Ownership of Carts distributed by the CONTRACTOR is vested in CONTRACTOR.

8.01.11 Cleaning of Bins and Carts. Once each Calendar Year, if requested by the Commercial Service Unit or if CITY requests to have a Bin or Cart cleaned or repaired, CONTRACTOR must clean all Bins and Carts at the Commercial Service Unit's premises, or must replace the dirty Bins and Carts with clean Bins and Carts. This service must be provided at no charge to the Commercial Service Unit, so long as the service is not requested more than once per Calendar Year. In addition, regardless of whether or not this cleaning is requested by the Service Unit, CONTRACTOR will ensure that all Carts and Bins are cleaned on an as-needed basis so as to maintain a clean appearance and proper function. Any Bin or Cart cleanings cannot be done in a manner that results in water entering the CITY's storm drain system. Additional cleanings beyond once each Calendar Year will be subject to the Service Rate set forth in **Exhibit 1**.

8.02 Commercial Garbage Collection Service.

8.02.1 Conditions of Service. CONTRACTOR must provide Commercial Garbage Collection Service to all Commercial Service Units in the Service Area whose Commercial Garbage is properly containerized in Garbage Carts, Bins, or Roll-off Containers, where the Garbage Carts, Bins, or Roll-off Containers are accessible.

8.02.2 Size and Frequency of Service. This service must be provided as deemed necessary and determined between CONTRACTOR and the Commercial Service Unit, but such service must be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection service scheduled to fall on a holiday may be rescheduled as determined between the Commercial Service Unit and CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Garbage Bin, Cart, or Roll-off Container at the option of the Commercial Service Unit. The size of the container and the frequency of Collection will be determined between the Commercial Service Unit and CONTRACTOR. However, size and frequency must be sufficient to provide that no Commercial Garbage need be placed outside the Bin, Cart or Roll-Off Container. CONTRACTOR must provide containers as part of the Commercial Collection Service rates set forth in **Exhibit 1**, however,

Commercial Service Units may own their Garbage Bin or Roll-Off Containers provided that the Unit is completely responsible for its proper maintenance and that such Bin or Roll-Off Container must be of a type that can be serviced by the CONTRACTOR's equipment.

8.02.3 Non-Collection. CONTRACTOR is not required to Collect any Commercial Solid Waste that is not placed in a Cart, Bin, or Roll-off. In the event of non-collection due to Overage, CONTRACTOR must follow the steps as set forth in Section 3.10.

8.02.4 Disposal Facility. All Commercial Garbage collected as a result of performing Commercial Garbage Collection Services must be transported to, and disposed of, at the Disposal Facility. In the event the Disposal Facility is closed on a Work Day, CONTRACTOR must transport and dispose of Commercial Garbage at another legally permitted disposal facility. Failure to comply with this provision will result in the levy of an administrative charge as specified in this Agreement and may result in CONTRACTOR being in default under this Agreement.

8.03 Commercial Recycling Service. This service is governed by the following terms and conditions:

8.03.1 Conditions of Service. CONTRACTOR must provide Commercial Recycling Service to all Commercial Service Units in the Service Area whose Recyclable Materials are properly containerized in Recycling Bins, Recycling Carts, or Recycling Roll-off Containers except as set forth below, where the Recycling Bins or Carts are accessible. CONTRACTOR will charge for collection of Recyclable Materials collected in Carts, Bins, or Roll-off Containers at the rates set forth in **Exhibit 1**. Commercial Recycling Collection will occur Monday through Friday, and on Saturdays upon request and as necessary.

8.03.2 Base Commercial Recycling Service. All Commercial Service Recipients subscribing to Commercial Garbage Collection Service must receive weekly collection of the equivalent volume of one (1) 96-gallon Recycling Cart per Service Recipient at no additional cost. This equivalent volume may be provided in the form of up to two (2) smaller Cart sizes, if requested by the Service Recipient and/or to help meet space constraints. In situations where shared service is provided, the equivalent volume of one (1) 96-gallon Recycling Cart per individual Commercial entity that is sharing service must be provided at no additional cost, and the actual configuration of Recycling Cart and/or Bin sizes to be provided will be based on the total equivalent volume and configured in a manner determined by the Service Recipient in consultation with CONTRACTOR.

8.03.3 Size and Frequency of Service. This service will be provided as deemed necessary and determined between CONTRACTOR and the Service Recipient, but such service must be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection service scheduled to fall on a holiday may be rescheduled as determined between the Service Recipient and CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Bin, Cart, or Roll-off Container at the option of the Service Recipient. The size of the container and the frequency (above the minimum) of Collection will be determined between the Service Recipient and CONTRACTOR. However, size and frequency must be sufficient to provide that no Recyclable Materials need be placed outside the Bin, Cart, or Roll-off Container. CONTRACTOR may charge for

Commercial Recycling Services (above the minimum 96 gallon Recyclable Materials Cart requirement as established in Section 8.03.2 above) and must provide containers as a bundled service as part of the Commercial Collection Service rates set forth in **Exhibit 1**, however, Service Recipients may own their Bin or Roll-Off Container provided that the Service Recipient is completely responsible for its proper maintenance and such Bin or Roll-Off Container must be of a type that can be serviced by CONTRACTOR's equipment.

8.03.4 Material Recovery Facility. All Recyclable Materials Collected as a result of performing Recycling Services must be delivered to the Material Recovery Facility. Failure to comply with this provision will result in the levy of an administrative charge as specified in this Agreement and may result in CONTRACTOR being in default under this Agreement.

8.03.5 Recycling - Changes to Work. Should changes in law arise that necessitate any additions or deletions to the work described herein including the type of items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will enter into an Agreement amendment covering such modifications to the work to be performed and the compensation to be paid before undertaking any changes or revisions to such work.

8.03.6 Compliance with AB 341. CONTRACTOR will provide Commercial Recycling Service in a manner to exceed compliance with AB 341, as it may be amended from time to time. Starting July 1, 2019 and each July 1st thereafter, CONTRACTOR will notify all Commercial Service Units of the requirements to comply with the law. CONTRACTOR must provide the volume of collection service that all Commercial Service Units in order to be in full compliance with the law. In conjunction with the CITY's ordinance supporting full compliance with AB 341 by Commercial Service Units (i.e., "generators"), CONTRACTOR will conduct in-person outreach to all non-participating commercial covered generators a minimum of once per calendar year.

8.03.7 Additional Recycling Bins, Carts or Roll-Off Containers. CONTRACTOR must provide additional Commercial Recycling Bins and Carts to Commercial Service Recipients above the minimum requirements within five (5) days of request and may charge for such additional capacity set forth in **Exhibit 1** provided that additional Bins, Carts or Roll-Off Containers are used by Commercial Service Recipients for the purposes of setting out additional Recyclable Materials for regular weekly Commercial Recycling Service.

8.04 Commercial Organic Waste Collection Service. This service is governed by the following terms and conditions:

8.04.1 Conditions of Service. CONTRACTOR must provide Commercial Organic Waste Collection Service to all Commercial Service Units in the Service Area whose Organic Waste is properly containerized in Organic Waste Bins or Organic Waste Carts, except as set forth below, where the Organic Waste Bins or Carts are accessible. CONTRACTOR will charge for collection of Organic Waste collected in Carts or Bins at the rate set forth in **Exhibit 1**. CONTRACTOR agrees that not all Commercial Service Units will elect to receive Organic Waste Collection Service in Carts, and that CONTRACTOR will provide Organic Waste Collection Bins upon request and as necessary. CONTRACTOR will provide a

sufficient number of Carts or Bins and at a collection frequency to allow for any such Commercial Service Unit to utilize the collection of Organic Waste. Commercial Organic Waste Collection will occur Monday through Friday, and on Saturdays upon request and as necessary.

CONTRACTOR must comply with CalRecycle collection frequency requirements as they may apply during the term of this Agreement. If any such changes to collection frequency are adopted after July 1, 2019 that results in CONTRACTOR being allowed to reduce the frequency of Garbage or Organic Waste Collection, or otherwise cause CONTRACTOR to reduce its collection costs as a result in a change in Garbage or Organic Waste collection frequency, CONTRACTOR must provide CITY with its estimate of reduced its costs and shall make adjustments to the Maximum Service Rates.

8.04.2 Base Commercial Organic Waste Service. All Commercial Service Recipients subscribing to Commercial Garbage Collection Service must receive weekly collection of the equivalent volume of one (1) 64-gallon Organic Waste Cart per Service Recipient at no additional cost. In situations where shared service is provided, the equivalent volume of one (1) 64-gallon Organic Waste Cart per individual Commercial entity that is sharing service must be provided at no additional cost, and the actual configuration of Organic Waste Cart and/or Bin sizes to be provided will be based on the total equivalent volume and configured in a manner determined by the Service Recipient in consultation with CONTRACTOR. CONTRACTOR may charge for Commercial Organic Waste Collection Services (above the minimum 64 gallon Organic Waste Cart and must provide containers as a bundled service as part of the Commercial Collection Service rates set forth in **Exhibit 1**, however, Service Recipients may own their Bin provided that the Service Recipient is completely responsible for its proper maintenance and such Bin must be of a type that can be serviced by CONTRACTOR's equipment.

8.04.3 Size and Frequency of Service. This service will be provided as deemed necessary and determined between CONTRACTOR and the Service Recipient, but such service must be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection service scheduled to fall on a holiday may be rescheduled as determined between the Service Recipient and CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Bin or Cart at the option of the Service Recipient. The size of the container and the frequency (above the minimum) of Collection will be determined between the Service Recipient and CONTRACTOR. However, size and frequency must be sufficient to provide that no Organic Waste needs be placed outside the Bin or Cart. A Service Recipient may own their Bin provided that the Service Recipient is completely responsible for its proper maintenance and such Bin must be of a type that can be serviced by the CONTRACTOR's equipment.

8.04.4 Organic Waste Processing Facility. All Organic Waste Collected as a result of performing Organic Waste Collection Services must be delivered to the Organic Waste Processing Facility. Failure to comply with this provision will result in the levy of an administrative charge as specified in this Agreement and may result in CONTRACTOR being in default under this Agreement.

8.04.5 Organic Waste - Changes to Services. Should changes in law arise that necessitate any additions or deletions to the services described in this Section 8.04 including the type of items included as Organic Waste, the parties will negotiate any necessary cost changes and will enter into

an Agreement amendment covering such modifications to the services to be performed and the compensation to be paid before undertaking any changes or revisions to such services.

8.04.6 Compliance with AB 1826 and SB 1383. CONTRACTOR will provide Commercial Recycling Service in a manner to exceed compliance with AB 1826 and SB 1383, as it may be amended from time to time. Starting July 1, 2019 and each July 1st thereafter, CONTRACTOR will notify all Commercial Service Units of the requirements to comply with the law. CONTRACTOR must provide the volume of collection service that all Commercial Service Units in order to be in full compliance with the law. In conjunction with the CITY's ordinance supporting full compliance with AB 341 by Commercial Service Units (i.e., "generators"), CONTRACTOR will conduct in-person outreach to all non-participating commercial covered generators a minimum of once per calendar year.

8.04.7 Additional Organic Waste Bins or Carts. CONTRACTOR must provide additional Commercial Organic Waste Bins and Carts to Commercial Service Recipients above the minimum requirements within five (5) Work Days of request and may charge for such additional capacity set forth in **Exhibit 1** provided that additional Bins and Carts are used by Commercial Service Recipients for the purposes of setting out additional Organic Waste materials for regular weekly Organic Waste Collection Service.

8.05 Construction and Demolition Debris and Other Temporary Collection Service. This service is governed by the following terms and conditions:

8.05.1 Conditions of Service. Upon request of a Commercial Service Unit, CONTRACTOR must provide Construction and Demolition Debris and Other Temporary Collection Service on a temporary on-call basis.

8.05.2 Charges for Bin or Roll-off Containers must be in accordance with **Exhibit 1** of this Agreement.

8.05.3 Frequency of Service. Construction and Demolition Debris and Other Temporary Collection Service must be provided within seven (7) Work Days of receipt of the request.

8.05.4 CONTRACTOR must provide Commercial Service Units with Construction and Demolition Debris and Other Temporary Collection Service with as little disturbance as possible and without obstructing alleys, roadways, driveways, sidewalks, or mail boxes. CONTRACTOR may only place Roll-off Containers in strict adherence with CITY's right-of-way requirements and Municipal Code.

8.06 MFD Large Item Collection Services. CONTRACTOR shall provide Large Item Collection Services to MFD complexes in a manner and frequency as may be requested by the MFD complex management. Any such MFD Large Item Collection Services must be arranged directly between CONTRACTOR and the MFD complex management or ownership. No individual MFD Service Unit may request or arrange for MFD Large Item Collection Services. CONTRACTOR may charge for MFD Large Item Collection Services in accordance with the Maximum Service Rates as listed in **Exhibit 1**.

ARTICLE 9. City Services Provided by Contractor

9.01 CITY Collection Services. CITY Collection Services shall be provided at no cost to the CITY and shall be governed by the following terms and conditions:

9.01.1 Conditions of Service. CONTRACTOR shall provide Solid Waste Collection Services to all CITY Service Units as set forth in **Exhibit 3**, and as may be modified by written notice by the CITY as a CITY-directed change under Section 24.01, where the Containers are not blocked and are accessible by CONTRACTOR's collection vehicles. CONTRACTOR must provide CITY Collection Services in the same manner as service provided to Commercial Service Units in Article 8. Construction and Demolition Debris and Other Temporary Collection Service related to CITY construction or public works projects undertaken on force account solely by CITY employees, shall be provided by CONTRACTOR at no cost to the CITY.

9.01.2 CONTRACTOR shall receive written permission from the CITY before placing any containers on CITY owned property for service, except that no such permission shall be needed to place Containers at locations specified in **Exhibit 3**.

9.01.3 CONTRACTOR shall limit the number of trips and the path of travel for collection vehicles in CITY parking lots.

9.02 CITY Code Enforcement Clean-Up Services.

9.02.1 Within one (1) Work Day of a request from the Agreement Administrator, CONTRACTOR shall provide Bins or Roll-off Containers to support CITY's code enforcement Clean-Up operations within the Service Area. CONTRACTOR shall deliver to the location designated by the Agreement Administrator. Within one (1) Work Day of request by the Agreement Administrator, CONTRACTOR shall Collect the Bin or Roll-off Container and transport and deliver the Bin or Roll-off Container to a Disposal Facility, the Materials Recovery Facility, Organics Processing Facility, as appropriate given the characteristics of the load. CITY shall be responsible for loading all Solid Waste into CONTRACTOR's Bin or Roll-off Container. CONTRACTOR shall issue an invoice to the property owner and the CITY for each incidence and reflect the property address on the invoice. CONTRACTOR will then include the invoice on its annual report of delinquencies for inclusion and collection on the tax roll as provide under this Agreement.

9.03 City-Sponsored Events Service. Upon request by the CITY, CONTRACTOR shall provide Containers, Collection Services, and Street Sweeping Services in accordance with Section 9.05.4 at up to twenty five (25) events that are sponsored, organized, or substantially supported by the CITY, including but not limited to those specified in **Exhibit 2**, and as may be modified by written notice by the CITY at no cost to the CITY, but subject to the limitation in the last sentence of this Section 9.03. The Solid Waste collection and disposal plan for each event shall be developed by CONTRACTOR and submitted to the Agreement Administrator in writing for approval prior to each event. Current events are set forth on **Exhibit 2**, and as may be modified by written notice by the CITY. CITY may change or increase the number

of the City-Sponsored Event receiving services, and the service levels provided at any City-Sponsored Events, by written notice to CONTRACTOR, as a CITY-directed change under Section 24.01.

9.04 Neighborhood Clean-up Events. CONTRACTOR shall provide Collection Services at Neighborhood Clean-up Events at a maximum of two (2) per year upon request by CITY. Each event shall occur on a Friday or Saturday between the hours of 8:00 a.m. and 12:00 p.m. at a location selected by the CITY and shall be limited to SFD and MFD Service Recipients within the CITY. The Agreement Administrator shall notify CONTRACTOR in writing or e-mail not less than eight (8) weeks prior to the date of the Neighborhood Clean-up Event. The services shall be provided in a manner that meets all needs of the Neighborhood Clean-up Collection Event. The events shall be conducted by CONTRACTOR at no cost of any kind to the CITY. CONTRACTOR shall provide staffing to support CITY management at all times during the Neighborhood Clean-up Events.

9.04.1 CONTRACTOR shall prepare and distribute to SFD and MFD Service Recipients Neighborhood Clean-up Event notices no later than six (6) weeks prior to each event. At a minimum, the dates and hours of operation, locations of the collection sites, and acceptable materials for collection shall be included in the notices. CONTRACTOR may separately mail electronically transmit the notices, or provide the notices as billing inserts to each SFD and MFD Service Recipient. CONTRACTOR shall provide Spanish-translated notices upon request by the CITY. The costs of production, printing, mailing and all associated costs for the notices shall be borne by CONTRACTOR. CONTRACTOR shall also provide their information in digital format to the CITY.

9.04.2 CONTRACTOR shall require that each SFD and MFD Service Recipient turn in the notice to CONTRACTOR's staff at the collection site as proof of CITY residency as a condition to collection.

9.04.3 On the first (1) Working Day following each Neighborhood Clean-up Event, CONTRACTOR shall remove and clean up any remaining materials left for collection, and at the request of the Agreement Administrator provide street sweeping services in accordance with Section 9.05.4 at the paved collection locations.

9.05 Street Sweeping Services.

9.05.1 CONTRACTOR shall provide Street Sweeping Services during the Term at no charge to CITY or Service Recipients, in accordance with the terms and conditions of this Agreement commencing on January 1, 2020.

9.05.2 Manner of Service. CONTRACTOR shall provide a complete sweep of all Curb Miles on publicly maintained CITY Streets in accordance with Section 9.05.11. Within any Curb Mile, CONTRACTOR shall be responsible for sweeping all curbs, including Median Islands, and the corners from any cross street intersecting the subject street. CONTRACTOR shall obey all laws governing the operation of the sweepers on a public street, and shall perform its operations so that sweepers are traversing their routes in the normal direction of traffic.

9.05.3 CONTRACTOR shall furnish all materials, labor, supervision and equipment necessary to perform all work required for regularly scheduled sweeping of all public streets in the CITY at the frequency and within the time frames described in Section 9.05.12. By September 1, 2019, CONTRACTOR shall adopt a CITY approved street sweeping schedule that follows the CITY approved refuse collection schedule, including adjustments for Holidays. Exceptions resulting from equipment breakdowns shall be immediately reported to the CITY with a catch-up schedule.

9.05.4 CONTRACTOR shall also provide a 200-hour time bank each Calendar year for unscheduled sweeping and related services or as otherwise assigned by the CITY upon one (1) Work Day notice. CITY designated events including, but not limited to storm events, wind events, flooding events, vehicle accidents, illicit discharges, Acts of God, and other emergencies shall be responded to within two hours or less depending on the severity of the incident.

9.05.5 Maps. CONTRACTOR shall provide the Street Sweeping Service route maps to the Agreement Administrator upon request, within ninety (90) days from receipt of written notice. The maps shall be provided in a format that can be posted to the CITY website.

9.05.6 Sweeping Method. Un sweepable items that impede sweeping, such as palm fronds, rocks, trash and debris shall be removed from the sweeping path and properly disposed of by the operator rather than driving around them. Items that impede sweeping and are immovable such as construction debris and impaired vertical or horizontal clearance by tree limbs shall be reported to the CITY immediately for correction. CONTRACTOR is not responsible for areas missed due to parked cars or other personal property. Sweeper operators shall immediately report to CONTRACTOR and the CITY all illicit discharges observed during routes. CONTRACTOR shall train all operators to recognize illicit discharges and stormwater pollution sources prior to work as street operators and annually thereafter, using CITY-approved training materials. Such training shall be documented for review by the CITY.

9.05.6.1 In areas where drainage is a problem, CONTRACTOR shall make as many passes as necessary to remove debris from standing water. In addition, all sand, dirt, rocks, gravel, vegetation, and other sweepable debris shall be removed from the street during the sweeping operation. If standing water is over the top of curb, then CONTRACTOR shall not be required to sweep that specific area. Sweeper operators shall report drainage problems to CONTRACTOR and CITY on a monthly basis, or as deemed appropriate by CONTRACTOR.

9.05.7 Standards of Service. All areas swept under this Agreement shall be thoroughly cleaned. All debris shall be picked up by the sweeper unit and disposed of at CONTRACTOR's expense as outlined in Section 9.05.20 of this Agreement. Sweeping shall include the removal of all sand, gravel, dirt, litter, vegetation, and any and all other debris that accumulates between sweeps. Curb lines shall be swept along both sides of the roadway, or to the edge of pavement where no curb exists, along all curbs on raised medians, over all portions of painted medians, painted left and right turn pockets, and all intersection cross gutters. Sweeping shall normally require one pass over an area. CONTRACTOR shall make additional passes or make such extra effort required to adequately clean the street to the satisfaction of the CITY. Extra effort shall be required when sweeping equipment leaves a dirt/silt smear in its swept

path. The service standards in this Article may be reviewed and modified as conditions warrant to maintain cleanliness by the CITY or as necessary to comply with any regulatory permits issued to CITY.

9.05.8 Water. CONTRACTOR shall obtain water services from the appropriate water utility, if deemed appropriate, for the water necessary in the street sweeping operation, and the cost of the water shall be borne by CONTRACTOR.

9.05.8.1 CONTRACTOR shall use reasonable efforts to obtain necessary permits to use reclaimed or tertiary recycled water instead of potable water.

9.05.8.2 CONTRACTOR shall not discharge liquid waste from the sweeper units onto CITY streets or into the storm drain system.

9.05.8.3 Washing of sweepers on any property located within the CITY is prohibited. Any and all washing of sweeper units shall be compliant with Section 8.01.11. CONTRACTOR shall implement best management practices when loading water into the street sweepers to prevent any overflow/potable water discharges into the storm drain system.

9.05.9 Sweeper Speed. CONTRACTOR shall operate the sweepers at a speed of not more than five (5) miles per hour in residential areas and eight (8) miles per hour in commercial areas when sweeping or when the sweeper brooms are down, unless CONTRACTOR can demonstrate that the sweeper can operate efficiently and safely at a higher speed. CITY will use industry standards, Environmental Protection Agency information, and the sweeper manufacturers' recommendations on the speed of sweepers when considering greater speeds.

9.05.10 Width of Sweeper Path. CONTRACTOR shall sweep a path, with all brooms down, with a width of not less than eight (8) feet unless parked vehicles, structures, or other objects prohibit the safe sweeping of this path width. The path shall begin at the face of the curb, and include the flow line of the gutter. Unless blocked by parked cars, or Carts the face of the curb and gutter shall always be included within the sweeper path. On those residential streets with no curb, the width of the sweeper path shall be not less than eight (8) feet measured from the edge of the pavement toward the center of the street.

9.05.11 Street Sweeping Frequency.

9.05.11.1 Residential Streets. CONTRACTOR shall provide Street Sweeping Service for each Curb Mile of residential streets in the CITY once every month on a scheduled route basis. However, in those instances where the scheduled Street Sweeping Service day falls on a Holiday, CONTRACTOR shall adjust the route schedule as set forth in Article 10.

9.05.11.2 Downtown Area, Second Street Commercial Area, and Arterials. CONTRACTOR shall provide Street Sweeping Service for each Curb Mile of the downtown area, Second Street commercial area, and arterials once per week on a scheduled route basis. However, in those instances where the scheduled Street Sweeping Service day falls on a Holiday, CONTRACTOR shall adjust the route schedule as set forth in Article 10.

9.05.11.3 Change in Frequency. The CITY may direct CONTRACTOR to change the frequency of street sweeping for any CITY street. CONTRACTOR shall implement CITY-directed changes in frequency within fifteen (15) Work Days of receipt of written notice from the Agreement Administrator to adjust sweeping frequency. Any changes under this Article shall be treated as CITY-directed changes under Section 24.01.

9.05.12 Street Sweeping Hours of Service.

9.05.12.1 Residential Streets. Except as provided in Section 9.05.12.4, CONTRACTOR shall provide Street Sweeping Service on residential streets commencing no earlier than 7:00 a.m. and terminating no later than 4:00 p.m. Monday-Friday. The hours, days, or both of service may be extended due to extraordinary circumstances or conditions with the prior written consent of the Agreement Administrator. Sweeping in residential areas shall be coordinated with Collection Services to ensure that sweeping occurs after collection of all Carts has been completed on a specific street.

9.05.12.2 Arterial Streets. Except as provided in Section 9.05.12.4, CONTRACTOR shall provide Street Sweeping Service commencing no earlier than 7:00 a.m. and terminating no later than 4:00 p.m. Monday-Friday. The hours, days, or both of service may be extended due to extraordinary circumstances or conditions with the prior written consent of the Agreement Administrator.

9.05.12.3 Downtown Area and Second Street Commercial Area. Except as provided in Section 9.05.12.4, sweeping in the downtown area, the Second Street commercial area, or other areas as designated by the CITY may commence no earlier than 7:00 a.m. and terminate no later than 4:00 p.m. Monday-Friday. The CITY may restrict Street Sweeping hours in the downtown area, the Second Street commercial area, or other areas where noise or traffic negatively affects the surrounding residential neighborhoods.

9.05.12.4 Other Areas. Designated collector, arterial streets and CITY facilities may be swept on Saturdays between the hours of 8:00 a.m. and 12:00 p.m. upon approval of the CITY.

9.05.13 Street Changes. CITY and CONTRACTOR acknowledge that it may be necessary or desirable to add or delete CITY Streets, or change hours for which CONTRACTOR will provide Street Sweeping Services or modify sweeping schedules on a temporary basis. CITY will provide notice of any such changes to CONTRACTOR which may be caused by the following:

- Construction or development on or along a street.
- Pavement maintenance activities, including the chip seal program or the slurry seal program.
- Inclement weather when running water renders sweeping ineffective.
- Special sweeping on alternative schedule.

- Other legitimate reasons that make sweeping impractical as determined by the Agreement Administrator.

9.05.14 Street Additions. As new streets are constructed and accepted by CITY, CITY may, at CITY's sole option, designate such streets as part of the Service Area for the purposes of Street Sweeping Services. If the Agreement Administrator designates such streets as part of the Service Area, CONTRACTOR shall provide Street Sweeping Service on such streets under the terms and conditions of this Agreement within fifteen (15) Work Days of receipt of written notice from the Agreement Administrator to begin service. Any changes under this section shall be treated as CITY-directed changes under Section 24.01.

9.05.15 Street Deletions. CITY may require some CITY Streets to be temporarily or permanently removed from the list of scheduled streets for which CONTRACTOR provides Street Sweeping Service under this Agreement. CONTRACTOR shall immediately cease providing Street Sweeping Service to any CITY Street upon receipt of written notice from the Agreement Administrator to stop such service. When a CITY Street has been temporarily removed from the list of scheduled streets, CONTRACTOR shall resume Street Sweeping Service on such street in the next regularly scheduled cycle following the receipt of written notice from the Agreement Administrator to resume service.

9.05.16 Revised Maps. CONTRACTOR shall revise the Street Sweeping Service route maps to show the addition or deletion of CITY Streets as provided above and shall provide such revised maps to the Agreement Administrator upon request, within ninety (90) days from receipt of written notice. The maps shall be provided in a format that can be posted to the CITY website.

9.05.17 Parking Restrictions. The CITY will provide written notice to CONTRACTOR of any streets where permit parking may impact scheduled Street Sweeping Service. CONTRACTOR may be required to adjust sweeping schedules to sweep prior to the permit parking restrictions.

9.05.18 Adverse Weather Conditions. Because of varying rain conditions throughout the CITY, CONTRACTOR may verbally request permission from the Agreement Administrator to cancel sweeping during heavy and persistent rainstorms within the Service Area. CONTRACTOR may cancel sweeping only with the prior consent of the Agreement Administrator.

9.05.19 Hazardous Waste. CONTRACTOR shall not be required to remove any Hazardous Waste from the street surface. If, in the course of performing Street Sweeping Services, any suspected Hazardous Waste is encountered, CONTRACTOR shall immediately report the location to the Beaumont Police Department, the Agreement Administrator, and any other responsible agency.

9.05.20 Disposal of Sweep Waste. CONTRACTOR shall transport and deliver to the Disposal Facility all Sweep Waste collected as a result of performing Street Sweeping Services in a manner that meets AB 939 or other waste diversion requirements established per CalRecycle. In the event the Disposal Facility is closed on a Work Day or is otherwise unable to accept the Sweep Waste for disposal, CONTRACTOR shall transport and dispose of the Sweep Waste at another legally permitted Disposal Facility. Sweep Waste recycling and processing shall be by mutual agreement between the

CONTRACTOR and the CITY and shall not be calculated as part of the annual diversion rate required in Article 5.

9.05.21 Spillage. During hauling, all Sweep Waste shall be contained, covered and enclosed so that leaking, spilling and blowing of the Sweep Waste is prevented. CONTRACTOR shall be responsible for the immediate clean-up of any spillage caused by CONTRACTOR.

9.05.22 Street Sweeping Service Routes. Not less than forty-five (45) days prior to commencement of Street Sweeping Services, CONTRACTOR shall submit to the Agreement Administrator, Service Area maps precisely defining the Sweeper Routes for review and approval by the Agreement Administrator. The route maps shall include the days of the month sweeping shall occur, the sweeping schedules in adjacent areas, the areas of the CITY to be swept, the start and finish of each route, the location of each dumpsite, and any special needs such as early starts, and late finishes.

9.05.22.1 The Agreement Administrator may provide written comments on the preliminary maps to CONTRACTOR no later than twenty (20) Work Days after receipt of the maps from CONTRACTOR. CONTRACTOR shall revise the maps to reflect such comments and return them to the Agreement Administrator within twenty (20) Work Days after receipt of the Agreement Administrator's comments.

9.05.22.2 Upon approval by the Agreement Administrator of the final Sweeper Route maps, CONTRACTOR shall develop and maintain the Sweeping Routes on a computerized mapping system that is compatible with CITY's mapping system to the extent possible. Street Sweeping maps provided to the CITY shall be in a format that is suitable for posting to the CITY website.

9.05.22.3 Changes in maps shall be provided by the CITY, and CONTRACTOR shall update the maps in CONTRACTOR's system every month. Such changes shall also be reflected in CONTRACTOR's printed route maps.

9.05.23 Service Route Changes. CONTRACTOR shall submit to the Agreement Administrator, in writing, any proposed route change (including maps thereof) not less than forty-five (45) days prior to the proposed date of implementation.

9.05.23.1 The Agreement Administrator may provide written comments to CONTRACTOR on such proposed change no later than ten (10) Work Days after receipt of the proposal from CONTRACTOR, and CONTRACTOR shall revise the routes to reflect such comments and return them to the Agreement Administrator within ten (10) Work Days of receipt of such comments.

9.05.24 CONTRACTOR shall not implement any route changes without the prior written approval of the Agreement Administrator. If the approved route change will change the day on which Street Sweeping Service will occur, CONTRACTOR shall notify the affected Service Recipients of route changes not less than thirty (30) Work Days before the proposed date of implementation in a manner approved by the Agreement Administrator.

9.05.25 Other CITY Sweep Service. If during the Term, circumstances exist that require work associated with the Street Sweeping Service program that is not specifically provided for in this Agreement, the Agreement Administrator may require CONTRACTOR to perform such *Other Associated Work* ("OAW"). Any changes under this section shall be treated as CITY-directed changes under Section 24.01 to the extent that the requested services are not included in the time bank provided in Section 9.05.4.

9.05.26 When CONTRACTOR performs OAW, the labor, materials, and equipment used in the performance of such work shall be subject to the prior written approval of the Agreement Administrator.

9.05.27 Examples of OAW that CONTRACTOR may be required to perform include: performance of special sweeps, flood clean-up, street sanitation for parades and celebrations, CITY requested clean-up services, and any contingency where sweeper and supporting sweeper equipment could assist in a particular instance.

9.05.28 Street Sweeping Quality of Work. The standards of performance which CONTRACTOR is obligated to meet are those good street sweeping practices which leave the service area in a debris and dirt-free condition.

9.05.29 Street Sweeping Equipment.

9.05.29.1 General Provisions. All Street Sweeping Service equipment used by CONTRACTOR in the performance of services under this Agreement shall be of a high quality and of the vacuum type in conformance with the CITY's MS4 Permit. The collection vehicles shall be designed and operated so as to prevent collected materials from escaping from the collection vehicles. Hoppers shall be closed on top and on all sides with screening material to prevent collected materials from leaking, blowing or falling from the collection vehicles.

9.05.29.2 Street Sweeping Vehicles. Street Sweeping vehicles shall be designed and operated so as to prevent Sweep Waste from escaping from the vehicles, including means of preventing collection materials from leaking, blowing or falling from collection vehicles.

9.05.29.3 Clean Air Collection Vehicles. During the Term, to the extent required by law, CONTRACTOR shall provide its Street Sweeping vehicles to be in full compliance with all Applicable Laws, including State and federal clean air requirements that are adopted or proposed to be adopted, including, but not limited to, the California Air Resources Board Heavy Duty Engine Standards as currently proposed to be contained in California Code of Regulations, Title 13, Sections 2020 et seq., the Federal EPA's Highway Diesel Fuel Sulfur regulations and all other applicable air pollution control laws.

9.05.29.4 Vehicle Noise Level. All Street Sweeping operations shall be conducted as quietly as possible and must comply with Applicable Laws, including federal EPA noise emission regulations, currently codified at Code of Federal Regulations, Title 40, Part 205.

9.05.29.5 Reserve Equipment. CONTRACTOR shall have available to it, at all times, reserve collection and Street Sweeping Service equipment that can be put into service and operation within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by CONTRACTOR to perform CONTRACTOR's duties under this Agreement.

9.05.29.6 All equipment shall be maintained in good mechanical condition, including brushes and brooms that shall be replaced at regular intervals. CONTRACTOR shall immediately clean any vehicle fluids (hydraulic fluids, lubricating oils, etc.) that leak or spill from equipment into the street or public right of way.

9.05.29.7 Sweeping equipment shall not be stored on CITY property or in the public right of way unless mechanical failure prevents immediate removal. In the event of mechanical failure, all efforts must be made to remove the equipment from the public right of way as soon as possible. The CITY must approve any overnight storage in public right of way or on CITY property.

9.05.29.8 All equipment is subject to inspection by the CITY at any time.

9.05.29.9 All sweepers shall have an operational strobe and back-up alarm and shall conform to all CITY, Riverside County, State and federal safety requirements.

9.05.30 Staffing. All Street Sweeper operators shall abide by applicable requirements set forth in Article 27 of this Agreement.

9.05.31 Communication. CONTRACTOR shall have direct communication with all sweeping operators in the field utilizing radios or cellular telephones. Each sweeper operator shall have the ability to communicate verbal information immediately to CITY staff, Police and Fire Department personnel, residents, and to report illicit storm water discharges and hazardous street or drainage conditions to the CITY. CONTRACTOR shall also report missed routes and citizen complaints and resolution to the CITY on a weekly basis, when applicable.

9.05.32 CONTRACTOR shall supply a 24-hour message telephone number to the CITY Engineer so that the CITY can notify CONTRACTOR of traffic counter installations.

9.05.33 Drivers shall be aware of their locations in order to raise their brooms and avoid destruction of traffic counter cables. CONTRACTOR shall use due diligence to avoid traffic counter cables.

9.05.34 Deficiencies and Corrections. The CITY may also make regular unannounced inspections of Street Sweeping locations if a swept area is deemed to be below acceptable performance standards, the substandard section shall be re-swept within one (1) Work Day of notification. CONTRACTOR shall re-sweep at their own expense. The CITY shall be notified of the completed re-sweep.

9.05.35 City MS4 Permit. CONTRACTOR shall meet street sweeping requirements included in the CITY's current Storm Water Discharge Permit (CAS 618033) as it may be amended, revised, or reissued from time to time ("MS4 Permit").

ARTICLE 10. Collection Routes

10.01 Service Routes. CONTRACTOR must provide CITY with maps precisely defining Collection routes, together with the days and the times at which Collection will regularly commence.

10.02 Service Route Changes. CONTRACTOR must submit to CITY, in writing, any proposed route change (including maps thereof) not less than forty-five (45) calendar days prior to the proposed date of implementation. CONTRACTOR may not implement any route changes without the prior review of the Agreement Administrator. If the change will change the Collection day for a Service Recipient, CONTRACTOR must notify those Service Recipients in writing of route changes not less than fifteen (15) days before the proposed date of implementation.

10.02.1 Collection Route Audits. CITY reserves the right to conduct audits of CONTRACTOR's Collection routes. CONTRACTOR must cooperate with CITY in connection therewith, including permitting CITY employees or agents, designated by the Agreement Administrator, to ride in the Collection vehicles in order to conduct the audits. CONTRACTOR has no responsibility or liability for the salary, wages, benefits or worker compensation claims of any person designated by the Agreement Administrator to conduct such audits.

ARTICLE 11. Minimum Performance and Diversion Standards

11.01 Agreement Term Extension. In order to receive the Agreement term extension offer set forth in Article 2 of this Agreement, CONTRACTOR must meet or exceed the following annual minimum performance and diversion standards in each Calendar Year beginning July 1, 2019.

11.01.1 Performance Standards. CONTRACTOR must not have received assessment of Administrative Charges, as set forth in this Agreement more than \$50,001 in any one (1) Agreement Year.

11.01.2 Minimum Diversion Standards. CONTRACTOR must meet the requirements set forth in Article 5.

11.01.3 No Current Default. CONTRACTOR is not currently in default of the Agreement.

11.02 Billing Audit and Performance Reviews.

11.02.1 Selection and Cost. CITY may conduct billing audit and performance reviews ("reviews") of CONTRACTOR's performance during the term of this Agreement. The reviews will be performed by a qualified firm under Agreement to CITY. CITY will have the final responsibility for the selection of the firm but may seek and accept comments and recommendations from CONTRACTOR.

CITY may conduct reviews at any time during the term of the Agreement, of the reviews described in Sections 11.02.1.1 through 11.02.1.2 below, and only if such reviews are conducted at the sole option of the CITY. CITY and CONTRACTOR agree to each pay fifty-percent (50%) of the reasonable cost of the audits and performance reviews provided for under Section 11.02.

11.02.1.1 Full Reviews During Initial Term. CITY may conduct three (3) full reviews during the Initial Term of this Agreement. The purpose of these full reviews will be as described in Section 11.02.2 below, and one of these reviews may be conducted prior to CITY approving an extension to the term of this Agreement as described in Sections 2.02 and 2.03. For each of these full reviews, CONTRACTOR will be responsible for fifty-percent (50%) of the reasonable cost.

11.02.1.2 Full Review During Extension Period. In the event that CONTRACTOR is granted an extension to the term of this Agreement as described in Section 2.02, CITY may conduct one (1) additional full review at CONTRACTOR's expense during the five (5) year extension period. The purpose of these full reviews is described in Section 11.02.2. For each of these full reviews, CONTRACTOR will be responsible for fifty-percent (50%) of the reasonable cost.

11.02.2 Purpose. The reviews will be designed to verify that Service Recipient billing rates have been properly calculated and they correspond to the level of service received by the Service Recipient, verify that Franchise Fees, and other fees required under this Agreement have been properly calculated and paid to CITY, verify CONTRACTOR's compliance with the reporting requirements and performance standards of the Collection Service Agreement, and verify the diversion percentages reported by CONTRACTOR. CITY (or its designated consultant) may utilize a variety of methods in the execution of the performance review and billing audit, including analysis of relevant documents, on-site and field observations, and interviews. CITY (or its designated consultant) will review and document the items in the Agreement that require CONTRACTOR to meet specific performance standards, submit information or reports, perform additional services, or document operating procedures, that can be objectively evaluated. This information will be formatted in a "compliance checklist" with supporting documentation and findings tracked for each of the identified items. The review will specifically include a determination of CONTRACTOR's compliance with the diversion requirements of Article 5, and the public outreach and education requirements of Article 14. CITY (or its designated consultant) may review the Service Recipient's service functions and structure utilized by CONTRACTOR. This may include CONTRACTOR's protocol for addressing Service Recipient's complaints and service interruption procedures. Complaint logs may be reviewed, along with procedures and systems for tracking and addressing complaints. On-site and field observations by CITY (or its designated consultant) may include, but are not necessarily limited to:

11.02.2.1 Interviews and discussions with CONTRACTOR's administration and management personnel;

11.02.2.2 Review and observation of CONTRACTOR's customer service functions and structure;

11.02.2.3 Review of public education and outreach materials;

- 11.02.2.4 Interviews and discussions with CONTRACTOR's financial and accounting personnel;
- 11.02.2.5 Interviews with route dispatchers, field supervisors and managers;
- 11.02.2.6 Interviews with route drivers;
- 11.02.2.7 Interviews with vehicle maintenance staff and observation of maintenance practices; and
- 11.02.2.8 Review of on-route collection services, including observation of driver performance and collection productivity and visual inspection of residential routes before and after collection to evaluate Cart placement and cleanliness of streets.

11.02.3 CONTRACTOR's Cooperation. CONTRACTOR must cooperate fully with the review and provide all requested data, including operational data, financial data of the type described in Section 16.01, and other data reasonably requested by CITY within thirty (30) Work Days.

11.02.4 Additional Billing Audit and Performance Review. In the event that the Billing Audit and Performance Review concludes that CONTRACTOR is not in compliance with all terms and conditions of this Agreement and such non-compliance is material, CITY may conduct an Additional Billing Audit and Performance Review to ensure that CONTRACTOR has cured any such area of non-compliance. CONTRACTOR will be responsible for the cost of any such Additional Billing Audit and Performance Review, for a maximum cost of **Seventy-Five Thousand Dollars (\$75,000)** starting on July 1, 2020 and each July 1st thereafter, the maximum cost for the review will be adjusted by the RRI amount as established in Section 4.07.

11.03 City Requested Program Review. CITY reserves the right to require CONTRACTOR to periodically conduct reviews of the Collection Services programs, provided that such reviews are reasonable and can be accomplished at no additional cost to CONTRACTOR and without interfering with CONTRACTOR's operations. Such reviews could assess one or more of the following performance indicators: average volume of Recyclable Materials per setout per Service Recipient, average volume of Green Waste and/or Food Waste per setout per Service Recipients, participation level, contamination levels, etc. Prior to the program evaluation review, CITY and CONTRACTOR will meet and discuss the purpose of the review and agree on the method, scope, and data to be provided by CONTRACTOR.

11.04 Cooperation with Other Program Reviews. If CITY wants to collect program data, perform field work, conduct route audits to investigate Service Recipient participation levels and setout volumes and/or evaluate and monitor program results related to Garbage, Recyclable Materials and Organic Waste collected in CITY by CONTRACTOR, CONTRACTOR must cooperate with CITY or its agent(s) as reasonably requested by CITY, provided that such cooperation can be accomplished at no additional cost to CONTRACTOR and without interfering with CONTRACTOR's operations.

ARTICLE 12. Collection Equipment

12.01 Equipment Specifications.

12.01.1 General Provisions. All equipment used by CONTRACTOR in the performance of services under this Agreement must be of a high quality and comply with all Applicable Laws and meet or exceed all applicable air quality standards, including all applicable provisions of South Coast Air Quality Management District Rule 1193. The vehicles must be designed and operated so as to prevent Collected materials from escaping from the vehicles. Hoppers must be closed on top and on all sides with screening material to minimize Collected materials from leaking, blowing or falling from the vehicles. All trucks and containers must be leak resistant and must be operated to minimize spillage of liquids during Collection or in transit.

12.01.2 Large Items. Vehicles used for Collection of Large Items may not use compactor mechanisms or mechanical handling equipment that may damage reusable goods or release Freon or other gases from pressurized appliances.

12.01.3 Collection Vehicles. CONTRACTOR may not use any Collection vehicle that is more than ten (10) years old or has more than 250,000 miles unless such vehicle is a Rebuilt Vehicle.

12.01.4 Collection Vehicle Size Limitations / Overweight Vehicle Charge. CONTRACTOR may not use any Collection vehicle for in violation of weight limitations set forth in Applicable Law. CONTRACTOR must report all instances of overweight vehicles to CITY on a monthly basis as part of its monthly CITY Reports submittal described in Section 16.02.1.1. CONTRACTOR may be assessed administrative charges as set forth Section 19.04 as a result of exceeding an overweight vehicle rate of ten percent (10%) in any month during the term of the Agreement. The overweight vehicle rate will be calculated as the total number of overweight collection vehicle instances during each month, divided by the total number of collection vehicle loads transported during the same corresponding month. Prior to collecting administrative charges for overweight vehicles, the CITY shall afford CONTRACTOR a reasonable opportunity to provide the Agreement Administrator documentation of the extraordinary circumstance that caused the overweight vehicles. Extraordinary circumstances in this particular case include, but may be limited to, heavy rains or high winds that caused excess Green Waste to be generated, rain to accumulate in open Collection Containers, or normal Collection routes to be delayed or shortened to extreme weather conditions. The Agreement Administrator shall have authority to consider CONTRACTOR's documentation and uphold and collect the assessed charge, to reduce the charge, or waive and dismiss the charge. The Agreement Administrator shall also have the authority to waive charges in advance of an anticipated, or in response to and actual, emergency event.

12.01.5 Infrastructure Impact Mitigation Fee. In addition to the any other payments required under this Agreement, CONTRACTOR shall pay CITY an Infrastructure Impact Mitigation Fee (IIM Fee) as provided in this Section. The initial amount of the IIM Fee shall be, and shall remain until June 30, 2027, zero dollars (\$0).

12.01.5.1 Beginning July 1, 2027, CITY and CONTRACTOR will compare the BLN to the CYN, both as defined below, and if the CYN is greater than BLN, CONTRACTOR shall pay to CITY the IIM Fee, as calculated below by September 30, 2027 and, and shall continue to pay to CITY no later than September 30th of each Agreement Year thereafter the IIM Fee as recalculated.

12.01.5.2 If on July 1, 2027, the BLN is greater than the CYN, then no IIM Fee shall be paid in that Agreement Year, but each Agreement Year thereafter the parties shall compare PYN to CYN. CITY shall not be eligible for payment of the IIM Fee until an Agreement Year in which CYN is greater than PYN. In such Agreement Year CONTRACTOR shall pay to CITY the IIM Fee, as calculated below, and shall continue to pay to CITY September 30th of each Agreement Year thereafter if the IIM Fee as recalculated thereafter.

12.01.5.3 The parties anticipate and agree that the IIM Fee will increase or decrease each Agreement Year to the extent that the CITY Franchise Fee, as adjusted by RRI, paid in the immediately prior Agreement Year, is less than or greater than the EF multiplied by the CONTRACTOR's Gross Receipts for the immediately prior Agreement Year. However, in no instance shall the IIM Fee decrease be below zero dollars nor shall CITY have an obligation to pay CONTRACTOR any negative value of the IIM Fee.

BLN = Baseline Impact Number = Total number of Service Recipient Accounts with different service address in the 2018/2019 Agreement Year.

CYN = Current Year Impact Number = Total number of Service Recipient Accounts with different service address in the prior Agreement Year or the total service volume (cubic yards/gallons) in the prior Agreement Year.

PYN = Prior Agreement Year Impact Number = the CYN from the immediately preceding Agreement Year.

IIM Fee = FF Base + ((GR x EF) - FF Base).

FF Base = Franchise Fee as adjusted by RRI and paid in the immediately prior Agreement Year.

GR = Contractor's Gross Receipts under the Franchise Agreement for the immediately prior Agreement Year.

EF = Equity Factor is 0.2344 = Equity Factor.

12.01.6 Registration; Inspection. All vehicles used by CONTRACTOR in providing Collection Services under this Agreement, except those vehicles used solely on CONTRACTOR's premises, are to be registered with the California Department of Motor Vehicles. In addition, each such vehicle must be inspected by the California Highway Patrol in accordance with Applicable Law. Within two (2) Work Days of a request from the Agreement Administrator, CONTRACTOR must provide CITY a copy of its vehicle maintenance log and any safety compliance report, including, but not limited to, any report issued under California Vehicle Code sections 34500 and following, as well as the biennial "BIT" inspections conducted by the California Highway Patrol.

12.01.7 Safety Markings. All Collection equipment used by CONTRACTOR must have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, and clearance lights. All such safety markings must be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.

12.01.8 Vehicle Signage and Painting. Collection vehicles must be painted and numbered without repetition and must have CONTRACTOR's name, CONTRACTOR's customer service telephone number, and the number of the vehicle painted in letters of contrasting color, at least four (4) inches high, on each side and the rear of each vehicle. No advertising is permitted other than the name of CONTRACTOR, its logo and registered service marks except promotional advertisement of the Recyclable Materials and Organic Waste programs. CONTRACTOR must repaint all vehicles (including vehicles striping) during the term of this Agreement on a frequency as necessary to maintain a positive public image as reasonably determined by the Agreement Administrator, but not less often than every thirty (30) months beginning July 1, 2019.

12.01.9 Bin Signage, Painting, and Cleaning. All metal or plastic Bins of any service type furnished by CONTRACTOR must be either painted or galvanized. All metal or plastic Bins must display CONTRACTOR's name, CONTRACTOR's customer service telephone number, and the number of the Bin and must be kept in a clean and sanitary condition. The Bins provided by CONTRACTOR must be steam cleaned by CONTRACTOR as frequently as necessary so as to maintain them in a sanitary condition. Bins may be subject to periodic, unscheduled inspections by CITY and determination as to sanitary condition will be made by CITY. Bin cleanings beyond once each Calendar Year will be subject to the Service Rate set forth in **Exhibit 1**. Any and all washing of Bins, Carts, Compactors, or Roll-Off Containers by CONTRACTOR is not allowed within the CITY limits, unless approved by the Agreement Administrator.

12.02 Vehicle Certification. For each Collection vehicle used in the performance of services under this Agreement, CONTRACTOR must obtain a certificate of compliance (smog check) issued pursuant to Part 5 of Division 26 of the California Health and Safety Code (Section 43000 and following) and regulations promulgated thereunder and/or a safety compliance report issued pursuant to Division 14.8 of the California Vehicle Code (Section 34500 and following) and the regulations promulgated thereunder, as applicable to the vehicle. CONTRACTOR must maintain copies of such certificates and reports and must make such certificates and reports available for inspection upon request by the Agreement Administrator.

12.02.1 No later than July 1, 2019, CONTRACTOR must submit to the Agreement Administrator verification that each of the CONTRACTOR's Collection vehicles has passed the California Heavy Duty Vehicle Inspection. Thereafter, CONTRACTOR must cause each vehicle in CONTRACTOR's Collection fleet to be tested annually in the California Heavy Duty Inspection Program and must submit written verification to CITY upon request by the Agreement Administrator. CONTRACTOR may not use any vehicle that does not pass such inspection.

12.03 Equipment Maintenance. CONTRACTOR must maintain Collection equipment in a clean condition and in good repair at all times. All parts and systems of the Collection equipment must

operate properly and be maintained in a condition satisfactory to CITY. CONTRACTOR must wash all Collection vehicles at least once a week.

12.04 Maintenance Log. CONTRACTOR must maintain a maintenance log for all Collection vehicles. The log must at all times be accessible to CITY by physical inspection upon request of Agreement Administrator, and must show, at a minimum, each vehicles CONTRACTOR assigned identification number, date purchased or initial lease, dates of performance of routine maintenance, dates of performance of any additional maintenance, and description of additional maintenance performed.

12.05 Equipment Inventory. On or before July 1, 2019, and each July 1st through the Term of this Agreement, CONTRACTOR must provide to CITY an inventory of Collection vehicles and major equipment used by CONTRACTOR for Collection or transportation and performance of services under this Agreement. The inventory must indicate each Collection vehicle by CONTRACTOR assigned identification number, DMV license number, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition, the decibel rating and the maintenance and rebuild status. CONTRACTOR must submit to the Agreement Administrator, either by fax or e-mail, an updated inventory each Calendar Year to the CITY or more often at the request of the Agreement Administrator. Each inventory must also include the tare weight of each vehicle. Each vehicle inventory must be accompanied by a certification signed by CONTRACTOR that all Collection vehicles meet the requirements of this Agreement.

12.06 Reserve Equipment. CONTRACTOR must have available to it, at all times, reserve Collection equipment which can be put into service and operation within one (1) hour of any breakdown. Such reserve equipment must correspond in size and capacity to the equipment used by the CONTRACTOR to perform the contractual duties.

ARTICLE 13. Contractor's Office

13.01 CONTRACTOR's Office. CONTRACTOR must maintain an office where complaints can be received. Such office must be equipped with sufficient telephones that all Collection Service related calls received during normal business hours are answered by an employee within five (5) rings, and must have responsible persons in charge during Collection hours and must be open during such normal business hours, 8:00 a.m. to 5:00 p.m. on Monday through Friday. CONTRACTOR must provide either a local or toll-free telephone number, and a telephone answering service or mechanical device to receive Service Recipient inquiries during those times when the office is closed. Calls received after normal business hours must be addressed the next Work Day morning.

CONTRACTOR shall keep records of all Service Recipient's calls for at least three (3) years, collected on a Calendar Year cycle. The CONTRACTOR must include the type of call (Complaint, compliment, Other), a summary of the call the time and date of the call, and if a complaint was made, the resolution to the complaint. A record of each month's calls will be reported as part of the monthly report, as part of Section 16.03.2.5 of this Agreement. A record of each year's calls will be reported as a part of the Annual Report, as defined in Section 16.04.2.8 of this Agreement. These records will also be made available to the CITY upon request, as pursuant to Section 16.01.3 of this Agreement.

13.01.1 Emergency Contact. CONTRACTOR must provide the Agreement Administrator with an emergency phone number where the CONTRACTOR can be reached outside of the required office hours.

13.01.2 Multilingual/TDD Service. CONTRACTOR must at all times maintain the capability of responding to telephone calls in English and such other languages as CITY may direct. CONTRACTOR must at all times maintain the capability of responding to telephone calls through Telecommunications Device for the Deaf (TDD) Services.

13.01.3 Service Recipient Calls. During office hours, CONTRACTOR must maintain a telephone answering system capable of accepting at least fifteen (15) incoming calls at one time. CONTRACTOR must record all calls including any inquiries, service requests and complaints into a customer service log.

13.01.4 All incoming calls will be answered within five (5) rings. Any call "on-hold" in excess of one and one-half (1.5) minutes must have the option to remain "on-hold" or request a "call-back" from a customer service Agreement Administrator. CONTRACTOR's customer service representatives must return Service Recipient calls. For all messages left before 3:00 p.m., all "call backs" must be attempted a minimum of one time prior to 6:00 p.m. on the day of the call. For messages left after 3:00 p.m., all "call backs" must be attempted a minimum of one time prior to noon the next Work Day. CONTRACTOR must make minimum of three (3) attempts within twenty-four hours of the receipt of the call. If CONTRACTOR is unable to reach the Service Recipient on the next Work Day, CONTRACTOR must send a postcard to the Service Recipient on the second Work Day after the call was received, indicating that the CONTRACTOR has attempted to return the call.

ARTICLE 14. CONTRACTOR Support Services

14.01 Public Outreach and Education Services. CONTRACTOR, at its own expense, must prepare, submit and implement an annual (Calendar Year) Public Education and Outreach Program beyond CITY's Public Education and Outreach Program. CONTRACTOR's initial Sustainability Plan is outlined in **Exhibit 6**. The proposed action plan must be submitted annually for CITY approval no later than August 1st for the next Calendar Year.

14.01.1 Sustainability Representative. The CONTRACTOR will collaborate with CITY staff to make available reasonable use of one or more CONTRACTOR representatives to assist CITY in meeting requirements of the California Integrated Waste Management Act (IWMA) of 1989. On an annual basis, CONTRACTOR will make an individual available as needed to implement, in cooperation with the CITY, Recycling programs in the Service Area on an average of approximately two days a week.

14.01.2 Diversion and Sustainability Work Plan. Collaboratively, CONTRACTOR and CITY staff will develop an annual Waste Diversion and Sustainability Work Plan to help guide CONTRACTOR's staff's work efforts. This program must be designed to increase diversion and Service Recipients participation and should target certain Recyclable Materials or "problem" areas of CONTRACTOR's Service Area where improvements can be maximized. Targets of outreach should be

based on local trends and recycling patterns based on information obtained by both the Agreement Administrator and CONTRACTOR staff. To the extent possible, CONTRACTOR will work to modernize its public outreach and education services throughout the term of this Agreement by providing outreach materials to Service Recipient electronically (e.g., via email). The parties will make good faith efforts to complete each annual Work Plan by August 1st. CONTRACTOR will not be required to expend more than **One Hundred Thousand Dollars (\$100,000)** per year (as adjusted annually by the RRI Adjustment), for matters described in this Article 14.

14.01.3 Website. CONTRACTOR will maintain a website that describes and promotes the use of the available Recycling services. The CONTRACTOR will consult, collaborate and coordinate its activities with the CITY regarding Recycling programs so that the CITY is fully informed and provided as opportunity for input to the CONTRACTOR's Recycling programs.

14.01.4 Annual Recycling Awards. CONTRACTOR will recognize outstanding participation in Recycling and/or Organic Waste programs by identifying "recycling all-stars" for recognition at a City Council meeting during each November, beginning November 2020.

14.01.5 Outreach Activities. On an annual basis the CONTRACTOR will coordinate Recycling and Organics education and outreach programs for Residential and Commercial Service Recipients, in conformance with Applicable Laws including without limitation SB 1383, AB 1826, AB 939, AB 341, in coordination with the CITY. This program will consist of the following:

14.01.5.1 CONTRACTOR will utilize "Recycle Often. Recycle Right." (RORR). RORR is an education program to educate on proper recycling. RORR is a CONTRACTOR program designed to offer a number of educational tools assisting with proper recycling. Educational information includes brochures, school recycling curriculums, kid's activity flyers, posters, myth busters, and recycling art activities. The RORR website is found at www.RORR.com.

14.01.5.2 CONTRACTOR will attend public events and host booths to promote recycling education and awareness. CONTRACTOR will work with CITY to identify which special events will be attended.

14.01.5.3 CONTRACTOR to distribute educational material to Service Recipients on an annual basis. Examples include recycling tips, battery and bulb education, proper Cart placement, resource information, and HHW education. This material will be mailed or electronically transmitted to Service Recipients.

14.01.5.4 Service Recipients will have access to CONTRACTOR's local website to find information specific to the CITY's programs. The CONTRACTOR will ensure that information provided on the website is maintained and up-to-date. This content will include proper container set out, educational materials, newsletters and program descriptions. Service Recipients will also have the ability to use CONTRACTOR's web-based service request system.

14.01.5.5 CONTRACTOR with CITY and will work with local media to ensure information is communicated to the community (new programs, events, recycling information, etc.).

14.01.5.6 CONTRACTOR to use options, such as; local Paper, News, Websites, Home Owners Associations (HOA), and Civic Groups.

14.01.5.7 CONTRACTOR will assist the CITY in supporting Food Waste and Green Waste diversion surveys and programs.

14.01.5.8 CONTRACTOR will complete Garbage, Organic Waste, and Recycling audits for Commercial Service Recipients and provide recommendations to Commercial Service Recipients on how to improve overall resource efficiency.

14.01.6 News Media Requests. CONTRACTOR will notify the Agreement Administrator by fax, e-mail or phone of all requests for news media interviews related to the services covered under this Franchise Agreement within twenty-four (24) hours of CONTRACTOR's receipt of the request. When practicable, before responding to any inquiries involving controversial issues or any issues likely to affect participation or Service Recipient's perception of services, CONTRACTOR will discuss CONTRACTOR's proposed response with the Agreement Administrator.

14.01.6.1 Copies of draft news releases or proposed trade journal articles that use the name of CITY or relate to the services provided hereunder must be submitted to the Agreement Administrator for prior review and approval at least five (5) working days in advance of release, except where CONTRACTOR is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case CONTRACTOR must submit such materials to CITY simultaneously with CONTRACTOR's submittal to such regulatory agency.

14.01.6.2 Copies of articles resulting from media interviews or news releases that use the name of CITY or relate to the services provided hereunder must be provided to the CITY within five (5) days after publication.

14.02 Annual Collection Service Notice. Each year during the term of this Agreement, CONTRACTOR must publish and distribute (by mail or electronically) a notice to all Service Units regarding the Collection Service programs. The notice must contain at a minimum; definitions of the materials to be Collected, procedures for setting out the materials, the days when Garbage Collection Services, Recycling Services, and Organic Waste Collection Services will be provided, CITY customer service phone number; and instructions on the proper filling of Containers, instructions as to what materials may or may not be placed in Recyclable Materials or Organic Waste Containers, and the amount of overage and contamination fees in the event of non-compliance. The notice must also advertise the availability of on-premises Collection Services, SFD Large Items Collection Services and Temporary Construction and Demolition Debris Collection Services, and specifically the availability of no-charge on-premises Collection Services for specific qualified Service Recipients as described in Section 7.02.1. The notice must also advertise the date and location of upcoming free paper shredding events as described in Section 14.04 below. The notice must be provided in English, and other languages as directed by the CITY and must be distributed by CONTRACTOR no later than March 31 of each year.

14.03 Free Paper Shredding Events. Once per calendar year concurrent with a Neighborhood Cleanup Event, at no additional cost to CITY or its residents, CONTRACTOR will conduct a free paper shredding event at the location Neighborhood Cleanup Event. At each event, all CITY residents will be permitted to deliver an unlimited amount of paper for shredding free of charge by CONTRACTOR. CONTRACTOR must arrange for all shredded paper generated by each event to be processed in such a manner so as to ensure the diversion of this material from landfilling.

14.04 Mulch or Compost Delivery. At no cost to the CITY, CONTRACTOR must provide CITY with mulch or compost materials (i.e., "Recovered Organic Materials") at a volume to allow the CITY to comply with SB 1383. CONTRACTOR must deliver mulch or compost materials at a time and location mutually agreeable between the CITY and CONTRACTOR. Delivered mulch or compost can be in bulk form or bagged.

14.05 Edible Food Recovery Support. At no cost to the CITY, CONTRACTOR must provide support to the CITY's Edible Food Recovery program as required under SB 1383. CONTRACTOR support may include educating commercial edible food generators, and providing records of site visits, conducting education efforts, and listing food recovery organizations.

14.06 Additional Outreach Programs and Services. CONTRACTOR will provide additional public outreach services and programs as requested by CITY at a price to be mutually agreed upon between the CONTRACTOR and the Agreement Administrator. This agreement will ultimately take the form of a standard CONTRACTOR personal services Agreement. In the event the CONTRACTOR and Agreement Administrator cannot reach a mutually agreed upon price for the requested service or program, CITY shall have the right to procure the service of other vendors or contractors to provide the requested public outreach services

ARTICLE 15. Emergency Service

15.01 Revised Services During an Emergency. In the event of a natural disaster or Act of God, the Agreement Administrator may grant the CONTRACTOR a variance from regular routes and schedules, which will not be withheld unreasonably. As soon as practicable after such event, CONTRACTOR must advise the Agreement Administrator when it is anticipated that normal routes and schedules can be resumed. The Agreement Administrator will make an effort through the local news media and in coordination with the CITY to inform the public when regular services may be resumed. The clean-up from a natural disaster or Act of God may require that CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the natural disaster or Act of God. CONTRACTOR will receive additional compensation for extraordinary clean-up directly in response to a natural disaster or Act of God above the normal compensation contained in this Agreement, to cover the costs of rental equipment, additional personnel, overtime hours and other documented expenses based on the rates set forth in **Exhibit 1** provided CONTRACTOR has first secured written authorization and approval from CITY through the Agreement Administrator. CITY will be given equal priority and access to resources as with other franchise jurisdictions held by CONTRACTOR or its affiliates.

ARTICLE 16. Record Keeping and Reporting Requirements

16.01 Record Keeping. Notwithstanding Article 41 herein:

16.01.1 Accounting Records. CONTRACTOR must maintain full, complete and separate financial, statistical and accounting records, pertaining to cash, billing, and provisions of all Collection Services, prepared on an accrual basis in accordance with generally accepted accounting principles. Such records will be subject to audit, copy, and inspection. Gross receipts derived from provision of the Collection Services, whether such services are performed by CONTRACTOR or by a subcontractor or subcontractors, will be recorded as revenues in the accounts of CONTRACTOR. CONTRACTOR must maintain and preserve all cash, billing and disposal records for a period of not less than three (3) years following the close of each of CONTRACTOR's fiscal years.

16.01.1.1 CITY reserves the right to request audited, reviewed, or compiled financial statements prepared by an independent Certified Public Accountant, or as may be provided by CONTRACTOR's parent, Waste Management, Inc. In the event that CONTRACTOR does not maintain separate financial or accounting records prepared specifically for services provided under this Agreement, CONTRACTOR may use industry standard allocation methods to provide financial information as applicable to the service provided under this Agreement.

16.01.2 Agreement Materials Records. CONTRACTOR must maintain records of the quantities of Solid Waste collected, processed, and disposed under the terms of this Agreement, by type, Collected, purchased, processed, sold, donated or given for no compensation, and Residual disposed.

16.01.3 Other Records. CONTRACTOR must maintain all other records reasonably related to provision of Collection Services, whether or not specified in this the Agreement.

16.02 Monthly Reporting.

16.02.1 General. Monthly reports must be submitted no later than 5 p.m. PT on the fifteenth (15th) day of the following the close of the reporting period. If the fifteenth (15th) day falls on a day that CITY is closed or a holiday, then the payment will be due on the next business day.

16.02.1.1 Overweight Vehicle Reporting. The monthly report must include a summary total of all instances of overweight collection vehicles. This summary must include the number of overweight vehicle instances expressed as a percentage of the total number of collection vehicle loads transported during the reported month.

16.02.1.2 Contamination Reporting. To the extent required by Applicable Law, the monthly report must include a summary of all instances of qualifying contamination under the procedures in Section 3.09. This summary must include the total number of accounts where contamination occurred, the total number of Contamination Violation Notices issued by CONTRACTOR to Service Recipients, and the total number of instances where Collection Cart of Bins size or Collection frequency was increased specifically due to contamination. Within twenty (20) work days of request by CITY,

CONTRACTOR will provide copies of the Contamination Violation Notices and the digital documentation of contamination.

16.03 Quarterly Reporting.

16.03.1 General. Quarterly reports must be submitted no later than 5 p.m. PT on the fifteenth (15th) day following the last month of the quarter. If the fifteenth (15th) day falls on a day that CITY is closed or a holiday, then the report will be due on the next business day.

16.03.2 CITY Reports. Quarterly reports to CITY must include:

16.03.2.1 Gross Receipts Reporting. CONTRACTOR must include an accounting of CONTRACTOR's gross receipts collected during the preceding quarter.

16.03.2.2 Franchised Tonnage Data. CONTRACTOR must report the tonnage of Garbage, Recyclable Materials and Organic Waste collected, processed for diversion, Residual amounts and landfilled for broken down by SFD, MFD, Commercial, and City Service Collection Services.

16.03.2.3 Non-Collection. The quarterly report must include a summary of each Service Unit receiving a Non-Collection Notice in the previous quarter along with a description for the Non-Collection Notice.

16.03.2.4 Collection Overage Charges. The quarterly report must include each Service Unit incurring a charge for a Solid Waste Overage in the previous quarter.

16.03.2.5 Service Recipient Complaint Log. The quarterly report must include the Service Recipient call log collected from the previous quarter as required in Section 13.01 of this Agreement.

16.03.2.6 Account Verification. CONTRACTOR shall verify new service starts, holds, or terminations in Service Units based on the CITY's Business license System, Water Willing and Waste Billing data, as provided by the CITY on a monthly basis. If there are service starts, holds, or terminations that are not listed on the CITY provided data, CONTRACTOR shall notify the CITY of any discrepancies within ten (10) Business Days of receipt of the CITY data.

16.04 Annual Reporting.

16.04.1 General. An annual report must be submitted no later than 5:00 p.m. PT on April 1, 2020 and each April 1st thereafter for the previous Calendar Year. If April 1st falls on a day that CITY is closed, then the report will be due on the next business day. Annual reports must be provided electronically in software acceptable to the CITY.

16.04.2 CITY Reports. Annual reports to CITY must include:

16.04.2.1 Financial Reports. CONTRACTOR must prepare an annual Financial Report for submittal to the CITY. At a minimum, the Financial Report must include the number of SFD Service Units and Commercial Service Units provided with Collection Services, including any additional services, the CONTRACTOR's gross billing and amount collected for each type of Service Unit, and the amount received for the sale of Recyclable Materials, cost of Recyclables Materials processing, and the cost of residual disposal.

16.04.2.2 Public Education Summary. Public education and information activities undertaken during the year, including distribution of bill inserts, collection notification tags, community information and events, tours and other activities related to the provision of Collection Services. This report will discuss the impact of these activities on Recycling program participation and include amounts Collected from SFD and Commercial Service Units.

16.04.2.3 Summary of Programs. An analysis of any Recycling and Organic Waste Collection, processing and marketing issues or conditions (such as participation, setouts, contamination, etc.) and possible solutions, discussed separately for SFD and Commercial programs.

16.04.2.4 Garbage Data. The number of SFD and Commercial Service Units and the number of Bins, Carts and Roll-Off Containers distributed by size and Service Unit type.

16.04.2.5 Recycling Data. Gross tons Collected daily on average by material type by route for SFD and Commercial Recycling service. The average participation rates by quarter relative to the total number of Service Units by Service Unit type. Indicate, by material type (and grade where appropriate), quarterly totals of Recyclable Materials processed and sold including facility name and location, average price received per ton and total recycling revenue received for the Calendar Year, cost of Recyclables Materials processing, and the cost of residual disposal. Indicate any quantities, by material type, donated or otherwise disbursed without compensation. Indicate number of Bins and Carts distributed by size and Service Unit type. Also provide quarterly totals and location for Residual disposed.

16.04.2.6 Organic Waste Data. Include average daily gross tons Collected by route. Include the total number of generators that receive each type of Organic Waste Collection Service provided by the CONTRACTOR. Indicate average daily number of set-outs by route. Indicate average participation rates relative to the total number of Service Units in terms of weekly set-out counts. Indicate number of Bins and Carts distributed by size and Service Unit type. Provide totals and location for Residue Disposed. Include the number of route reviews conducted for prohibited contaminants and the number of Non-Collection Notices issued to Service Recipients.

16.04.2.7 Commercial Outreach Report. A complete list of all Commercial accounts, which includes each account's status as a "covered generator" under AB 341 and AB 1826, the date and status of CONTRACTOR's outreach efforts at each account, and the current level of Recycling and Organics program participation at each account.

16.04.2.8 Customer Service Log. A summary of the type and number of complaints and their resolution, including calls related to missed pickups and responses to such calls. (with three-year retention)

16.04.2.9 Green Pages. A copy of CONTRACTOR's most recent "Green Pages" (i.e., customer call center "cheat sheet") for the City of Beaumont, or the equivalent information used by customer service representatives in the event that the "Green Pages" are renamed or otherwise reworked during the term of this Agreement.

16.04.2.10 Overweight Vehicle Data. A summary of all instances of overweight collection vehicles. This summary must also include the number of overweight vehicle instances as a percentage of the total number of collection vehicle loads transported during the Calendar Year.

16.04.2.11 Summary Narrative. A summary narrative of problems encountered with Collection and processing activities and actions taken. Indicate type and number of Non-Collection Notices left at Service Recipient locations. Indicate instances or numbers of property damage or injury, significant changes in operation, market factors, publicity conducted, or needs for publicity. Include description of processed material loads rejected for sale, reason for rejection and disposition of load after rejection.

16.04.2.12 Bin, Cart, and Vehicle Inventory. An updated complete inventory of Bins and Carts by type and size, and an updated complete inventory of Collection vehicles including for each vehicle: truck number, date purchased, vehicle type, tare weight, license plate number, and vehicle make and model.

16.04.2.13 AB 341, AB 1826, and SB 1383 Compliance Data. CONTRACTOR must report the total number of Commercial Service Units serviced and the number of containers, container sizes and frequency of Collection for Garbage, Recyclable Materials and Organic Waste for each Commercial and MFD Service Unit. CONTRACTOR must also provide the following information separately for both AB 341, AB 1826 and SB 1383.

16.04.2.14 The total number of Commercial and MFD Service Units that fall under the AB 341 or AB 1826 thresholds, and the total number of those Commercial Service Units that are not receiving CONTRACTOR's required services to Commercial and MFD Recycling Collection Service or Commercial and MFD Organics Collection Service.

16.04.2.15 A summary of the type of follow-up outreach that was provided to those Commercial Service Units that are not subscribed to Commercial and MFD Recycling Collection Service or Commercial and MFD Organics Collection Service.

16.05 Diversion Data. By 5:00 p.m. PT on March 31, 2020, and annually thereafter during the term of this Agreement, CONTRACTOR must deliver to CITY diversion data for the specific services performed under this Agreement in the format specified by CITY.

16.06 CalRecycle Reports. CONTRACTOR will provide reasonable assistance to CITY in preparing annual reports to CalRecycle, including but not limited to supplying required data for preparation of the reports,

16.06.1 In the event that CalRecycle requires CITY to submit an Implementation Schedule to comply with AB 341, AB 1826, SB 1383 and other Applicable Laws, CONTRACTOR will provide reasonable assistance to CITY in preparing a report, including CONTRACTOR's policies and procedures related to compliance with AB 341, AB 1826, SB 1383, and other Applicable Laws and how recycling or organics are collected, a description of the geographic area, routes, list of addresses served and a method for tracking contamination, copies of route audits, copies of notice of contamination, copies of notices, violations, education and enforcement actions issued, and copies of educational materials, flyers, brochures, newsletters, website, and social media.

16.07 Additional Reporting. CONTRACTOR must furnish CITY with any additional reports as may reasonably be required, such reports to be prepared within a reasonable time following the reporting period.

ARTICLE 17. Nondiscrimination

17.01 Nondiscrimination. In the performance of all work and services under this Agreement, CONTRACTOR may not discriminate against any person on the basis of such person's race, color, sex (including pregnancy, childbirth, and related medical conditions), age, ancestry, national origin, religion, marital status, or sexual orientation, gender identify and gender expression, disability (physical and mental), medical conditions, AIDS/HIV, citizenship status and genetic information, military or veteran status, political affiliations or activities, and status as a victim of domestic violence, assault or stalking. CONTRACTOR must comply with all applicable local, state and federal laws and regulations regarding nondiscrimination, including those prohibiting discrimination in employment.

ARTICLE 18. Service Inquiries and Complaints

18.01 CONTRACTOR's Customer Service. All service inquiries and complaints from Service Recipients will be directed to CONTRACTOR. A representative of CONTRACTOR must be available to receive the complaints during normal business hours. All service complaints will be handled by CONTRACTOR in a prompt and efficient manner. In the case of a dispute between CONTRACTOR and a Service Recipient, the matter will be reviewed, and a decision made by the Agreement Administrator.

18.01.1 CONTRACTOR will utilize the Customer Service Log to maintain a record of all inquiries and complaints in a manner prescribed by CITY. CONTRACTOR must maintain a record of all inquiries and complaints for a minimum of three (3) years, available upon CITY request.

18.01.2 For those complaints related to missed Collections, where Containers are properly and timely set out, that are received by 12:00 noon on a Work Day, CONTRACTOR will return to the Service Unit address and Collect the missed materials before leaving the Service Area for the day. For those complaints related to missed Collections that are received after 12:00 noon on a Work Day, CONTRACTOR will have until the end of the following Work Day to resolve the complaint. For those

complaints related to repair or replacement of Carts or Bins, the appropriate Sections of this Agreement will apply.

18.01.3 CONTRACTOR agrees that it is in the best interest of CITY that all Solid Waste be Collected on the scheduled Collection day. Accordingly, missed Collections will normally be Collected as set forth above regardless of the reason that the Collection was missed. However, in the event a Service Recipient requests missed Collection service more than two (2) times in any consecutive two (2) month period the Agreement Administrator will work with CONTRACTOR to determine an appropriate resolution to that situation. In the event CONTRACTOR believes any complaint to be without merit, CONTRACTOR will notify the Agreement Administrator, either by fax or e-mail. The Agreement Administrator will investigate all disputed complaints and render a decision.

18.01.4 CONTRACTOR's service and emergency telephone numbers must be accessible by a local (CITY) phone number. The telephone number(s) must be listed in the area's telephone directories under CONTRACTOR's name in the White Pages and Yellow Pages.

ARTICLE 19. Quality of Performance of Contractor

19.01 Intent. CONTRACTOR acknowledges and agrees that one of CITY's primary goals in entering into this Agreement is to ensure that the Collection Services are of the highest caliber, that Service Recipient satisfaction remains at the highest level, that maximum diversion levels are achieved, and that materials Collected are put to the highest and best use to the extent possible.

19.02 Service Supervisor. CONTRACTOR must assign a qualified supervisor to be in charge of the Collection Service within the Service Area and must provide the contact name of that person in writing to the Agreement Administrator within thirty (30) days of the execution of this Agreement, and annually by July 1st of each subsequent Calendar Year of the term of this Agreement, and any other time the person in that position changes. The supervisor must be physically located in the Service Area and available to the Agreement Administrator through the use of telecommunication equipment at all times that CONTRACTOR is providing Collection Services. In the event the supervisor is unavailable due to illness or vacation, CONTRACTOR must designate an acceptable substitute who will be available and who has the authority to act in the same capacity as the supervisor.

19.03 CONTRACTOR Representative. CONTRACTOR must designate a Representative (CONTRACTOR's Representative) and must provide the name of that person in writing to CITY within thirty (30) days of the execution of this Agreement and annually by July 1st of each subsequent Calendar Year of this Agreement and any other time the person in that position changes. The CONTRACTOR's Representative must be available to the CITY through the use of telecommunications equipment at all times that CONTRACTOR is providing Collection Services in the Service Area. The CONTRACTOR's Representative must provide CITY with an emergency phone number where the CONTRACTOR's Representative can be reached outside of normal business hours.

19.04 Administrative Charges; Liquidated Damages. Should CONTRACTOR be in material breach of the requirements set forth in this Agreement, it is mutually understood and agreed that the public

will necessarily suffer damages and that such damages, from the nature of the default in performance will be extremely difficult to value and impractical to fix. CITY finds, and the CONTRACTOR agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages or the costs related thereto which will be incurred by CITY as a result of a material breach by CONTRACTOR of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration and deprivation of the benefits of this Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) services might be available at substantially lower costs than alternative services, and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

ADMINISTRATIVE Charges			
Item		Amount if Not Cured in 30 Days	If Cured in 15 Days
a.	Failure to respond to each complaint within three (3) Work Days of receipt of complaint.	\$100 per day per incident per Service Recipient.	
b.	Failure to maintain call center hours as required by this Agreement.	\$100 per day.	-0-
c.	Failure to submit to CITY all reports by the deadlines required under the provisions of this Agreement.	\$100 per day.	-0-
d.	Failure to submit to CITY all payments by the deadlines required under the provisions of this Agreement.	\$500 per day.	-0-
e.	Failure to display CONTRACTOR's name and customer service phone number on collection vehicles.	\$100 per incident per day.	-0-
f.	Failure to collect a missed collection by close of the next Work Day upon notice to CONTRACTOR, that exceeds twenty (20) in any Calendar Year.	\$1000 per Calendar year, plus \$10 per incident per day.	-0-
g.	Failure to repair or replace damaged Containers to deliver or exchange Containers within the time required by this Agreement, that exceeds twenty (20) in any Calendar year.	\$1000 per Calendar year, plus \$10 per incident per day.	

ADMINISTRATIVE Charges			
Item	Amount if Not Cured in 30 Days	If Cured in 15 Days	
h.	Failure to maintain collection hours as required by this Agreement.	\$100 per day.	-0-
i.	Failure to have CONTRACTOR personnel in CONTRACTOR-provided uniforms.	\$25 per day per employee.	-0-
j.	Failure of CONTRACTOR to follow Recyclable Materials and Organic Waste Contamination procedures as set forth under Section 3.09.	Submit plan of correction to CITY	-0-
The following items Can Not Be Cured			
Item	Amount (cannot be cured)		
k.	Failure to clean up spillage or litter on public streets located within CITY caused by CONTRACTOR's collection vehicles within two (2) hours after notice by CITY to CONTRACTOR.	\$500 per incident per location and reimbursement to CITY for cleanup.	
l.	Disposal of separately collected Recyclable Materials or separately collected Organic Waste in the Disposal Facility without first obtaining the required permission of the CITY.	\$500 per load.	
m.	Failure to deliver Garbage collected under this Agreement to the Disposal Facility, except as otherwise expressly provided in this Agreement.	\$5,000 each failure.	
n.	Failure to submit a corrective action plan as set forth in Section 5.01.2.	The current disposal cost/ton for each ton under the diversion requirement.	
o.	Overweight Collection Vehicles, as set forth by Section 12.01.4	\$500 per day per load after CITY has considered CONTRACTOR's reason for excessive overweight vehicles.	

19.05 Procedure for Review of Administrative Charges. The Agreement Administrator may assess administrative charges pursuant to this Agreement on a monthly basis. At the end of each month during the term of this Agreement, the Agreement Administrator will issue a written notice to

CONTRACTOR ("Notice of Assessment") of the administrative charges assessed and the basis for each assessment.

19.05.1 The assessment will become final unless, within ten (10) business days of the date of the notice of assessment, CONTRACTOR provides a written request for a meeting with the City Manager to present evidence that the assessment should not be made, or the alleged deficiency has been cured.

19.05.2 The Agreement Administrator will schedule a meeting between CONTRACTOR and the City Manager as soon as reasonably possible after timely receipt of CONTRACTOR's request.

19.05.3 The City Manager will review CONTRACTOR's evidence and render a decision sustaining or reversing the administrative charges within ten (10) business days after the meeting. Written notice of the decision will be provided to CONTRACTOR.

19.05.4 In the event CONTRACTOR does not submit a written request for a meeting within ten (10) calendar days of the date of the Notice of Assessment and the alleged deficiency is not cured, the Agreement Administrator's determination will be final.

19.05.5 CITY's assessment or collection of administrative charges will not prevent CITY from exercising any other right or remedy, including the right to terminate this Agreement, for CONTRACTOR's failure to perform the work and services in the manner set forth in this Agreement.

19.06 Acts of God and Natural Disasters.

19.06.1 If either party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, acts of the State of California or the U.S. Federal government, acts of God or natural disasters, whether of the kind enumerated or otherwise, that are not reasonably within the control of the affected party, then the affected party will be excused from performance hereunder during the period of such disability.

19.06.2 The party claiming excuse from performance must promptly notify the other party when it learns of the existence of such cause, including the facts constituting such cause, and when such cause has terminated.

19.06.3 The interruption or discontinuance of services by a party caused by circumstances outside of its control will not constitute a default under this Agreement.

ARTICLE 20. Letter of Credit

20.01 Letter of Credit. Within ten (10) business days from the date the City Council approves this Agreement, CONTRACTOR must furnish to CITY, and keep current, a letter of credit, for the faithful performance of this Agreement and all obligations arising hereunder in an amount as follows:

20.01.1 From July 1, 2019 and so long as this Agreement or any extension thereof remains in force, CONTRACTOR must maintain a letter of credit in the amount of **Seven Hundred Fifty-Thousand Dollars (\$750,000)**. The letter of credit must be issued by an FDIC insured banking institution chartered to business in the state of California, in CITY's name, and be callable at the discretion of the CITY.

ARTICLE 21. Insurance

21.01 Insurance Policies. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees, or subcontractors. With respect to General Liability and Contractors Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

21.02 Minimum Scope and Limit of Insurance. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below in Sections 21.02.1 through 21.02.4, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY. Insurance coverage must be at least this broad.

21.02.1 Commercial General Liability (CGL). Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

21.02.2 Automobile Liability. Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than \$5,000,000 per accident for bodily injury and property damage.

21.02.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$3,000,000 per accident for bodily injury or disease.

21.02.4 Contractors Pollution Liability. Applicable to the work being performed, with a limit no less than \$10,000,000 per claim or occurrence and \$20,000,000 aggregate per policy period of one year.

21.03 Self-Insured Retentions. Any self-insured retentions must be declared to the Agreement Administrator. Should CITY form a reasonable belief that CONTRACTOR may be unable to pay any self-insured retentions, CONTRACTOR must procure a letter of credit issued by a state of federal guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by CITY's risk manager.

21.04 Other Insurance Provisions.

21.04.1 The General Liability, Automobile Liability, and Contractors Pollution Liability, policies are to contain, or be endorsed to contain, the following provisions:

21.04.1.1 The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

21.04.1.2 For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

21.04.1.3 Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the CITY.

21.04.2 The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by CONTRACTOR pursuant to the Agreement. This coverage may also be provided on the Contractors Pollution Liability policy.

21.04.3 If General Liability and Contractors Pollution Liability coverages are written on a claims-made form:

21.04.3.1 The retroactive date must be shown, and must be before the date of the Agreement or the beginning of work under this Agreement.

21.04.3.2 Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

21.04.3.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONTRACTOR must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

21.04.3.4 A copy of the claims reporting requirements must be submitted to the CITY for review.

21.05 Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII if admitted in the State of California.

21.06 Verification of Coverage. CONTRACTOR shall furnish the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CITY before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CITY reserves the right to review complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, at CONTRACTOR's address indicated for receipt of notices in this Agreement.

21.07 Waiver of Subrogation. CONTRACTOR hereby grants to CITY a waiver of subrogation which any insurer may acquire against CITY, its officers, officials, employees, and volunteers, from CONTRACTOR by virtue of the payment of any loss arising from CONTRACTOR's performance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its employees, agents, and subcontractors under this Agreement.

21.08 Subcontractors. CONTRACTOR shall require and verify that all subcontractors performing work in the CITY maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that CITY is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

21.09 Special Risks or Circumstances. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 22. Indemnification

22.01 General Indemnification. CONTRACTOR must indemnify, defend and hold harmless CITY, CITY's contractors, and the public officials, officers, directors, employees, agents and other contractors of each of them (collectively, "CITY Indemnitees"), from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals as well as all court or other dispute resolution costs), liabilities, expenditures or causes of action of any kind (including negligent, reckless, willful or intentional acts or omissions of the CONTRACTOR, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any services or anyone for whose acts any of them may be liable), arising from, relative to or caused by the performance of the services. (collectively, "Claims") This indemnity includes but is not limited to Claims attributable to bodily injury, sickness, disease or death and to injury or destruction of tangible property. CONTRACTOR agrees, at CONTRACTOR's expense, after written notice from the CITY, to defend any action against the CITY Indemnitees that falls within the scope of this indemnity using counsel selected by CONTRACTOR and approved by CITY in its reasonable judgment. Additionally, if CONTRACTOR, after receipt of written notice from the CITY, fails to make any payment due under this Agreement to CITY, CONTRACTOR must pay any reasonable attorneys' fees or costs incurred

by CITY in securing any such payment from CONTRACTOR. Payment of any amount due pursuant to the foregoing indemnity must, after receipt of written notice by CONTRACTOR from CITY that such amount is due, be made by CONTRACTOR prior to CITY being required to pay same, or in the alternative, CITY, at CITY's option, may make payment of an amount so due and CONTRACTOR must promptly reimburse CITY for the same, together with interest thereon at the rate of 12% per annum simple interest from the date of receipt by CONTRACTOR of written notice from CITY that such payment is due.

22.02 Diversion Indemnification. Subject to the requirements of Public Resources Code section 40059.1, which will control in the event of any conflict with the provisions of this Section, CONTRACTOR agrees to protect and defend CITY Indemnitees with counsel selected by CONTRACTOR and approved by CITY, to pay all attorneys' fees, and to indemnify and hold CITY Indemnitees harmless from and against all fines or penalties imposed by the California Integrated Waste Management Board if the diversion goals specified in California Public Resources Code section 41780, as it may be amended, are not met by CITY with respect to the materials Collected by CONTRACTOR and if the lack in meeting such goals are attributable to the failure of CONTRACTOR to implement and operate the recycling or diversion programs or undertake the related activities required by this Agreement. In the event CalRecycle provides an administrative process to challenge the imposition of a compliance order or a fine or fines, CONTRACTOR will be responsible for engaging any consultants or attorneys necessary to represent CITY in any challenge. CONTRACTOR will be responsible for the retention of and payment to any consultants engaged to perform waste generation studies (diversion and disposal). All consultants and attorneys engaged hereunder are subject to the mutual agreement of CITY and CONTRACTOR.

22.03 Hazardous Substances Indemnification. CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by CITY), protect and hold harmless the CITY Indemnitees from and against any and all Claims of any kind whatsoever paid, suffered or incurred by or against the CITY Indemnitees resulting from any repair, cleanup, removal action or response action undertaken pursuant to CERCLA, the Health & Safety Code or other similar federal, state or local law or regulation, with respect to Solid Waste Collected and Disposed of by CONTRACTOR. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA and Section 25364 of the Health & Safety Code to defend, protect, hold harmless and indemnify the CITY Indemnitees from all forms of liability under CERCLA, the Health & Safety Code or other similar federal, state or local law or regulation.

22.04 Propositions 218 and 26 Release. CITY intends to comply with all applicable laws concerning the Maximum Service Rates provided under this Agreement. Upon thorough analysis, the parties have made a good faith determination that the Maximum Service Rates for the Solid Waste Collection Services provided under this Agreement are NOT subject to California Constitution Articles XIII C and XIII D because, among other reasons, such services are provided by a private corporation and not by CITY pursuant to Article 4, CONTRACTOR independently establishes the rates for services within the limits established in this Agreement, the receipt of services is voluntary and not required of any property within CITY, and any owner or Service Recipient of property within CITY has the opportunity to avoid the services available under this Agreement either through self-hauling or use of property in such a manner that Solid Waste is not generated. Accordingly, CONTRACTOR agrees to hold harmless and release the CITY Indemnitees from and against any and all claims CONTRACTOR may have against the CITY Indemnitees resulting from the Maximum Service Rates provided for under this Agreement or in connection with the

application of California Constitution Article XIII C and Article XIII D to the imposition, payment or collection of the rates under this Agreement. This Section will survive the expiration or termination of this Agreement for Claims arising prior to the expiration or termination of this Agreement.

22.05 Consideration. It is specifically understood and agreed that the consideration inuring to CONTRACTOR for the execution of this Agreement consists of the promises, payments, covenants, rights and responsibilities contained in this Agreement.

22.06 Obligation. This Agreement obligates CONTRACTOR to comply with the foregoing indemnification and release provisions; however, the collateral obligation of providing insurance must also be complied with as set forth in this Agreement.

22.07 Subcontractors. CONTRACTOR must require all subcontractors performing work in the CITY to enter into an Agreement containing the provisions set forth in Section 22.01 in which Agreement the subcontractor fully indemnifies CITY in accordance with this Agreement.

22.08 Exception. Notwithstanding other provisions of this Agreement, CONTRACTOR's obligation to indemnify, hold harmless and defend CITY, its officers and employees will not extend to any loss, liability, penalty, damage, action or suit arising or resulting from acts or omissions constituting sole or active negligence, willful misconduct, material breach of this Agreement, or violation of law on the part of CITY, its officers or employees.

22.09 Damage by CONTRACTOR. If CONTRACTOR's employees or subcontractors cause any injury, damage or loss to CITY property, including but not limited to CITY streets or curbs, excluding normal wear and tear, CONTRACTOR must reimburse CITY for CITY's cost of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of CITY to be indemnified by CONTRACTOR for any such injury, damage or loss. With the prior written approval of CITY, CONTRACTOR may repair the damage at CONTRACTOR's sole cost and expense. Any injury, damage or loss to private property caused by the negligent or willful acts or omissions of CONTRACTOR to private property must be repaired or replaced by CONTRACTOR at CONTRACTOR's sole expense. Disputes between CONTRACTOR and its Service Recipients or private property owners as to damage to private property are civil matters and complaints of damage will be referred to CONTRACTOR as a matter within its sole responsibility and as a matter within the scope of Section 22.01 (Indemnification).

ARTICLE 23. Default of Agreement

23.01 Termination. CITY may cancel this Agreement, except as otherwise provided below in this Section, by giving CONTRACTOR thirty (30) calendar days advance written notice, to be served as provided in this Agreement, upon the happening of any one of the following events:

23.01.1 CONTRACTOR takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state

thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

23.01.2 By order or decree of a court, CONTRACTOR is adjudged bankrupt or an order is made approving a petition filed by any of its creditors or by any of the stockholders of CONTRACTOR, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default will be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, such default will be deemed immediate; or

23.01.2.1 By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of CONTRACTOR, and such possession or control continues in effect for a period of sixty (60) calendar days; or

23.01.3 CONTRACTOR has defaulted, by failing or refusing to pay in a timely manner the administrative charges or other monies due CITY and such default is not cured within thirty (30) calendar days of receipt of written notice by CITY to do so; or

23.01.4 CONTRACTOR has defaulted by allowing any final judgment for the payment of money owed to CITY to stand against it unsatisfied and such default is not cured within thirty (30) calendar days of receipt of written notice by CITY to do so; or

23.01.5 In the event that the monies due CITY under Section 23.01.3 above or an unsatisfied final judgment under Section 23.01.4 above is the subject of a judicial proceeding, CONTRACTOR will not be in default if the sum of money is bonded. All bonds must be in the form acceptable to the CITY Attorney; or

23.01.6 CONTRACTOR has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by CITY pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Agreement Administrator relative thereto and such default is not cured within thirty (30) calendar days of receipt of written notice by CITY to do so, or if by reason of the nature of such default, the same cannot reasonably be remedied within thirty (30) calendar days following receipt by CONTRACTOR of written demand from CITY to do so, CONTRACTOR fails to commence the remedy of such default within such thirty (30) calendar days following such written notice or having so commenced fails thereafter to continue with diligence the curing thereof (with CONTRACTOR having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with diligence to cure such default, and such default will be cured within a reasonable period of time).

23.02 Violations. Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Article, in the event that CONTRACTOR's record of performance

shows that CONTRACTOR has defaulted in the performance of any of the covenants and conditions required herein excepting those for which CITY's remedy is to levy and collect a penalty as Administrative Charges under Article 19, to be kept and performed by CONTRACTOR three (3) or more times in any twenty-four (24) month period, and regardless of whether the CONTRACTOR has corrected each individual condition of default, CONTRACTOR will be deemed a "habitual violator", will be deemed to have waived the right to any further notice or grace period to correct, and all such defaults will be considered cumulative and collectively will constitute a condition of irredeemable default. CITY will thereupon issue CONTRACTOR a final warning citing the circumstances therefore, and any single default by CONTRACTOR of whatever nature, subsequent to the occurrence of the last of such cumulative defaults, will be grounds for immediate termination of the Agreement. In the event of any such subsequent default, CITY may terminate this Agreement upon giving of written final notice to CONTRACTOR, such cancellation to be effective upon the date specified in CITY's written notice to CONTRACTOR, and all contractual fees due hereunder plus any and all charges and interest will be payable to such date, and CONTRACTOR will have no further rights hereunder. Immediately upon the specified date in such final notice CONTRACTOR must cease any further performance under this Agreement.

23.03 Effective Date of Termination. In the event of any the events specified above, and except as otherwise provided in such subsections, termination will be effective upon the date specified in CITY's written notice to CONTRACTOR and upon such date this Agreement will be deemed immediately terminated and upon such termination all liability of CITY under this Agreement to CONTRACTOR will cease, and CITY will have the draw down on the Letter of Credit and will be free to negotiate with other contractors for the operation of interim and long-term Collection Services. CONTRACTOR must reimburse CITY for all direct and indirect costs of providing any interim Collection Services as a result of CONTRACTOR's default in this Agreement.

23.04 Immediate Termination. CITY may terminate this Agreement immediately upon written notice to CONTRACTOR in the event CONTRACTOR: (a) fails to provide and maintain Letter of Credit as required by this Agreement, (b) fails to obtain or maintain insurance policies endorsements as required by this Agreement, (c) fails to provide the proof of insurance as required by this Agreement, or (d) offers or gives any gift to a CITY official or employee prohibited by CITY's Municipal Code.

23.05 Termination Cumulative. CITY's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

23.06 Alternative Service. Should CONTRACTOR, for any reason, except the occurrence or existence of any of the events or conditions set forth in Section 19.06 [Uncontrollable Circumstances], refuse or be unable for a period of more than forty-eight (48) hours, to Collect a material portion or all of the Solid Waste which it is obligated under this Agreement to Collect, and as a result, Solid Waste should accumulate in CITY to such an extent, in such a manner, or for such a time that the City Manager, in the reasonable exercise of the City Manager's discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then CITY will have the right to contract with another Solid Waste enterprise to Collect any or all Solid Waste which CONTRACTOR is obligated to Collect pursuant to this AGREEMENT. CITY must provide twenty-four (24) hours prior written notice to CONTRACTOR during the period of such emergency, before contracting with another Solid Waste enterprise to Collect any or all

Solid Waste which CONTRACTOR would otherwise collect pursuant to this Agreement for the duration of period during which CONTRACTOR is unable to provide such services. In such event, CONTRACTOR must undertake commercially reasonable efforts to identify sources from which such substitute Solid Waste services are immediately available, and must reimburse CITY for all of its expenses for such substitute services during the period in which CONTRACTOR is unable to provide Collection services required by this Agreement.

23.07 Survival of Certain Contractor Obligation. Notwithstanding the termination of this Agreement by CONTRACTOR or CITY, CONTRACTOR's obligation to indemnify, defend and hold CITY and CITY Indemnitees harmless as provided in Article 22 shall survive termination for five (5) years from the date of termination. Notwithstanding the termination of this Agreement by CONTRACTOR or CITY, such act shall not automatically invalidate or cancel any insurance policy, letter of credit, performance bond or similar instruments provided by CONTRACTOR under this Agreement and such policies, letters of credit, performance bonds and other instruments shall remain in full force and effect for one full year after termination.

ARTICLE 24. Modifications to the Agreement

24.01 City-Directed Change. CITY has the power to make changes in this Agreement as the result of changes in law, changes in the City of Beaumont Municipal Code, or both, to impose new rules and regulations on CONTRACTOR under this Agreement relative to the scope and methods of providing Collection Services as may from time-to-time be necessary and desirable for the public welfare. CITY will give the CONTRACTOR notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing Collection Services as referenced herein will be liberally construed to include procedures, operations and obligations, financial or otherwise, of CONTRACTOR. When such modifications are made to this Agreement, CITY and CONTRACTOR will negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of CONTRACTOR due to any modification in the Agreement under this Article. CITY and CONTRACTOR will not unreasonably withhold agreement to such compensation adjustment.

24.01.1 Change in Law. CITY and CONTRACTOR understand and agree that the California Legislature has the authority to make comprehensive changes in Solid Waste Collection legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. CONTRACTOR agrees that the terms and provisions of the City of Beaumont Municipal Code, as it now exists or as it may be amended in the future, will apply to all of the provisions of this Agreement and the Service Recipients of CONTRACTOR located within the Service Area. In the event any future change in federal law or regulations, state or local law of regulation, or the City Code materially alters the obligations of CONTRACTOR, then the affected service rates, as established in **Exhibit 1** of this Agreement will be adjusted in accordance with Section 4.10. Nothing contained in this Agreement will require any party to perform any act or function contrary to law. CITY and CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Agreement, CITY and CONTRACTOR will negotiate in good faith, a reasonable and

appropriate compensation adjustment for any increase or decrease in the services or other obligations required of CONTRACTOR due to any change in law or modification in the Agreement under this Article. CITY and CONTRACTOR will not unreasonably withhold agreement to such compensation adjustment.

ARTICLE 25. Legal Representation

25.01 Acknowledgement. It is acknowledged that each party was, or had the opportunity to be, represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that an Agreement will be interpreted strictly against the party preparing the same will not apply due to the joint contributions of both parties.

ARTICLE 26. Financial Interest

26.01 Representation. CONTRACTOR warrants and represents that no elected official, officer, agent or employee of CITY has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no CITY employee who acts in the CITY as a "purchasing agent" as defined in the CITY's Municipal Code, nor any elected or appointed officer of CITY, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the CONTRACTOR and, further, that no such CITY employee, purchasing agent, CITY elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material financial interest in CONTRACTOR or this Agreement under Applicable Law.

ARTICLE 27. Contractor's Personnel

27.01 Personnel Requirements. CONTRACTOR must employ and assign qualified personnel to perform all services required under this Agreement. CONTRACTOR is responsible for ensuring that its employees comply with all Applicable Laws related to their employment and position.

27.01.1 CITY may request the transfer of any employee of CONTRACTOR who materially violates any provision of this Agreement, or who is wanton, negligent, or discourteous in the performance of his or her duties under this Agreement.

27.01.2 CONTRACTOR's field operations personnel are required to wear a clean uniform shirt bearing CONTRACTOR's name. CONTRACTOR's employees, who normally come into direct contact with the public, including drivers, must bear some means of individual photographic identification such as a name tag or identification card.

27.01.3 Each driver of a Collection vehicle must at all times carry a valid California driver's license and all other required licenses for the type of vehicle that is being operated.

27.01.4 Each driver of a Collection vehicle must at all times comply with all applicable state and federal laws, regulations and requirements.

27.01.5 CONTRACTOR's employees, officers, and agents may not identify themselves or in any way represent themselves as being employees or officials of CITY.

27.01.6 CONTRACTOR's name and the Customer Service telephone number must be properly displayed on all Collection vehicles.

ARTICLE 28. Exempt Waste

28.01 CONTRACTOR is not required to Collect or dispose of Exempt Waste, but may offer such services. All such Collection and disposal of Exempt Waste is not regulated under this Agreement, but if provided by CONTRACTOR must be in strict compliance with all Applicable Laws.

ARTICLE 29. Independent Contractor

29.01 In the performance of services pursuant to this Agreement, CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of CITY. CONTRACTOR will have exclusive control of the details of the services and work performed and over all persons performing such services and work. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Neither CONTRACTOR nor its officers, employees, agents, contractors or subcontractors will obtain any right to retirement benefits, Workers Compensation benefits, or any other benefits which accrued to CITY employees and CONTRACTOR expressly waives any claim to such benefits.

29.02 Subcontractors. CONTRACTOR will require all subcontractors performing work in the CITY to enter into an Agreement containing the provisions set forth Section 29.01 in which Agreement the subcontractor agrees that CONTRACTOR and subcontractor are independent contractors and have no other agency relationship with CITY.

ARTICLE 30. Laws to Govern

30.01 The law of the State of California governs the rights, obligations, duties and liabilities of CITY and CONTRACTOR under this Agreement and govern the interpretation of this Agreement.

ARTICLE 31. Consent to Jurisdiction

31.01 The parties agree that any litigation between CITY and CONTRACTOR concerning or arising out of this Agreement must be filed and maintained exclusively in the Municipal or Superior Courts of Riverside County, State of California, or in the United States District Court for the Central District of California to the fullest extent permissible by law. Each party consents to service of process in any manner authorized by California law.

ARTICLE 32. Assignment

32.01 No assignment of this Agreement or any right occurring under this Agreement may be made in whole or in part by CONTRACTOR without the express prior written consent of the CITY. CITY will have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the CONTRACTOR. Any assignment of this Agreement made by CONTRACTOR without the express written consent of the CITY will be null and void and will be grounds for CITY to declare a default of this

Agreement and immediately terminate this Agreement by giving written notice to CONTRACTOR, and upon the date of such notice Agreement will be deemed immediately terminated, and upon such termination all liability of CITY under this Agreement to CONTRACTOR will cease, and CITY will have the right to call the letter of credit and will be free to negotiate with other contractors, for the services that are the subject of this Agreement. In the event of any assignment approved by CITY, the assignee must fully assume all the liabilities of CONTRACTOR by way of an assignment and assumption agreement. Notwithstanding the above, an assignment to an affiliate of CONTRACTOR may be undertaken upon notice to CITY, but without the requirement for its approval. For purposes of this provision, "affiliate" means any person or legal entity that, directly or indirectly, controls, is controlled by, or is under common control with CONTRACTOR.

32.02 The use of a subcontractor to perform services under this Agreement will not constitute delegation of CONTRACTOR's duties provided that CONTRACTOR has received prior written authorization from the Agreement Administrator to subcontract such services and the Agreement Administrator has approved a subcontractor who will perform such services. CONTRACTOR will be responsible for directing the work of CONTRACTOR's subcontractors and any compensation due or payable to CONTRACTOR's subcontractor will be the sole responsibility of CONTRACTOR. The Agreement Administrator will have the right to require the removal of any approved subcontractor for reasonable cause. The subcontractors listed in **Exhibit 5**, if any, are hereby approved by the CITY.

ARTICLE 33. Compliance with Laws

33.01 In the performance of this Agreement, CITY and CONTRACTOR must comply with all Applicable Laws, including without limitation the Beaumont Municipal Code.

33.02 CITY must provide written notice to CONTRACTOR of any planned amendment of the Beaumont Municipal Code that would substantially affect the performance of CONTRACTOR's services pursuant to this Agreement. Such notice must be provided at least thirty (30) calendar days prior to the City Council's approval of such an amendment.

ARTICLE 34. Permits and Licenses

34.01 CONTRACTOR must obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect throughout the term of this Agreement. CONTRACTOR must provide proof of such permits, licenses or approvals and must demonstrate compliance with the terms and conditions of such permits, licenses and approvals upon the request of the Agreement Administrator.

ARTICLE 35. Ownership of Written Materials

35.01 CONTRACTOR hereby grants CITY a non-exclusive license as to all reports, documents, brochures, public education materials, and other written, printed, electronic or photographic materials developed by CONTRACTOR at the request of CITY or as required under this Agreement, without limitation or restrictions on the use of such materials by CITY. CONTRACTOR may not use such materials that specifically reference CITY for other purposes without the prior written consent of the Agreement

Administrator. This Article 35 does not apply to ideas or concepts described in such materials and does not apply to the format of such materials.

ARTICLE 36. Waiver

36.01 Waiver by CITY or CONTRACTOR of any breach for violation of any term covenant or condition of this Agreement will not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach or violation of the same or of any other term, covenant or condition. The subsequent acceptance by CITY of any fee, tax, or any other monies which may become due from CONTRACTOR to CITY will not be deemed to be a waiver by CITY of any breach for violation of any term, covenant or condition of this Agreement.

ARTICLE 37. Prohibition Against Gifts

37.01 CONTRACTOR represents that CONTRACTOR is familiar with CITY’s prohibition against the acceptance of any gift by a CITY officer or designated employee. CONTRACTOR may not offer any CITY officer or designated employee any gifts prohibited by the CITY.

ARTICLE 38. Point of Contact

38.01 The day-to-day dealings between CONTRACTOR and CITY will be between CONTRACTOR Representative and the Agreement Administrator.

ARTICLE 39. Notices

39.01 Except as provided in this Agreement, whenever either party desires to give notice to the other, it must be given by written notice addressed to the party for whom it is intended, at the place last specified and to the place for giving of notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective persons and places for giving of notice:

As to the CITY:

Agreement Administrator
City of Beaumont
550 E. Sixth St.
Beaumont, CA 92223
Telephone: (951) 769-8520

As to the CONTRACTOR:

USA Waste of California, Inc.
Attn: District Manager
17700 Indian Street
Moreno Valley, CA 92551
Telephone: (951) 601-6617

With copy to:

Waste Management
Southern California Market Area
9081 Tujunga Avenue
Sun Valley, California 91352
Attn: Legal Counsel
Telephone: (818) 252-3115

39.02 Notices will be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made by written notice. Facsimile or e-mail transmission is acceptable notice, effective when received, however, facsimile transmissions received (i.e. printed) or mail transmissions received after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of items that are transmitted by facsimile equipment or by email must also be mailed as required herein.

39.03 Notice by CITY to CONTRACTOR of a Collection or other Service Recipient problem or complaint may be given to CONTRACTOR orally by telephone at CONTRACTOR's local office with confirmation sent to CONTRACTOR through the Customer Service System by the end of the Work Day.

ARTICLE 40. Transition to Next Contractor

40.01 In the event CONTRACTOR is not awarded a new Agreement to continue to provide Collection Services following the expiration or early termination of this Agreement, CONTRACTOR will cooperate fully with CITY and any subsequent contractors to assure a smooth transition of services described in this Agreement. Such cooperation will include but not be limited to transfer of computer data, files and tapes; providing routing information, route maps, vehicle fleet information, and list of Service Recipients; providing a complete inventory of all Carts, Bins and Roll-Off Containers; providing adequate labor and equipment to complete performance of all Collection Services required under this Agreement; taking reasonable actions necessary to transfer ownership of Carts, Bins and Roll-Off Containers, as appropriate, to CITY; including transporting such containers to a location designated by the Agreement Administrator; coordinating Collection of materials set out in new containers if new containers are provided for a subsequent Agreements and providing other reports and data required by this Agreement.

ARTICLE 41. Contractor's Records

41.01 CONTRACTOR must maintain any and all letters, books of account, invoices, vouchers, canceled checks, and other records or documents described in Article 16 for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

41.02 CONTRACTOR must maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

41.03 Any records or documents required to be maintained pursuant to this Agreement must be made available for inspection or audit, at any time during regular business hours, upon written request by the Agreement Administrator, the City Attorney, City Auditor, City Manager, or a designated

representative of any of these officers. Unless an alternative site is mutually agreed upon, the records will be available at CONTRACTOR's address indicated for receipt of notices in this Agreement.

41.03.1 CONTRACTOR acknowledges that CITY is legally obligated to comply with the California Public Records Act ("CPRA"). CITY acknowledges that CONTRACTOR may consider certain records, reports, or information contained therein, ("Records") which CONTRACTOR is required to provide to CITY under this AGREEMENT, to be of a proprietary or confidential nature. In such instances, CONTRACTOR will inform CITY in writing of which records are considered propriety or confidential and shall identify the statutory exceptions to disclosure provided under the CPRA that legally permit non-disclosure of the Records. At such time as CITY receives a request for records under the CPRA or Federal Freedom of Information Act ("FOIA") or a subpoena or other court order requesting disclosure of the Records, CITY will notify CONTRACTOR of the request, subpoena or order and of CITY's obligation and intent to provide a response within ten (10) calendar days. CONTRACTOR shall within five (5) calendar days either: (i) consent in writing to the disclosure of the Records; (ii) demand that CITY assert the CONTRACTOR identified exceptions to disclosure under the CPRA and agree in writing to indemnify, defend and hold CITY harmless from any litigation, orders or judgments arising from the non-disclosure; or (iii) seek and obtain, at CONTRACTOR's sole cost and expense, the order of a court of competent jurisdiction staying or enjoining the disclosure of the Records. If CONTRACTOR fails to timely respond, then CITY may proceed to disclose the Records in which event CONTRACTOR agrees waives and releases CITY of any liability for the disclosure of the Records.

41.04 Where CITY has reason to believe that such Records or documents may be lost or discarded due to the dissolution, disbandment or termination of CONTRACTOR's business, CITY may, by written request or demand of any of the above named officers, require that custody of the Records be given to CITY and that the Records and documents be maintained in City Hall. Access to such Records and documents will be granted to any party authorized by CONTRACTOR, CONTRACTOR's representatives, or CONTRACTOR's successor-in-interest.

ARTICLE 42. Entire Agreement

42.01 This Agreement and the attached Exhibits constitute the entire Agreement and understanding between the parties, and the Agreement will not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties.

ARTICLE 43. Severability

43.01 If any provision of this Agreement or the application of it to any person or situation is to any extent held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it is held invalid or unenforceable, will not be affected, will continue in full force and effect, and will be enforced to the fullest extent permitted by law.

ARTICLE 44. Right to Require Performance

44.01 The failure of CITY at any time to require performance by CONTRACTOR of any provision of this Agreement will in no way affect the right of CITY thereafter to enforce same. Nor will waiver

by CITY of any breach of any provision of this Agreement be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE 45. All Prior Agreements Superseded

45.01 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

ARTICLE 46. Headings

46.01 Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

ARTICLE 47. Exhibits

47.01 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such Exhibit is a part of this Agreement and each is incorporated by this reference.

ARTICLE 48. Attorney's Fees

48.01 In the event that litigation is brought by a party in connection with this Agreement, the prevailing party will be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies under this Agreement or the enforcement of any of the terms, conditions, or provisions of this Agreement.

ARTICLE 49. Effective Date

49.01 This Agreement will become effective at such time as it is properly executed by CITY and CONTRACTOR and CONTRACTOR will begin Services under this Agreement as of July 1, 2019.

ARTICLE 50. Guarantee of CONTRACTOR's Performance

50.01 Waste Management, Inc., a Delaware corporation, shall guaranty CONTRACTOR's performance of this Agreement, including any insurance obligation required under the Agreement that CONTRACTOR fulfills by means of self-insured retention. The guaranty, in substantially the form attached as **Exhibit 8**, will be provided within ten (10) business days of the effective date of this Agreement.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement on the respective date(s) below each signature.

CITY OF BEAUMONT
A General Law City

CONTRACTOR

By: _____
Julio Martinez
City Mayor

By: _____
[NAME]
Chairman of the Board,
President, Vice President

ATTEST: _____
[NAME]
City Clerk

By: _____
[NAME]

APPROVED AS TO FORM

By: _____
[NAME]
Secretary, Assistant Secretary,
Financial Officer, Asst. Treasurer

By: _____
Special Counsel Eric S. Vail,
Burke Williams & Sorensen, LLP

EXHIBIT 1				
Maximum Service Rates				
A. Single-family Residential Rates (SFD)				
	July 1, 2019 - June 30, 2021	July 1, 2021 - June 30, 2022*	July 1, 2022 - June 30, 2023*	July 1, 2023 - June 30, 2024*
SFD Residential (includes Garbage, Recyclables, and Organics Collection)	\$24.99	\$24.99	\$24.99	\$24.99
Senior SFD Residential - 35 Garbage Cart (includes Garbage, Recyclables, and Organics Collection)	\$22.49	\$22.49	\$22.49	\$22.49
Extra Garbage Cart	\$7.90	\$7.90	\$7.90	\$7.90
Extra Recyclables Materials Cart (2+ Carts)	\$1.98	\$1.98	\$1.98	\$1.98
Extra Organics Cart (2+ Carts)	\$3.41	\$3.41	\$3.41	\$3.41
SFD Residential New Account Fee	\$11.19			
SFD Extra Large Item Collection	\$20.46 Per Item, In Excess of two (2) large Item Collections per Calendar Year.			
Additional Sharps 1.4 QT - after 1 free kit	\$45.00 Each Sharps Kit after one (1) at no cost per Calendar Year.			
Additional Electronic Waste Per Item	\$37.07 Per Item, in Excess of two (2) large.			
*July 1, 2021 through June 30, 2024, SFD customer rates may see a small increase to reflect changes in the County of Riverside's landfill disposal per ton rate.				

EXHIBIT 1						
Maximum Service Rates						
B. Commercial, MFD Rates, and Roll-off Rates						
July 1, 2019 - June 30, 2020						
Commercial Compliance Collection Bundled Service*						
Cart or Bin Size/Collection Frequency	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
1.5-CY Garbage Bin with 96-Gal Recycle Cart serviced 1 time per week	\$124.85	\$209.29	\$293.73	\$378.16	\$462.60	\$547.04
1.5-CY Garbage Bin with 96-Gal Recycle and 64-Gal Organics Cart serviced 1 time per week**	\$176.65	\$261.08	\$345.52	\$429.96	\$514.40	\$598.83
2-CY Garbage Bin with 96-Gal Recycle Cart serviced 1 time per week	\$153.00	\$265.58	\$378.17	\$490.75	\$603.33	\$715.91
2-CY Garbage Bin with 96-Gal Recycle and 64-Gal Organics Cart serviced 1 time per week**	\$204.79	\$317.37	\$429.96	\$542.54	\$655.13	\$767.71
3-CY Garbage Bin with 96-Gal Recycle Cart serviced 1 time per week	\$193.84	\$346.55	\$500.70	\$654.13	\$807.55	\$960.99
3-CY Garbage Bin with 96-Gal Recycle and 64-Gal Organics Cart serviced 1 time per week**	\$245.64	\$398.34	\$552.49	\$705.93	\$859.35	\$1,012.78
4-CY Garbage Bin with 96-Gal Recycle Cart serviced 1 time per week	\$263.86	\$487.31	\$710.77	\$934.22	\$1,157.68	\$1,381.13

EXHIBIT 1						
Maximum Service Rates						
4-CY Garbage Bin with 96-Gal Recycle and 64-Gal Organics Cart serviced 1 time per week**	\$315.65	\$539.11	\$762.57	\$986.02	\$1,209.47	\$1,432.92
6-CY Garbage Bin with 96-Gal Recycle Cart serviced 1 time per week	\$343.83	\$647.26	\$950.69	\$1,254.12	\$1,557.54	\$1,860.96
6-CY Garbage Bin with 96-Gal Recycle and 64-Gal Organics Cart serviced 1 time per week**	\$395.63	\$699.06	\$1,002.48	\$1,305.91	\$1,609.33	\$1,912.75
<p>*Customers who generate 1.5 CY of Garbage or lower, may seek an exemption through the CONTRACTOR's sustainability representative and require CITY's approval.</p> <p>**Applied with implementation of Organics Collection program.</p>						
Commercial Garbage Bin Collection Service						
(Only available if also subscribed to Recycling or Organics above the Compliance Service minimum)						
Bin Size/Collection Frequency	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
1.5-CY Bin	\$84.44	\$168.88	\$253.32	\$337.75	\$422.19	\$506.63
2-CY Bin	\$112.59	\$225.17	\$337.76	\$450.34	\$562.92	\$675.50
3-CY Bin	\$153.43	\$306.14	\$460.29	\$613.72	\$767.14	\$920.58
4-CY Bin	\$223.45	\$446.90	\$670.36	\$893.81	\$1,117.27	\$1,340.72
6-CY Bin	\$303.42	\$606.85	\$910.28	\$1,213.71	\$1,517.13	\$1,820.55

EXHIBIT 1						
Maximum Service Rates						
Commercial Garbage Compactor Collection Service						
(Must also be subscribed to Recycling or Organics above the Compliance Service minimum)						
Bin Size/Collection Frequency	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
2-CY Bin	\$152.31	\$304.60	\$456.91	\$609.22	\$761.53	\$913.82
3-CY Bin	\$213.01	\$426.02	\$639.03	\$852.04	\$1,065.05	\$1,278.06
4-CY Bin	\$302.90	\$605.79	\$908.69	\$1,211.57	\$1,514.47	\$1,817.36
6-CY Bin	\$422.59	\$845.18	\$1,267.76	\$1,690.35	\$2,112.94	\$2,535.18
Commercial Recycling Collection Service						
(Available if additional capacity is needed above the Recycling or Organics Compliance Service minimum)						
Cart or Bin Size/Collection Frequency	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
96 Gallon Recycling Cart	\$40.41	\$80.82	\$121.23	\$161.64	\$202.05	N/A
2-CY Bin	\$92.72	\$185.44	\$278.16	\$370.88	\$463.60	\$556.32
3-CY Bin	\$123.64	\$247.29	\$370.93	\$494.58	\$618.22	\$741.87
4-CY Bin	\$183.73	\$367.46	\$551.20	\$734.93	\$918.66	\$1,102.39
6-CY Bin	\$243.84	\$487.69	\$731.53	\$975.37	\$1,219.22	\$1,463.06
Commercial Organics Collection Service						
(Available if additional capacity is needed above the Recycling or Organics Compliance Service minimum)						
Cart or Bin Size/Collection Frequency	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
64-Gal Cart	\$51.79	\$103.59	\$155.38	\$207.18	\$258.97	N/A
2-CY Bin	\$277.99	\$555.99	\$833.98	\$1,111.98	\$1,389.97	N/A

EXHIBIT 1		
Maximum Service Rates		
C. Roll-off Service		
Temporary Container (includes 4 tons Garbage)	\$538.85	Per Occurrence.
Permanent Container - per haul	\$322.65	Plus Riverside County disposal or processing costs.
Organic Container - per haul plus per ton processing	\$660.18	Per pull plus per ton processing fee.
Temporary non-Garbage haul (C&D, Inert material, cardboard load, wood, tires, etc.)	\$322.65	Plus facility processing fee.
Delivery/Trip/Relocation	\$114.75	Per Occurrence.

EXHIBIT 1		
Maximum Service Rates		
D. Other Service		
Temporary 3 CY Bin (up to 7 days)	\$165.38	Per Occurrence, includes Riverside County disposal.
Temporary 3CY Bin (30 days)	\$328.02	Up to four (4) collections includes Riverside County disposal costs.
Commercial 96-gallon cart	\$40.41	One time a week service.
Commercial Large Item	\$21.30	Per Occurrence, includes Riverside County disposal.
Commercial Extra Empty - Additional Bin	\$33.27	Per Bin, Per Occurrence.
Commercial Extra Empty - First Bin	\$66.51	Per Occurrence.
Recycle Contamination Fee	\$66.51	Per Occurrence.
Recycle Contamination Surcharge	\$150.00	Per Occurrence; applies to habitual violators.
Bin Pull Out 0 -15 Feet	No Cost	No Cost.
Bin Pull Out 16 - 35 Feet	\$17.42	Per Bin, Per Month.
Bin Pull Out 35 - 50 Feet	\$26.15	Per Bin, Per Month.
Bin Pull Out Over 51 Feet	\$34.86	Per Bin, Per Month.
Locking Container	\$43.57	Per Container Per Month.
Restart Fee	\$53.10	Per Occurrence.
Special Bin/Container Lid	\$16.95	Per Bin Per Month.
Overage Fee	\$65.73	Per Occurrence.
Commercial New Account Set Up Fee	\$21.63	Per Occurrence.
Roll-off New Account Set Up Fee	\$21.63	Per Occurrence.
Cart Exchange in excess of 1 per year	\$27.29	Per Cart Per Occurrence.
Redelivery Fee Bad Debt - Commercial	\$129.63	Per Occurrence.
Bin Exchange Fee - per Bin	\$60.02	Per Bin Per Occurrence.
Blocked Container, Blocked or Locked Gate Fee (Haul and Call) that requires CONTRACTOR to return	\$33.34	Per Bin Per Occurrence.
Replacement Key	\$8.34	Per Occurrence.
Parcel Tax Lien Interest	18.0%	Of Unpaid Balance Per Occurrence.
Late Fee	2.5%	\$5.00 minimum on balances over \$15.00.

EXHIBIT 2
City Sponsored Events

- 1. Veterans Expo
- 2. Reading & the Arts Festival
- 3. Miss Beaumont Pageant
- 4. Cherry Festival
- 5. Cherry Festival Parade
- 6. Concerts in the Park
- 7. Plunge Opening
- 8. Freedom Festival and Fireworks
- 9. Community Clean Up
- 10. Monster Mash
- 11. Trunk or Treat
- 12. Salute to Veterans
- 13. Christmas Light Parade

EXHIBIT 3
List of City Properties

1. Beaumont Civic Center Campus Bldg A – 6th Street
2. Beaumont Civic Center Campus Bldg D – 6th Street
3. Chatigny Recreation Center – Oak Valley Parkway
4. Vehicle Maintenance Yard – California Avenue
5. Sports Park – Beaumont Avenue
6. DeForge Park – Seneca Springs Parkway
7. Seneca Springs Park – Seneca Springs Parkway
8. Rangel Park – West 4th Street
9. Three Rings Ranch Park – Brookside Lane
10. Palmer Park – Palmer Avenue
11. Trevino Park – Tukwet Canyon Parkway
12. Fallen Heroes Park – Oak View Drive
13. Mt. View Park – Sunburst Avenue
14. Wildflower Park – Tulip Circle
15. Nicklaus Park – Oak Valley Parkway
16. Grounds Maintenance Yard – West 4th St
17. Stewart Park – Maple Avenue
18. Station 66 – Maple Avenue
19. Plunge (Pool) – Maple
20. Waste Water Treatment Plant – West 4th Street
21. Police Department Substation - 8th Street

EXHIBIT 4
Cart and Bin Specifications

1. Cart Specifications.

- 1.1. Carts must be designed and manufactured with heavy plastic in accordance with standard industry specifications approved by CITY.
- 1.2. Carts must be constructed with material that resists deterioration from ultraviolet radiation, and be incapable of penetration by household pets or small wildlife when lids are fully closed.
- 1.3. Carts must include wheels and handles that accommodate ease of movement by able-bodied persons.
- 1.4. Carts must include lids that continuously overlap the Cart body so as to prevent the intrusion of rainwater and minimize odors. The lids would be of a design and weight so as to prevent the Cart body from tilting backward when flipping the lid open.
- 1.5. Carts must be capable of being lifted into the collection vehicle without damage or distortion under normal usage.
- 1.6. Carts must be labeled using hot stamp or labels, and at a minimum will include CONTRACTOR's name and graphics indicating what materials may and may not be placed in each Cart type.

2. Bin Specifications.

- 2.1. Bins must be constructed of heavy metal or heavy plastic, and must be watertight and well painted.
- 2.2. Wheels, forklift slots, and other appurtenances, which are designed for movement, loading, or unloading of the container, must be maintained in good repair.
- 2.3. Bins must have the name and phone number of CONTRACTOR on the exterior so as to be visible when the Bin is placed for use.
- 2.4. Each Bin must be labeled with a listing of materials that may and may not be placed in a particular Bin type, and each Bin must include a conspicuous warning: "Not to be used for the disposal of hazardous, electronic, or universal waste."
- 2.5. Bin lids must be constructed of metal or heavy plastic, so as to minimize the intrusion of rainwater and minimize odors. Locking bins will be provided upon request at the rate set forth in **Exhibit 1**.
- 2.6. Bins must be capable of being lifted into the collection vehicle without damage under normal usage.

EXHIBIT 5
List of Approved Subcontractors

1. Street Sweeping subcontractor (to be determined, with CITY approval).
2. SoCal Landscape.

EXHIBIT 6 Sustainability Plan

ONGOING PROGRAMS

The following public education and outreach activities will be performed on an ongoing basis throughout the term of the contract.

Annual Sustainability Plan

Contractor will submit for review a comprehensive Sustainability plan. The plan will include proposed education focused on service information and recycling guidelines for both residential and commercial customers. Schedule of when education material will be disseminated throughout the year, social media post calendar, and community event participation.

- (1) Communication Collateral. Various forms of literature will be distributed to the community annually. The collateral will remind residents what is accepted for recycling, advise them of holiday schedules, bulky waste pickup, waste and recycling events, community events, and special waste handling topics.
- (2) Annual Assessment of Education & Outreach Efforts. Contractor staff will work cooperatively with the City to monitor the effectiveness of existing public education and outreach programs and to identify and develop new public education and outreach programs as might be necessary to meet diversion targets.
- (3) Community Events. Contractor will provide waste and recycling services, at no charge, in a continuing effort to support City programs and events and to promote recycling awareness to the public.
- (4) Chamber, Civic Group Presentations. Contractor will reach out to the local Chamber of Commerce and service organizations to work with these organizations to complete presentations to the business community about available services and programs, education around state mandates (AB 341, AB1826) as well as the benefits of recycling services.
- (5) Marketing Resources. Contractor will distribute video and images (social media education posts) geared towards residential and commercial customers annually to inform regarding special programs, recycling initiatives such as AB341 and AB1826 for city staff to incorporate in its traditional and social media platforms.
- (6) Social Media. WM will use its presence on social media (Facebook, Twitter and Instagram) to provide real-time information about our local operations, enhance community conversations, promote recycling and engage more directly with customers and community organizations to address their questions.

Additional Contractor Education Tools

- (1) Local Beaumont Website. Contractor will update with new service offerings local Beaumont website to inform the public about routing, services levels, program offerings (community cleanups, bulky waste collection, sharps program, etc.) proper cart usage, recyclable materials accepted, community events and information on environmental protection that will be updated on an on-going basis.
- (2) Residential & Commercial Invoice Inserts. Bill inserts provide a simple and effective method to educate residents and commercial customers about service changes, recycling and

**EXHIBIT 6
Sustainability Plan**

sustainability programs, or other important information.

- (3) Recycle Often Recycle Right. CONTRACTOR will use this site to educate residents and commercial businesses on important recycling topics, and to offer tools that can be used to make recycling sustainable for future generations. CONTRACTOR will use www.RORR.com to educate the community more about the changing world of recycling, industry news and trends.

Outreach Material for City Facilities

Communication Collateral. CONTRACTOR will make available copies of collateral material created for city staff distribution at CITY facilities for both residential and commercial customers.

EXHIBIT 7 Diversion Plan

This Diversion Plan describes CONTRACTOR's strategic approach to increase the CITY's overall diversion rate.

RESIDENTIAL SECTOR

Introductory Service Guidelines (annual collection service notice)

CONTRACTOR will update residential guideline kit that will be delivered to each home as part of the new contract. The service guideline will explain new programs, routing and proper cart usage (overage and contamination process and fees). The guideline will also communicate other services such as bulky item pick-ups, citywide cleanups, proper recycling services, and temporary bin services. Residential guideline will also be distributed to any new customers when a change in occupancy is noted.

Programs for Waste and Recycling Diversion. The following programs will be performed on an ongoing basis throughout the term of the agreement:

- a. Curbside Bulky Item Pick-up. Residents receive two bulky item curbside pick-up services per year.
- b. Curbside Used Motor Oil Pick-up. Residents can receive up to two gallons per month of used motor oil pick-up curbside.
- c. Additional Residential Recycling Cart. Residents can receive one additional green waste or recycling cart at no cost in effort to continue to increase participation and diversion.
- d. Christmas Tree Recycling. Residents can dispose of their natural (no flocking, tinsel, decorations etc.) after two weeks commencing December 26 in effort to divert green waste.
- e. Additional Cardboard Curbside. Residents can leave flattened bundled secured cardboard curbside for pick-up after two weeks commencing December 26 in effort to increase recycling efforts of this material.
- f. Sharps Program. Residents will have opportunity to safely dispose of "sharps waste" generated at residential premises, through mail-based program. The first mail back container is free and additional containers will be available for a fee established from time to time by the CONTRACTOR.

Residential Program to increase recycling and minimize contamination

Residential Notices. Residential carts will be tagged if the cart is identified as contaminated, overfilled or unacceptable waste. The program highlights multiple educational opportunities (5 occurrences) before contamination penalties are incurred.

Cart Tags will contain the following information:

- a. A listing of reasons why refuse or recyclables were left or will be left in the future.
- b. A listing of materials that are acceptable.
- c. A listing of materials that are not acceptable.
- d. A customer service number for contractor.
- e. Explanation of contamination fees.

EXHIBIT 7 Diversion Plan

- f. Household Hazardous Waste collection phone number.

Additional Community Wide Program to support Diversion Efforts

Community Clean-up Event. Residents can participate in two city-wide clean-up events held at Steward Park in effort to divert waste and reduce illegal dumping.

Community Shredding Day. Residents can dispose of their paper documents once a year in effort to increase recycling and divert materials. This event is hosted during Earth Day month. Event will be in conjunction with community cleanup event.

Residential Recycling Rewards Program. Annually in celebration of America Recycles Day- Contractor with work with city staff to recognize a residential customer at a council meeting for being a model citizen by Recycling Often. Recycling Right. CONTRACTOR will provide a gift basket along with a Recycling All Star Certificate.

COMMERCIAL SECTOR

Annual communication notice

An annual communication notice will be sent to all commercial accounts providing information regarding waste and recycling services, recycling compliance support (site audits), and communication regarding coverage and contamination reduction efforts to support increase recycling practices. Communication notice will also be distributed to any new commercial customer.

Contractor proposes to increase diversion from Commercial sources by:

- (1) Customized Commercial Recycling Programs and Consultative Services. CONTRACTOR's Sustainability Representative (SR) serves as a business and environmental consultant to commercial customers to develop customized plans to improve recycling and waste education. In addition to completing free waste audits upon request, our SR provides a customized commercial recycling options to participating commercial customers to ensure compliance with state recycling mandates.
- (2) Additional efforts by Sustainability Representative. In each customer's customized commercial recycling options, CONTRACTOR's SR will make practical recommendations with consideration to space constraints, refuse collection practices and other factors. They will also evaluate the appropriate type, size and placement of recycling containers based on individual needs.
- (3) AB 341 Recycling Programs. CONTRACTOR will identify and report to the CITY annually on the AB 341 compliance status of each business. CONTRACTOR's SR along with City Staff will work with each non-compliant business to establish programs. *(AB 341 defines "business" as any commercial entity, public entity such as a school or hospital, and multi-family dwelling of five (5) units or more.)*
- (4) Organic Materials / AB 1826 Compliance. CONTRACTOR will identify and report to the CITY on the businesses impacted by AB 1826. CONTRACTOR's SR along with Staff will work with affected businesses to establish services that comply with the law.

EXHIBIT 7 Diversion Plan

- (5) Commercial Outreach and Engagement Messages on Invoices. CONTRACTOR will send recycling education messages in the invoices in effort to establish awareness and participation in recycling right and diverting from the landfill.
- (6) Key Accounts. As a part of Mandatory Commercial Recycling (AB 341) and Mandatory Commercial Organics Recycling (AB 1826) programs, City Staff in collaboration with Sustainability Representative will identify key accounts such as property managers, multi-family site managers, and major commercial and industrial properties and develop outreach efforts designed to engage greater participation in these State-mandated programs. These accounts will be representative of the top 10% waste generators in the CITY.

Commercial Program to increase recycling practices and minimize contamination

- (1) Contamination Program. CONTRACTOR will provide educational information to commercial businesses that are contaminating their recycling streams. Program is aimed to reduce contamination in commercial services by identifying contaminated bin and placing a notice with contaminants and serving the container as trash with a charge implemented. Sustainable Representative will perform education outreach by following up with customer, site visit (if requested) and providing educational material to on site staff to improve recycling practices and minimize contamination.
- (2) Overage Program. CONTRACTOR will identify commercial businesses that dispose of excess material on service day. Customer will receive notification of right sizing program in effort to reduce waste and identify potential recycling diversion. If practice continues, customer will receive overage fee.
- (3) Commercial Recycling Rewards Program. Annually in celebration of America Recycles Day-CONTRACTOR with work with city staff to recognize a commercial customer at a council meeting for being a model business owner by Recycling Often. Recycling Right. CONTRACTOR will provide a gift basket along with a Recycling All Star Certificate.

INDUSTRIAL SECTOR

CONTRACTOR will to increase diversion from the Industrial sector by:

- (4) AB 341 Recycling Programs. (Previously described.)
- (5) Organic Materials / Mandatory Commercial Organics Recycling Law. (Previously described.)
- (6) Construction & Demolition Waste. All New Construction Accounts have access to our Builders Direct Program. This program is tailored to meet the needs of all contractors offering DART Reporting, Representative and direct operations contact.
- a. Source-Separated Collection. CONTRACTOR will provide multiple containers on large job sites to enable developer/contractors to source-separate materials. Job sites with limited space might also source-separate material using containers phased to match the construction progress, i.e., rock, inerts, concrete & wood for demolition and flatwork phases, wood for framing phases, plastics & metals for plumbing, electrical & ducting phases, drywall for wall phases, carpet remnants, cardboard for HVAC, appliance and finish phases.

**EXHIBIT 7
Diversion Plan**

Mixed C&D Processing. CONTRACTOR will provide containers for mixed construction & demolition roll-off processing.

Below are CONTRACTOR's diversion Targets by Date

Year	2021	2022	2023	2024	2025	2026	2027
Target %	40%	40%	40%	45%	45%	50%	50%

EXHIBIT 8 Corporate Guaranty

THIS GUARANTY ("Guaranty") is given as of the ____ day of _____ 2019, and is made with reference to the following facts and circumstances:

- A. USA Waste of California, Inc. ("CONTRACTOR") is a corporation organized under the laws of the State of Delaware, and is an indirect wholly-owned subsidiary of Waste Management, Inc. ("Guarantor"), a corporation organized under the laws of the State of Delaware.
- B. CONTRACTOR and the City of Beaumont ("CITY") have negotiated a Collection Services Agreement for the Provision of Residential and Commercial Garbage, Recyclable Materials and Organic Waste Collection Services dated as of May 7, 2019 ("Agreement"). A copy of that Agreement is attached.
- C. It is a requirement of the Agreement, and a condition to CITY entering into the Agreement, that Guarantor guarantee CONTRACTOR's performance of the Agreement.
- D. Guarantor is providing this Guaranty to induce CITY to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

- 1. **Guaranty of the Agreement.** Guarantor irrevocably and unconditionally guarantees to CITY the complete and timely performance by CONTRACTOR of each and every term of the Agreement that CONTRACTOR is required to perform. If CONTRACTOR fails to perform any term of the Agreement, Guarantor will promptly and fully perform it in the place of CONTRACTOR, or cause it to be performed. Guarantor also guarantees payment to CITY of any damages, costs, or expenses that might become recoverable by CITY from CONTRACTOR due to its breach of the Agreement.
- 2. **Guarantor's Obligations are Absolute.** The obligations of the Guarantor under this Guaranty are continuing, unconditional, and unlimited, and, with respect to any payment obligation of CONTRACTOR under the Agreement, constitute a guarantee of payment and not of collection, and are not conditional upon the validity or enforceability of the Agreement. In any action brought against the Guarantor to enforce, or for damages for breach of, its obligations under this Guaranty, the Guarantor will be entitled to all defenses, if any, that would be available to CONTRACTOR in an action to enforce, or for damages for breach of, the Agreement (other than discharge of, or stay of proceedings to enforce, obligations under the Agreement under bankruptcy law).
- 3. **Waivers.** Guarantor has no right to terminate this Guaranty, or to be released, relieved, exonerated or discharged from its obligations under this Guaranty for any reason including, without limitation: (a) the insolvency, bankruptcy, reorganization or cessation of existence of CONTRACTOR; (b) the actual or purported rejection by a trustee in bankruptcy of the Agreement, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (c) any waiver with respect to any of the obligations of the Agreement guaranteed hereunder, or the impairment or suspension of any of CITY's rights or remedies against CONTRACTOR; or (d) any merger or consolidation of CONTRACTOR with any other entity, or any sale, lease, or transfer of any or all the assets of CONTRACTOR. Without

limiting the generality of the foregoing, Guarantor waives the rights and benefits under California Civil Code Section 2819.

The Guarantor waives all benefits and defenses under California Civil Code Sections 2846, 2849, and 2850, including without limitation, the right to require CITY to (a) proceed against CONTRACTOR; (b) proceed against or exhaust any security or collateral CITY may now or later hold; or (c) pursue any other right or remedy for Guarantor's benefit. Guarantor agrees that CITY may proceed against Guarantor for the obligations guaranteed herein without taking any action against CONTRACTOR, or any other guarantor or pledgor, and without proceeding against or exhausting any security or collateral CITY may now or later hold. CITY may, in its sole discretion, exercise all rights and remedies available to it against CONTRACTOR, or any other guarantor or pledgor, without impairing CITY's rights and remedies in enforcing this Guaranty.

Without limiting the generality of the foregoing, it is agreed that the occurrence of any assignment of the Agreement that does not require CITY's approval will not affect the liability of the Guarantor.

Guarantor expressly waives diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed under this Guaranty are paid or performed, Guarantor's obligations will continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from CITY as a preference, fraudulent transfer, or otherwise, irrespective of (a) any notice of revocation given by Guarantor or CONTRACTOR prior to such avoidance or recovery; and (b) payment in full of any obligations then outstanding.

4. **Term.** This Guaranty is not limited to any period of time, but will continue in full force and effect until all of the terms of the Agreement have been fully performed or otherwise discharged. Guarantor will remain fully responsible under this Guaranty without regard to the acceptance by CITY of any performance bond or other collateral to assure the performance of CONTRACTOR's obligations under the Agreement. Guarantor will not be released from its obligations under this Guaranty so long as there is any claim by CITY against CONTRACTOR arising out of the Agreement based on CONTRACTOR's failure to perform, which failure has not been settled or discharged.
5. **No Waivers.** No delay by CITY in exercising any rights under this Guaranty, nor CITY's failure to exercise those rights, will operate as a waiver of those rights. No notice to or demand on Guarantor will be a waiver of any obligation of Guarantor, or right of CITY, to take other or further action without notice or demand. No modification or waiver of any of the provisions of this Guaranty will be effective unless it is in writing and signed by CITY and by Guarantor, nor will any waiver be effective except in the specific instance or matter for which it is given.
6. **Attorney's Fees.** If Guarantor breaches its obligations under this Guaranty, Guarantor will pay reasonable attorney's fees, and all other reasonable costs and expenses, that are incurred by CITY in enforcing this Guaranty, or that are incurred in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties under this Guaranty.
7. **Governing Law; Jurisdiction.** This Guaranty is and will be deemed to be a contract entered into under the laws of the State of California and will be governed and construed in accordance with the laws of California without regard to its conflicts of laws rules for all purposes including,

but not limited to, matters of construction, validity, and performance. Guarantor agrees that any action brought by CITY to enforce this Guaranty may be brought in any court of the State of California, and Guarantor consents to personal jurisdiction over it by those courts solely for the purpose of any action brought by the CITY to enforce this Guaranty. Guarantor appoints the following person as its agent for service of:

The Corporation Trust Contractor
1209 Orange Street
Wilmington, DA 19801

With a copy by certified mail to:

Waste Management, Inc.
1001 Fannin Street
Houston, TX 77002
Attn: General Counsel
GCLegal@wm.com

- 8. **Severability.** If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity will not affect the remaining portions of this Guaranty, which portions are severable and will continue in full force and effect.
- 9. **Binding on Successors.** This Guaranty inures to the benefit of CITY and its successors and is binding upon Guarantor and its successors, including any transferee of substantially all of Guarantor's assets, and its shareholders in the event of Guarantor's dissolution or insolvency.
- 10. **Authority.** Guarantor represents and warrants that it has the corporate power and authority to give this Guaranty, that the execution of this Guaranty has been authorized by all necessary action under its articles of incorporation and by-laws, and that the person signing this Guaranty on its behalf has the authority to do so.
- 11. **Notices.** Notices must be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

To City: Agreement Administrator
City of Beaumont
550 E. Sixth Street
Beaumont, CA 92223

with a copy to the City Attorney at the same address.

To Guarantor: Waste Management, Inc.
1001 Fannin Street
Houston, TX 77002
Attn: General Counsel
GCLegal@wm.com

IN WITNESS WHEREOF, THE FOREGOING IS EXECUTED AS OF THE DATE FIRST WRITTEN ABOVE.

WASTE MANAGEMENT, INC.
a Delaware corporation

By: _____
Authorized Representative

Title: _____

Date: _____

By: _____
Authorized Representative

Title: _____

Date: _____

Staff Report

TO: Mayor and City Council Members

FROM: Elizabeth Gibbs, Community Services Director

DATE: May 7, 2019

SUBJECT: Award of Citywide Uniform Contract- Prudential Overall Supply in an Amount not to Exceed \$40,000 Per Year

Background and Analysis:

The City of Beaumont currently uses two different uniform companies, Unifirst Corporation and Cintas Corporation, to supply and launder uniforms for approximately 55 employees within the Parks and Recreation, Transit, Public Works and Wastewater Treatment departments. Staff has worked to seek out better rates, and to consolidate service for economies of scale.

In the fall of 2018, the City of Beaumont issued a Request for Proposal for citywide uniform rental and laundering service. There was some interest from different uniform companies, however, no proposals were received. Staff contacted several uniform companies for information as to why they did not submit proposals. The one common concern all suppliers stated was that the uniform industry is profitable only when long term service agreements are executed.

Staff researched and found that there are two national contract companies that issue and negotiate contract terms on behalf of public agencies such as Beaumont, namely Sourcewell (formerly National Joint Powers Alliance) and National Income and Products Accounts (NIPA). Sourcewell awarded the national contract to Unifirst Corporation (Unifirst) and NIPA awarded to Prudential Overall Supply (Prudential).

Staff met with both Unifirst and Prudential to discuss the terms of the respective national contracts and determined that Prudential’s terms best met the City’s needs. Additionally, Prudential’s pricing was lower overall, as shown in the table below (based on eleven uniforms per employee):

	<u>Weekly Rental and Laundering Rates</u>		
	Unifirst	Cintas	Prudential
Transit Dept	10.56	-	4.433
Public Works	10.56	-	11.803
Vehicle Maintenance	17.15	-	5.518
Wastewater	10.56	-	5.265
Park and Recreation	-	15.07	4.43

Jackets	2.34	-	0.83
Safety vest	-	-	0.208

The initial three-year term to provide the uniform and laundering services by Prudential are estimated to not exceed \$40,000.00 per year. This cost does not include jackets or safety vests. Regarding Public Works' uniforms being higher with Prudential than our current vendor, this is due directly to the material in the uniforms being flame-resistant, as is our requirement.

Finally, the City Attorney has reviewed and approved the national contract with Prudential, as attached (Attachments A-E).

Fiscal Impact:

Each department currently uses uniform rental and laundering service and has an allocated budget for uniform rental and laundering services. Each department, except Public Works, will see a cost savings with Prudential. Public Works will show an increase of \$1.24 per employee, per week.

Finance Director Review: 

Recommendation:

1. Approve a service agreement with Prudential Overall Supply with 3-year contract term, and
2. Authorize the City Manager to execute the agreement on behalf of the City.

City Manager Review: 

Attachments:

- A. 2017 Price List and National IPA Participation Service Agreement
- B. Price Structure
- C. Service Guarantee
- D. Rental Cost Worksheet
- E. City of Tucson National IPA Contract



2017 PRICE LIST CITY OF TUCSON/NATIONAL IPA PRICING

Pricing is based on the City of Tucson contract ("Master Agreement"). National IPA Participating Public Agencies can piggyback this "Master Agreement". Participating Public Agencies can take advantage of the discount rate below. Additional items can be added that are not listed.

Percentage Discount off most recent POS published retail price guide	Rental with Weekly Delivery		Purchase	
	Regular Size	Extended Size	Regular Size	Extended Size
Industrial Wear				
Belts	35%	25%	30%	20%
Coveralls	35%	25%	30%	20%
Jackets	35%	25%	30%	20%
Pants	35%	25%	30%	20%
Shirts	35%	25%	30%	20%
Shorts	35%	25%	30%	20%
Safety and Protective Wear (including Flame Resistant clothing)				
Belts	35%	25%	30%	20%
Coveralls	35%	25%	30%	20%
Jackets	35%	25%	30%	20%
Pants	35%	25%	30%	20%
Shirts	35%	25%	30%	20%
Arc Suit	35%	25%	30%	20%
Vests	35%	25%	30%	20%
Caps and Headwear	35%	25%	30%	20%
Corporate Casual Wear				
Accessories	35%	25%	25%	20%
Belts	35%	25%	25%	20%
Dresses	35%	25%	25%	20%
Jackets	35%	25%	25%	20%

This documents is confidential and intended solely for the use of Prudential Overall Supply and National IPA participants. Any other use is prohibited.

2017 PRICE LIST, CITY OF TUCSON/NATIONAL IPA PRICING

Percentage Discount off most recent POS published retail price guide	Rental with Weekly Delivery		Purchase	
	Regular Size	Extended Size	Regular Size	Extended Size
Corporate Casual Wear Continued				
Polo's and T-Shirts	35%	25%	25%	20%
Sweatshirts	35%	25%	25%	20%
Shirts	35%	25%	25%	20%
Skirts	35%	25%	25%	20%
Slacks	35%	25%	25%	20%
Pants	35%	25%	25%	20%
Sweaters	35%	25%	25%	20%
Vests	35%	25%	25%	20%
Executive Wear				
Accessories	35%	25%	25%	20%
Belts	35%	25%	25%	20%
Blazers	35%	25%	25%	20%
Blouses/Tops	35%	25%	25%	20%
Dresses	35%	25%	25%	20%
Jackets	35%	25%	25%	20%
Neckwear	35%	25%	25%	20%
Pants	35%	25%	25%	20%
Shirts	35%	25%	25%	20%
Skirts	35%	25%	25%	20%
Slacks	35%	25%	25%	20%
Sweaters	35%	25%	25%	20%
Vests	35%	25%	25%	20%

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2017 PRICE LIST, CITY OF TUCSON/NATIONAL IPA PRICING

Percentage Discount off most recent POS published retail price guide	Rental with Weekly Delivery		Purchase	
	Regular Size	Extended Size	Regular Size	Extended Size
Healthcare				
Lab Coats	35%	25%	25%	20%
Scrubs, top	35%	25%	25%	20%
Scrubs, pant	35%	25%	25%	20%
Chef and Kitchen Wear				
Aprons	35%	25%	25%	20%
Caps and Headwear	35%	25%	25%	20%
Chef Coats	35%	25%	25%	20%
Chef Pants	35%	25%	25%	20%
Neckwear	35%	25%	25%	20%
Shirts	35%	25%	25%	20%
Food Service				
Aprons	35%	25%	25%	20%
Belts	35%	25%	25%	20%
Blouses/Tops	35%	25%	25%	20%
Caps and Headwear	35%	25%	25%	20%
Shirts	35%	25%	25%	20%
Pants	35%	25%	25%	20%
Shorts	35%	25%	25%	20%
Skirts	35%	25%	25%	20%
Housekeeping				
Aprons	35%	25%	25%	20%
Dresses	35%	25%	25%	20%
Pants	35%	25%	25%	20%
Shirts & Tunics	35%	25%	25%	20%

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2017 PRICE LIST, CITY OF TUCSON/NATIONAL IPA PRICING

Percentage Discount off most recent POS published retail price guide	Rental with Weekly Delivery		Purchase	
	Regular Size	Extended Size	Regular Size	Extended Size
Outerwear				
Caps and Headwear	35%	25%	25%	20%
Coats	35%	25%	25%	20%
Gloves	35%	25%	25%	20%
Jackets	35%	25%	25%	20%
Sweat Shirts	35%	25%	25%	20%
Swimwear	35%	25%	25%	20%
Other:				
Laundry Racks	no-charge	no-charge	15%	n/a
Mat Services				
Anti - Fatigue Mats	0-50=20%	51-200=35%	0-50=10%	51-200=20%
Scraper Mats	0-50=20%	51-200=35%	0-50=10%	51-200=20%
Safety Mats	0-50=20%	51-200=35%	0-50=10%	51-200=20%
Flow - Thru Shower Mats	0-50=20%	51-200=35%	0-50=10%	51-200=20%
Bar Mats	0-50=20%	51-200=35%	0-50=10%	51-200=20%
Towels and Linen				
Table Linens & Napkins	20%		15%	
Bed Linens	NA		NA	
Towels and Wiping Cloths	30%		20%	
Industrial Towels	30%		20%	
Towel Can	no-charge		20%	
Microfiber Towels	30%		20%	
Mops				
Treated Mops	30%		25%	
Wet Mops	30%		25%	
Handles for Mops	30%		25%	
Microfiber Mops	30%		25%	

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2017 PRICE LIST, CITY OF TUCSON/NATIONAL IPA PRICING

Percentage Discount off most recent POS published retail price guide	Rental with Weekly Delivery		Purchase	
	Regular Size	Extended Size	Regular Size	Extended Size
Other:				
Restroom Paper Goods	25%		25%	
Air Fresheners	25%		25%	
Hand Soap	25%		25%	
Ancillary Charges				
Agency Owned Garments-Contractor Laundered	\$0.50			
Prep charge per garment for removal and application of new patches	\$1.00			
Removal of patches and reapplication to another garment	\$1.00			
Application of new patch	\$1.00			
Seasonal uniform change per garment. e.g. from short to long sleeve	\$1.00			
Garment Loss Protection Program	\$0.07 per garment			
Garment Damage Protection	\$0.03 per garments			
Budget Protection Plan	\$0.12 per garment			

State percentage discounts off for the following.	
Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed.	25% Discount will be offered

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CITY OF TUSCON/NATIONAL IPA PARTICIPATION SERVICE AGREEMENT

Prudential Overall Supply and CITY OF BEAUMONT (“PARTICIPATING PUBLIC AGENCY”) wish to establish a piggyback agreement (“Participating Service Agreement”) via the City of Tucson contract available through National IPA. Contract No.171695.

FIRST DELIVERY DATE MAY 13th, 2019

Section 1, TERM OF AGREEMENTS:

The City of Tucson contract term is October 6, 2017 thru October 5, 2022. PRUDENTIAL OVERALL SUPPLY shall have the right to enter local services with CITY OF BEAUMONT “piggybacking” the City of Tucson/National IPA Agreement, provided the effective date of the Service Agreement is prior to the expiration of the City of Tucson/National IPA Agreement. CITY OF BEAUMONT acknowledge that all local service Agreements contracted within the final 36 months of the City of Tucson Master Agreement shall extend for 36 months from the first delivery date for the CITY OF BEAUMONT. Example: Year three extends for 36 months with and expiration in 2022; Year four extends for 36 months with and expiration in 2023; Year five extends for 36 months with and expiration in 2024.

The expiration date of this Participation Service Agreement shall be MAY 13th, 2022 .

Section 2, TERMS:

Payment is due 30 days from the invoice date or upon receipt of monthly statement. All prices reflect credit for time off due to employee vacation, holiday or sickness.

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CITY OF TUCSON/NATIONAL IPA PARTICIPATION SERVICE
AGREEMENT

Continued

Section 3, PRICING:

Prudential Overall Supply will extend the City of Tucson/National IPA Master Agreement pricing to CITY OF BEAUMONT. Pricing will reflect the negotiated discount price that is contained in the City of Tucson/National IPA Master Agreement. This Agreement pricing structure will remain constant throughout the term of this Agreement. However, Off- Agreement pricing will be subject to increase for Off-Agreement items required by CITY OF BEAUMONT not listed on this Agreement. CITY OF BEAUMONT will have a separate pricing list.

Section 4, REPLACEMENT:

In the event of damage to wearing apparel by the CITY OF BEAUMONT, reasonable wear accepted, CITY OF BEAUMONT will pay PRUDENTIAL'S replacement value. CITY OF BEAUMONT will pay PRUDENTIAL'S replacement value for lost merchandise. In the event of damage to other merchandise or equipment by CITY OF BEAUMONT, CITY OF BEAUMONT will pay the replacement value. CITY OF BEAUMONT can elect to participate in PRUDENTIAL'S Budget Protection Program. The Budget Protection program is a per piece insurance rate that covers all uniform damage related charges except gross misuse.

Section 5, RIGHT OF CANCELLATION:

If at any time the standard of quality for either service or merchandise does not meet the industry standard. CITY OF BEAUMONT will give PRUDENTIAL written notice to correct said deficiencies. PRUDENTIAL will have 60 days to correct said deficiencies. Should PRUDENTIAL fail to correct deficiencies to that of industry standards, Agreement may be cancelled after paying for any lost and damage merchandise.

CITY OF TUCSON/NATIONAL IPA PARTICIPATION SERVICE
AGREEMENT

This documents is confidential and intended solely for the use of Prudential Overall Supply and National IPA participants. Any other use is prohibited.



Continued

CITY OF BEAUMONT will also pay unpaid invoices for prior services rendered. If CITY OF BEAUMONT elects to cancel service for any other reason, there will be a buyback to supplier to cover the initial investment of said account.

General:

CITY OF BEAUMONT agrees to pay a nonrefundable \$1.00 preparation fee for each garment placed in service after the original (30) days installation. CITY OF BEAUMONT agrees to pay for any lettering that is requested. CITY OF BEAUMONT agrees to pay for any inventory maintenance charge as stated in the City of TUCSON Master Agreement. CITY OF BEAUMONT warrants that they accept all terms and conditions of this Participation Service Agreement.

City of Beaumont

Prudential Overall Supply

Signature

Name

Title

Date

Signature

Nick Miranda

Name

Corporate Sales Representative

Title

04/01/2019

Date

This documents is confidential and intended solely for the use of Prudential Overall Supply and National IPA participants. Any other use is prohibited.

**Addendum "A"
Price Structure
For**



GARMENTS

ITEM	POS CODE	UNIT PRICE	REPLACEMENT VALUE
Industrial Shirt - Professionally Pressed - Transit	78-42-49	\$0.182	\$16.00
Industrial Pants - Transit	73-44-44	\$0.221	\$20.00
Women's Industrial Shirt - Professionally Pressed - Transit	19-42-49	\$0.182	\$16.00
Women's Industrial Pant - Transit	70-97-44	\$0.26	\$20.00
Striped Shirt - Professionally Pressed - Maintenance	80-42-16-23	\$0.231	\$16.00
Industrial Shorts - Maintenance	73-44-44-99	\$0.195	\$20.00
Twill Coveralls - Maintenance	40-44-44	\$0.416	\$30.00
Industrial Shirt - Professionally Pressed - Grounds	78-42-71	\$0.182	\$16.00
Industrial Pants - Grounds	73-44-66	\$0.221	\$20.00
Hi-Visibility Vest - All departments	89-64-46-3i	\$0.208	\$20.00
Perma-Lined Panel Jacket	60-44-44	\$0.838	\$36.00
Excel Flame Resistant Work Shirts - 8.6 ATPV cal/cm2	78-52-49	\$0.507	\$44.00
Excel Flame Resistant Work Pants - 12.2 cal/cm2	73-14-14	\$0.566	\$48.00
Preparation Charge - per garment for size change, patch application, patch reapplication, long to short sleeve		\$1.00	
Name Emblem - per piece rate as needed		\$1.00	
Company Emblem - per piece rate as needed		\$2.00	
Budget Protection Program - per piece rate * Optional	BPP-CL1	\$0.12	
Delivery/Environmental Fee - Per delivery location		\$9.68	

FACILITY SERVICES/TOWELING/FLATGOODS

ITEM	POS CODE	UNIT PRICE	REPLACEMENT VALUE
18x18 Shop Towel, purple	9792	\$0.07	\$0.35
Inventory Maintenance (TTD/MMP)	9792-TTD	\$0.35	\$0.35

- This agreement is covered under the National IPA program. (See attached)

Prudential Overall Supply

City of Beaumont

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



CLEAN GREEN
TBSA CERTIFIED



**Addendum "B"
Service Guarantee
For
City of**



If at any time the standard of quality for either service or merchandise does not meet industrial standards, City of Beaumont will give PRUDENTIAL OVERALL SUPPLY written notice to correct said deficiencies. If, after sixty (60) days from the date of written notice PRUDENTIAL OVERALL SUPPLY has not corrected said deficiencies to meet industry standards, City of Beaumont has the option to cancel the Service Rental Agreement, after paying all charges for services rendered and any lost and/or damage charges.

Prudential Overall Supply

City of Beaumont

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



CLEAN GREEN
TREA CERTIFIED

**Estimated Rental Cost
Worksheet for the
City of**



GARMENTS

ITEM	POS CODE	QTY OF EMPLOYEES	INVENTORY	WEEKLY UNIT RATE	WEEKLY COST PER EMPLOYEE	TOTAL WEEKLY RENTAL
Industrial Shirt – Light Blue – TRANSIT	78-42-49	8	11	\$0.182	\$2.002	\$16.02
Industrial Pants – Navy Blue - TRANSIT	73-44-44	8	11	\$0.221	\$2.431	\$19.45
Women's Industrial Shirt – Light Blue - TRANSIT	19-42-49	7	11	\$0.182	\$2.002	\$14.01
Women's Industrial Pant –Navy – TRANSIT	70-97-44	7	11	\$0.26	\$2.431	\$17.02
Industrial Shirt – Navy – PART TIME TRANSIT	78-42-44	3	5	\$0.182	\$0.91	\$2.73
Industrial Pants – Navy – PART TIME TRANSIT	73-44-44	3	5	\$0.221	\$1.105	\$3.32
Striped Shirt – Navy/Grey- VEHICLE MAINTENANCE	80-42-16-23	5	11	\$0.231	\$2.541	\$12.71
Industrial Shorts – Navy – VEHICLE MAINTENANCE	73-44-44-99	5	11	\$0.195	\$2.145	\$10.73
Twill Coveralls – Navy – VEHICLE MAINTENANCE	40-44-44	5	2	\$0.416	\$0.832	\$4.16
Industrial Shirt - Tan – Community Service	78-42-71	19	11	\$0.182	\$2.002	\$38.04
Industrial Pants – Forest Green – Community Service	73-44-66	19	11	\$0.221	\$2.431	\$46.19
Industrial Shirts – Light Grey – PUBLIC WORKS	78-42-27	5	11	\$0.182	\$2.002	\$10.01
Industrial Pants – Charcoal Grey – PUBLIC WORKS	73-44-16	5	11	\$0.221	\$2.431	\$12.16
Excel Flame Resistant Work Shirts – Public Works	78-52-49	5	11	\$0.507	\$5.577	\$27.89
Excel Flame Resistant Work Pants – Public Works	73-14-14	5	11	\$0.566	\$6.226	\$31.13
Industrial Shirts – WASTEWATER TREATMENT	78-42-44	8	11	\$0.182	\$2.002	\$16.02
Industrial Pants – WASTEWATER TREATMENT	73-44-44	8	11	\$0.221	\$2.431	\$19.45
Twill Coveralls – WASTEWATER TREATMENT	40-44-16	8	3	\$0.416	\$0.832	\$6.66
Budget Protection Program	BPP-CL1		1,263	\$0.12		\$151.56
Delivery/Environmental Fee (each dept \$9.68)			3	\$9.68		\$29.04

FACILITY SERVICES/TOWELING/FLATGOODS

ITEM	POS CODE	INVENTORY	WEEKLY UNIT RATE	REPLACEMENT RATE	TOTAL WEEKLY RENTAL
18x18 Shop Towel, purple	9792	75	\$0.07	\$0.35	\$5.25
Inventory Maintenance (TTD/MMP)	9792-TTD	3	\$0.35	\$0.35	\$1.05

Estimated Weekly Total – with Budget Protection Program	\$494.60
Annual Total – Year 1	\$25,719.20
Annual Total – Year 2	\$25,719.20
Annual Total – Year 3	\$25,719.20
Annual Total – Year 4 (1st option year)	\$26,490.78
Annual Total – Year 5 (2nd option year)	\$27,285.50

Estimated Weekly Total – Standard Rental Program	\$343.04 *
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* Does not include charges for damage, loss, preparation/set up or emblem charges.
This proposal is based on acceptance within 30 days of April 10, 2019.



CLEAN GREEN
TSSA CERTIFIED

CITY OF TUCSON

Contract 171695

for

Rental of Uniforms, Floor Mats, Mops, Towels & Related Services

with

Prudential Overall Supply.

Effective: October 6, 2017

The following documents comprise the executed contract between the City of Tucson and Prudential Overall Supply, effective October 6, 2017:

- I. City of Tucson Contract #171695
- II. Prudential's Response to Intent to Negotiate
- III. City's Intent to Negotiate
- IV. Prudential's Response to Clarification
- V. City's Request Clarification
- VI. Prudential's Response to RFP#171695
- VII. RFP#171695

Contract #171695

Rental of Uniforms, Floor Mats, Mops, and Towels and Related Services

Prudential Overall Supply

Table of Contents

- 1. Prudential's Response to Intent to Negotiate**
- 2. City's Intent to Negotiate**
- 3. Prudential's Response to Clarification**
- 4. City's Request Clarification**
- 5. Prudential's Response to RFP#171695**
- 6. RFP# 171695**

1. Prudential's Response to Intent to Negotiate

Jenn Myers - RE: RE: RE: City of Tucson, RFP # 171695

From: Sam Ross <SamR@POS-CLEAN.COM>
To: Jenn Myers <Jenn.Myers@tucsonaz.gov>
Date: 9/13/2017 8:16 AM
Subject: RE: RE: RE: City of Tucson, RFP # 171695
Cc: "christine.dorantes@nationalipa.org" <christine.dorantes@nationalipa.org>

Hello Jenn,

Yes. Prudential can comply with National IPA clarification of #4 and welcomes National IPA involvement in the training and communications to ensure consistent messaging.

Best regards,

Samuel A. Ross

Samuel A. Ross | Senior National Account Executive | Prudential Overall Supply
1661 Alton Parkway | Irvine, CA 92606
SamR@pos-clean.com | www.pos-clean.com | tel: 800.346.3421 x 212 | Direct: 949.237.0895



Follow us on [Facebook](#), [Twitter](#) and [LinkedIn](#)

From: Jenn Myers [Jenn.Myers@tucsonaz.gov]
Sent: Wednesday, September 13, 2017 7:50 AM
To: Sam Ross <SamR@POS-CLEAN.COM>
Cc: christine.dorantes@nationalipa.org
Subject: Fwd: RE: RE: City of Tucson, RFP # 171695

Good morning Sam,

Can you please confirm that Prudential will comply with the below?

Thank you,
Jenn

Jenn Myers

Senior Contract Officer
Department of Procurement
255 W Alameda, 6th Floor

Tucson, AZ 85726

520-837-4137

520-791-4735 Fax

>>> Christine Dorantes <christine.dorantes@nationalipa.org> 9/6/2017 12:13 PM >>>

National IPA is in agreement with Prudential Clarification #1, #2, #3, #5 and #6 in the response document letter date 8/31/17.

However, in regards to Prudential Clarification #4 National IPA requests the following to be part of Prudential's understanding of the marketing commitment: *"National IPA must be involved in the "training" and communications in order to ensure consistent messaging."*

Clarification #4. National IPA will be managed through Prudential's Key Account Management program. The KAM program for National IPA is focused on growing Prudential's business through the National IPA preferred Agreement by retaining existing National IPA customers and growing new National IPA customers.

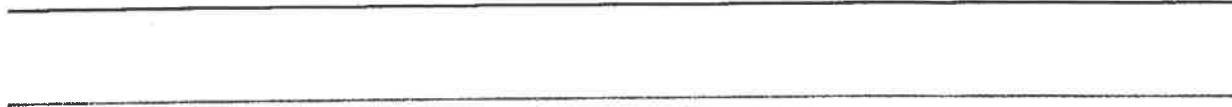
KAM accounts are evaluated monthly for growth. KAMs work with Prudential's national accounts team to target National IPA opportunities, and work together to gain these opportunities. Prudential has demonstrated that it has successfully grown the National IPA account through the first Agreement period. Prudential is committed to this growth trajectory through the next Agreement period. These results are measured and reported to National IPA.

Additionally, Prudential's national account team will work with the expanded national service territory through Apparel Services Network (ASN). ASN now has 18 member companies that serve more than 86% of the top 50 metropolitan markets in the U.S. The National IPA Agreement is a vehicle for ASN member companies to offer the ASN Agreement to their prospective and existing customers.

The new Agreement will be rolled out to all ASN member companies through an established training program. Prudential's national account team will include ASN member company sales targets as part of the monthly KAM review process that will focus on measurements and accountability to grow National IPA sales.

For Example: Prudential's Key Account Manager will roll out a promotional plan to promote the Master Agreement with all ASN members to include but not limited to:

- A webinar with all ASN members to promote and explain the Master Agreement.
- Introduction of National IPA BDM's to all 18 ASN Members.
- Training for all ASN members managers, sales people and staff.
- Continuous training of the Master Agreement at ASN quarterly meetings.
- Prudential will conduct marketing campaigns nationwide to the promote the Master Agreement with all ASN members included.
- Prudential's National Accounts team will spearhead the Master Agreement nationwide and work with Prudential's ASN members as well as Prudential team members to promote the contract nationwide.
- Please see Prudential Overall Supply ASN Member & National Coverage Area attached.



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Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of Prudential Overall Supply. Finally, the recipient should check this email and any attachments for the presence of viruses. Prudential Overall

Supply accepts no liability for any damage caused by any virus transmitted by this email.



August 31, 2017

Jenn Meyers
Senior Contract Officer
255 W. Alameda
Tucson, AZ 85726

Subject: Request For Proposal No. 171695 – Rental of Uniforms, Floor Mats, Mops and Towels and Related Services-Intent To Negotiate

Dear Mrs. Meyers,

Please see Prudential Overall Supply clarification to Tab D Response to Specifications National IPA clarification of Attachment B: National IPA Exhibit A and B.

Clarification #1. Prudential agrees that the public agency and Prudential Overall Supply will agree on the terms and conditions of the agreement.

Clarification #2.

Prudential will pay National IPA 2.5% multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

Clarification #3.

- If Prudential have current agreements in place that are not a part of the National IPA master agreement. The current agreements will be not eligible to join the National IPA master agreement until that agreement expires. At such time Prudential will encourage customers to join the National IPA agreement.
- Prudential does not wish to make any changes to the Administration Agreement. Prudential will pay National IPA the 2.5% as stated in clarification #2 above for all contracted business through the National IPA Master Agreement.



CLEAN GREEN
The Green



Clarification #4. National IPA will be managed through Prudential's Key Account Management program. The KAM program for National IPA is focused on growing Prudential's business through the National IPA preferred Agreement by retaining existing National IPA customers and growing new National IPA customers.

KAM accounts are evaluated monthly for growth. KAMs work with Prudential's national accounts team to target National IPA opportunities, and work together to gain these opportunities. Prudential has demonstrated that it has successfully grown the National IPA account through the first Agreement period. Prudential is committed to this growth trajectory through the next Agreement period. These results are measured and reported to National IPA.

Additionally, Prudential's national account team will work with the expanded national service territory through Apparel Services Network (ASN). ASN now has 18 member companies that serve more than 86% of the top 50 metropolitan markets in the U.S. The National IPA Agreement is a vehicle for ASN member companies to offer the ASN Agreement to their prospective and existing customers.

The new Agreement will be rolled out to all ASN member companies through an established training program. Prudential's national account team will include ASN member company sales targets as part of the monthly KAM review process that will focus on measurements and accountability to grow National IPA sales.

For Example: Prudential's Key Account Manager will roll out a promotional plan to promote the Master Agreement with all ASN members to include but not limited to:

- A webinar with all ASN members to promote and explain the Master Agreement.
- Introduction of National IPA BDM's to all 18 ASN Members.
- Training for all ASN members managers, sales people and staff.
- Continuous training of the Master Agreement at ASN quarterly meetings.
- Prudential will conduct marketing campaigns nationwide to promote the Master Agreement with all ASN members included.
- Prudential's National Accounts team will spearhead the Master Agreement nationwide and work with Prudential's ASN members as well as Prudential team members to promote the contract nationwide.
- Please see Prudential Overall Supply ASN Member & National Coverage Area attached.





Clarification #5. Prudential can comply with Exhibit B.

Clarification #6. Prudential will do monthly reporting. No. Prudential is not looking to propose a different reporting method.

Best regards,

Samuel A. Ross

Samuel A. Ross
Senior National Account Executive



CLEAN GREEN
THE COMPANY

2. City's Intent to Negotiate

Jenn Myers - Fwd: RE: RE: City of Tucson, RFP # 171695

From: Jenn Myers
To: Sam Ross
Date: 9/13/2017 7:50 AM
Subject: Fwd: RE: RE: City of Tucson, RFP # 171695
Cc: Christine Dorantes

Good morning Sam,

Can you please confirm that Prudential will comply with the below?

Thank you,
Jenn

Jenn Myers

Senior Contract Officer
Department of Procurement
255 W Alameda, 6th Floor
Tucson, AZ 85726
520-837-4137
520-791-4735 Fax

>>> Christine Dorantes <christine.dorantes@nationalipa.org> 9/6/2017 12:13 PM >>>

National IPA is in agreement with Prudential Clarification #1, #2, #3, #5 and #6 in the response document letter date 8/31/17.

However, in regards to Prudential Clarification #4 National IPA requests the following to be part of Prudential's understanding of the marketing commitment: *"National IPA must be involved in the "training" and communications in order to ensure consistent messaging."*

Clarification #4. National IPA will be managed through Prudential's Key Account Management program. The KAM program for National IPA is focused on growing Prudential's business through the National IPA preferred Agreement by retaining existing National IPA customers and growing new National IPA customers.

KAM accounts are evaluated monthly for growth. KAMs work with Prudential's national accounts team to target National IPA opportunities, and work together to gain these opportunities. Prudential has demonstrated that it has successfully grown the National IPA account through the first Agreement period. Prudential is committed to this growth trajectory through the next Agreement period. These results are measured and reported to National IPA.

Additionally, Prudential's national account team will work with the expanded national service territory through Apparel Services Network (ASN). ASN now has 18 member companies that serve more than 36% of the top 50 metropolitan markets in the U.S. The National IPA Agreement is a vehicle for ASN member companies to offer the ASN Agreement to their prospective and existing customers.

The new Agreement will be rolled out to all ASN member companies through an established training program. Prudential's national account team will include ASN member company sales targets as part of the monthly KAM review process that will focus on measurements and accountability to grow National IPA sales.

For Example: Prudential's Key Account Manager will roll out a promotional plan to promote the Master Agreement with all ASN members to include but not limited to:

- A webinar with all ASN members to promote and explain the Master Agreement.
- Introduction of National IPA EDM's to all 18 ASN Members.
- Training for all ASN members managers, sales people and staff.
- Continuous training of the Master Agreement at ASN quarterly meetings.
- Prudential will conduct marketing campaigns nationwide to promote the Master Agreement with all ASN members included.
- Prudential's National Accounts team will spearhead the Master Agreement nationwide and work with Prudential's ASN members as well as Prudential team members to promote the contract nationwide.
- Please see Prudential Overall Supply ASN Member & National Coverage Area attached.



CLEAN GREEN
WASH & REUSE

August 25, 2017



Samuel Ross
Senior National Account Executive
Prudential Overall Supply
4240 S. Fremont
Tucson, AZ 85704
SamR@POS-Clean.com

Sent via electronic mail, this day

**CITY OF
TUCSON**

DEPARTMENT OF
PROCUREMENT

**Subject: RFP# 171695, Rental of Uniforms, Floor Mats, Mops, Towels & Related Services ---
Intent to Negotiate**

Dear Mr. Ross:

The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting your firm to enter negotiations. Specifically, the City requests the following:

1. In accordance with your response to the City of Tucson, Tab D "Response to Specifications National IPA" National IPA request clarification to the following: *Attachment B: National IPA Exhibit A and B*

Exhibit A

Prudential 1.1 – Scope of National Contract:

(1.1) Scope of National Contract

As exhibit C states that either party can terminate after 30 days and any such fees that are owed to supplier are to be paid in full, if Public agency wants to cancel for any reason there will be a buyback to supplier to cover the initial investment of said account.

Clarification: – Exhibit C *Master Intergovernmental Cooperative Purchasing Agreement, Example* is strictly informational. The public agency and Prudential will agree to Terms and Conditions of termination.

2. Prudential 1.2, M.) and Exhibit B, 10.):

National IPA Response For National Cooperative Contract

- (1.2) Prudential welcomes National IPA help in marketing the Master Agreement. Prudential welcomes literature for its sales team in regards to the National IPA Master Agreement. When soliciting accounts Prudential will solicit new customers that are a part of the Master Agreement. Prudential will encourage existing customers upon their expiration to convert to the National IPA program. Prudential will offer 2.5% to flat fee to National IPA throughout the life of the Master Agreement.

M.) Prudential can offer 2.5% of contract sales to National IPA throughout the life of the Master Agreement.

10.) Prudential will offer National IPA 2.5% throughout the life of the Master Agreement.

Clarification: There are conflicting responses to the administration fee (see above). Elaborate further on your response to the administration fee and include alternative language or redline(s) in Exhibit B.

ADMINISTRATION • DESIGN AND CONSTRUCTION SERVICES • GOODS AND SERVICES
MAIL SERVICES • S.A.M.M. (SURPLUS AUCTION MATERIALS MANAGEMENT)
CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639
www.tucsonprocurement.com

3. Prudential A 2.0:
Exhibit A 2.0

(1.) Master agreement has received support of executive management team (2.) Will be utilized for all existing National IPA members, and marketed to all agencies. (3.) Existing customers will not be transitioned to Master Agreement until their contract has expired. At that time piggy backing is then allowed. In our industry current contracts can't be interrupted because there is a certain value that must be recouped called and ROI. (4.) Prudential Overall Supply reserves the right to make some changes to the Administration Agreement. Prudential agrees to offer the Master Agreement to agencies that are in our coverage area that aren't existing customers with valid agreements with Prudential Overall Supply. Prudential will agree to pay National IPA a certain percent on a contract by contract basis, not limited to the size of such account and the locality in which it relates to delivery area. Prudential will identify an executive corporate sponsor and will assign a KAM(Key Account Manager) to oversee the Master Agreement.

Clarification:

- Clarify the statement as it regards to the Master Agreement and current contract expiration.
- Indicate the changes Prudential wishes to make to the Administration Agreement. Also, what is meant by the statement, "*Prudential will agree to pay National IPA a certain percent on a contract by contract basis, not limited to the size of such account and the locality in which it relates to delivery area.*"

4. Prudential Exhibit Supplier Qualifications 3.0, B.) and Distribution, Logistics 3.2:

B.) The number of locations is 30 locations. The number of sales people is 80. Please see **ASN** total network coverage attached.

B.) Prudential's **ASN** network and affiliate members gives Prudential nationwide coverage. Through Prudential's ASN network there is one sole agreement that all affiliates abide by. This ensures that standardization is guaranteed nationwide. Prudential is the founding member of the ASN Network. Through acquisition Prudential continues to grow its foot print throughout the country. Prudential acquired Coyne Textile along the eastern seaboard in January 2016. ASN Affiliate Members include: Ace Imagewear, Ace Uniforms, American Wear Uniforms, Clean Uniforms, Clothes Clinic Linen & Uniform Rental, Domestic Uniforms, Phelps Uniforms, Walker's Uniforms & US Linen and Uniforms. See Attachment "B" Prudential's ASN Partners Contact List.

Clarification: Based on the ASN total network coverage expand further on the what engagement(s) will be done in order to offer the award nationwide.

5. Exhibit B

Provide a better understanding of the exceptions taken in various sections of Exhibit B. Using the National IPA Exhibit B document (located in the specification) indicate as redline(s) and provide alternate language to be considered for those areas located in the response.

6. Exhibit E

Prudential indicates the preference of quarterly reporting. Please indicate as a redline in Exhibit B and/or provide alternate language for consideration. Also, does Prudential proposal a different reporting process? If so, include the reporting example.

7. Exhibit F

Exhibit F is strictly informational and no response is need from this section

This Notice of Intent to Negotiate is not an intent to award a contract and does not establish a contractual relationship between the firm and the City. In the event that the City is not able to negotiate a satisfactory contract with the firm, the City will terminate negotiations.

Please submit a written response to my attention via e-mail to Jenn.myers@tucsonaz.gov on or before **Thursday, August 31, 2017 at 4:00 PM**. Please contact me via e-mail or at (520) 837-4137 with questions regarding the items above.

Sincerely,



Jenn Myers
Senior Contract Officer

Cc: Christine Dorantes, National IPA Christine.dorantes@nationalipa.org

3. Prudential's Response to Clarification

PRUDENTIAL OVERALL SUPPLY
CLARIFICATION
FOR
CITY OF TUCSON RFP #171695
AUGUST 11, 2017





**CITY OF
TUCSON**
DEPARTMENT
OF
PROCUREMENT

August 8, 2017

Sent this day via email: SamR@POS-Clean.com

Samuel Ross
Senior National Account Executive
Prudential Overall Supply
4240 S. Fremont
Tucson, AZ 85704

RE: City of Tucson RFP #171695, Rental of Uniforms, Floor Mats, Mops, Towels & Related Services

Dear Mr. Ross:

The City is in receipt of your response to the above mentioned solicitation. In order for the evaluation committee to complete their evaluation, the City invites you to provide clarification to the following items:

1. **Lost and Damaged Items:** Please clarify what fees, if any, will be assessed if an item is lost and not returned? Please clarify what fees, if any, will be assessed if an item is damaged?
2. **Garment Guarantee:** Please clarify if any garment guarantee programs exist that are include with the services.
3. **Shop Towels:** Please clarify the exact size of the shop towel.

Please respond to the clarifications by Friday, August 11, 2017 by 4:00 p.m. You may email me at jenn.myers@tucsonaz.gov if you should have any questions, or I can be reached at 520-837-4137.

Sincerely,

A handwritten signature in black ink, appearing to read "Jenn Myers".

Jenn Myers
Senior Contract Officer

INJECTIONS & REPLACEMENTS

- We will explain discuss who is responsible for determining when an item is removed from circulation.
- We will explain discuss the reasons for removing an item from circulation and then charging the customer a replacement charge.
- We will explain why CITY OF TUCSON would have a garment removed from circulation.



SUPER INSPECTOR

Prudential's Super Inspector process identifies needed Repairs, Replacements and Upgrades!



"Having the Super Inspector means that our customers have uniforms that are repaired, cleaned and ready for use each day; keeping them looking professional and ready to work."

Sharon C. White
President

✓ **The Super Inspector** is tasked with individually inspecting each garment before it is released. The Super Inspector looks for garments needing repairs, replacement and upgrades. Garments needing repair are routed to the repair station and returned for distribution to be delivered on time.



QUALITY CONTROL FOR GARMENTS

- Prudential has several check points to inspect garments to ensure that the customer is receiving a quality garment every week.
- Prudential's CSR is the first to observe the customer uniform. It is their job to inspect uniforms upon pick up.
- If the CSR finds that there is a damaged garment they will bring this to management's attention to get permission to charge if BPP isn't in place and replace the garment. If the customer has insurance there will be no charges assessed.



QUALITY CONTROL FOR GARMENTS

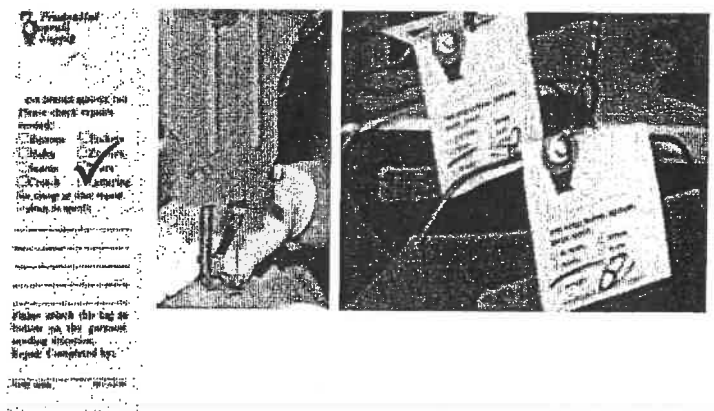
- Through the Prudential Service Cycle customer's garment go through a multi point inspection prior to reaching the Super Inspector.
- Prudential invests in employing a Super Inspector at each Prudential location. This program is a direct result from customer feedback from our Customer Visitation program.
- The Super Inspector is tasked with inspecting each and every garment needing repairs, replacements or upgrades.



GARMENT REPAIRS AND UPGRADES

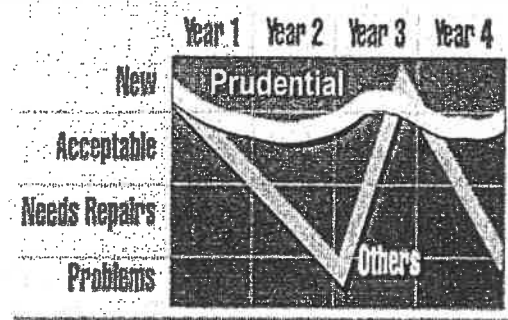
EYE OPENER SERVICE TAG

- Communication piece between wearers and Prudential's CSR
- Attached to garment during processing
- Routed to in-line repair station
- Returned repair for next delivery
- Available in English and Spanish



CONTINUOUS GARMENT UPGRADE

- Garments are upgraded as needed




CONTINUOUS UPGRADES PROGRAM

- Prudential employs a continuous upgrade program throughout the life of the agreement.
- This program affords Prudential to replace individual employees uniform as needed. Prudential does not time stamp replacement garments like its competitors.
- This is a great benefit to our customers and ensures that the customer's image program will be maintained at a high level from the beginning to the end of their contract




BUDGET PROTECTION PROGRAM

BUDGET PROTECTION PROGRAM

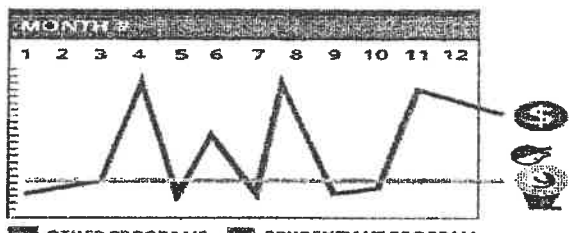


UNEXPECTED CHARGES CAN BE A THING OF THE PAST

- Now, your Image Apparel products will be replaced when damaged or lost with *no unexpected charges!*
- Automatic replacement for damaged or lost garments is prompt and hassle free.
- *No charges* for new wearers or replacement garments for preparation, name tags or company emblems.
- Prudential's *ONE PRICE Program* means that your weekly maintenance rate will remain constant for each piece.



DAMAGE, LOSS, PREP & LETTERING CHARGES



NEVER PAY AN UNEXPECTED CHARGE FOR LOSS, DAMAGE, PREP OR LETTERING!

UNIFORMS # 58125-2 REV. 2/98
TELEPHONE CONDITIONS APPLY
UNIFORMS, TOWELS, FACILITY PRODUCTS, CLEANROOM
WWW.PRUDENTIALUNIFORMS.COM
800-767-5535



BUDGET PROTECTION PROGRAM

Prudential's Budget Protection Plan features are:

- Customer never pays unexpected charges for loss or damage charges every again.
- Automatic replacement for lost and damage garments is prompt and hassle free.
- No charges for new wearers or replacement garments for preparation fees, name tags or company emblems.
- Prudential One Price Program means that CITY OF TUCSON weekly maintenance rate will remain constant for each piece



GARMENT PROTECTION PROGRAMS

Prudential proposed the following programs highlighted in yellow below in the City of Tucson RFP response regarding lost & damage:

City of Tucson Pricing - Miscellaneous	
State percentage discounts off for the following:	
Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed in the Pricing Workbook.	25%
<i>Catalog(s) Name: 2017 Prudential Overall Supply Catalog</i> <i>Catalog(s) Name:</i> _____ <i>Online Catalog Website: www.prudentialuniforms.com</i>	
Agency Owned Garment - Contractor Laundered	\$0.50 per garment.
Custom embroidering of logos and/or names	Embroidery is quoted by the number of stitches.
Preparation charges per garment for removal and application of new patches and emblems on the same garment, heat sealed or sewn.	\$1.00 per garment.
Removal of patches and emblems from one garment and reapplication on a different garment, heat sealed or sewn.	\$1.00 per garment.
Application of a new patch or emblem to a garment, heat sealed or sewn.	\$1.00 per garment.
Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)	\$1.00 per garment.
Uniform color change per garment (e.g. change one shirt from grey to blue)	\$1.00 per garment.
Steam Tunneling garments	No Charge. Included with the service.
Pressing of garments	No Charge. Included with the service.
Garment Loss Protection Program	\$0.07 per garment.



GARMENT PROTECTION PROGRAMS CONT.

Provide a list of services (and their corresponding fee) to be made available to Contract users not specifically listed elsewhere:	
Garment Damage Protection Program	\$0.03 per garment
Budget Protection Plan (Includes Loss, Damage, Preparation & Lettering Charges). This is Prudential's Flat Rate Plan.	\$0.12 per garment
Describe turnaround time and delivery requirements. Define any additional charges for delivery such as excessive deliveries or remote locations and state additional fees for these types of deliveries:	
Turnaround time is between 2 to 4 weeks on initial install. Thereafter 5 to 10 days. Delivery Charge are based on the percentage of merchandise being delivered. We may not cover some remote areas. Remote areas will be assed on a case by case basis.	
One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of uniforms or other products, delivery, laundering, repair and maintenance) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.	
Prudential will assign a KAM(Key Account Manager) who will ensure that all customers under this agreement price structure stays consistent with the pricing stated therein. Our KAM's receives exception reports every week that will alert if any price or fee's are different than what is contracted. This is how we audit and control the customers account.	
Describe how rental uniforms are amortized and how Replacement Charges are calculated.	
If our Garment Maintenance & Loss Program is selected there are no charges for loss or damage items. If the GMLP program is not accepted at the inception of the program the replacement charge listed therein will be accessed for lost and damaged garments. Prudential offers two other protection programs help fit the customers needs. The Budget Protection Program and the Garment Damage or Maintenance Program that is referenced above.	
Describe how emergency requests for uniforms are handled.	
Prudential has a loaner program for said emergencies. There is a cost associated with it. When a customer calls and has an emergency request for uniforms Prudential can usually turnaround that request within 24 hours providing that the uniforms requested are not abnormal size. If not the same day. Prudential's Key Account Managers are available 24 hours a day for those emergencies that need to be addressed as soon as possible. Items not specifically listed in catalogs are available under the contract as "specialty items."	



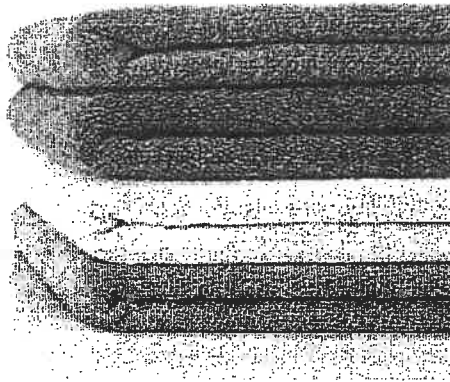
GARMENT GARUANTEE

- Prudential guarantees that any garments that are worn out due to natural wear and tear will be replaced at no charge to the customer.
- Prudential guarantees that if a garment is damaged by the customer and its repairable. Prudential will repair free of charge. If a garment is not repairable and is damaged by the customer. The Prudential rep will notify management for permission to replace it and damaged charges will apply unless the customer has damaged insurance. Then the items will be covered. If Prudential is responsible for such damage. Then Prudential would replace free of charge.
- Prudential guarantees if a garment is lost and the customer has Garment Lost Protection or the Budget Protection Program all lost garments are covered and no lost charges will apply. If no protection programs are in place the customer will be responsible for all lost items.



PRUDENTIAL SHOP TOWEL 18 x 18

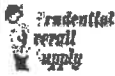








- Prudential's shop towels are made with premium 100% Egyptian cotton. The dimension are exactly 18 x 18.



- Please see a complete list of all of Prudential's toweling solutions and specifications in the slides below.










PRUDENTIAL'S TOWEL SOLUTIONS & SPECS

												
POS Code	Item	Description	POS CATEGORY	Application Industries	Common Users	Application	Product Features	Competing Products	Prudential Advantage	Down Grade Path	Non-permissible uses	
9883	Bath Towel	82, 22" x 41", Blue	Animal Use	 Dog Groomers, Veterinary Hospitals, Animal Shelters	Vets, Groomers, Animal Hospitals	Cleaning & Moisture Removal	100% Premium Cotton Terry, 14.02 Lbs Per Dozen - Large	Celco Terry, 8.00 Lbs Per Dozen - 20x40, Economy Size & Grade	Softer, More Cotton, More Absorbent, More Substantial "Feel"	"Flag Out"	ANIMAL USE ONLY	
9723	Fenders' Seat Cover	Blks	Automotive	 Automotive Repair	Service Managers, Mechanics, Porter	Automobile Interior Cover To Prevent Grease/Oil Staining	Seat Cover, 56x90, 1.2 Lbs Each, Acrylic Blend, Heavy	Fender Cover, 36x57, .65 Lb Each, Acrylic Blend, Woven	Heavier, Larger, More Coverage, Better Soil & Scratch Protection	"Flag Out"	AUTOMOTIVE ONLY	
9779	Shop Towel	16" x 16", Orange	Automotive	 Automotive: Heavy Soil, Oil & Grease	Mechanics, Maintenance	Industrial usage in automotive and maintenance fields. Not to be used in machine shop.	1768 Per Bale Premium Egyptian 100% Cotton, 1X1 Superstrong Heavyweight Weave	1598 Per Bale Economy (Salvage) Cotton, 16 Lbs, Less Absorbent	More Cotton, More Absorbent, Less Towel Use, Stronger Feel	Utility Shop Towel	Food Service, Human Use, Animal, Utility	
9789	Shop Towel	16" x 16", Orange	Automotive	 Automotive: Heavy Soil, Oil & Grease	Mechanics, Maintenance	Industrial usage in automotive and maintenance fields. Not to be used in machine shop.	1758 Per Bale Premium Egyptian 100% Cotton, 1X1 Superstrong Heavyweight Weave	1588 Per Bale Economy (Salvage) Cotton, 16 Lbs, Less Absorbent	More Cotton, More Absorbent, Less Towel Use, Stronger Feel	Utility Shop Towel	Food Service, Human Use, Animal, Utility	
9890	Bar Towel	17" x 20", White	Food Service	 Food & Beverage: Front Of House, Markets, Dells	Barenders, Server, Bussing, Cleaner	Cleaning & Moisture Removal	32 Oz. Per Dozen: 100% Cotton, Ribbed Terry	Cotton Terry, Non Ribbed, 28 Oz Per Dozen, Economy Grade	Heavier, More Cotton, Ribbed for Abrasion, Durable, More Absorbent	Turkish Towel, Grill Pad	FOOD SERVICE ONLY	
9868	Dish Towel	20" x 20", White	Food Service	 Food & Beverage: Back Of House	Dishwasher, Porter	Cleaning and Moisture Removal	Green Center Stripe, 100% Premium Cotton, Square Weave, 2.5 Lbs Per Dozen	Cotton, Square Weave, 2.28 Lbs Per Dozen, Various Stripe Colors, Economy Grade	Heavier, More Cotton, More Absorbent	"Flag Out"	FOOD SERVICE ONLY	
9739	Gill Pad	10" x 10", Blue	Food Service	 Restaurants, Catering	Chef, Line Cook, Porter	Gill Cleaning	100% Premium Cotton, Terry, Triple Thick (2 Towels/Lining), 3.1 Lbs Per Dozen	Cotton, Terry, Top-Ply, 2.0 Lbs Per Dozen, Economy Grade	Heavier, More Thermal Protection, Better Surface Cleaning For Hot Surfaces	"Flag Out"	FOOD SERVICE ONLY	










PRUDENTIAL'S TOWEL SOLUTIONS & SPECS

0995	Turkish Towel	17" x 20", Blue	Food Service		Food Service	Chef, Line Cook, Podia	Cleaning & Moisture Removal	100% Premium Cotton, Ribbed Terry, 32 Oz Per Dozen	Cotton, Non-Ribbed, 28 Oz Per Dozen	Heavier, More Cotton, More Absorbent, Better Surface Area Cleaning	"Tag Out"	FOOD SERVICE ONLY
0992	Linen Napkins	21" x 21", Black	Food Service		Restaurants, Catering	Executive Chef, General Manager	Facial & Hand Cleaning	100% Soft Spun "Signature" Polyester, ColorSeal, 0.4 Oz Per Sq Yd	100% Polyester, No Wicking or Color Seal Finish	Softer Feel, Better Color Retention, More Consistent Image	"Tag Out"	FOOD SERVICE ONLY
0925	Linen Napkins	21" x 21", Forest Green	Food Service		Restaurants, Catering	Executive Chef, General Manager	Facial & Hand Cleaning	100% Soft Spun "Signature" Polyester, ColorSeal, 0.4 Oz Per Sq Yd	100% Polyester, No Wicking or Color Seal Finish	Softer Feel, Better Color Retention, More Consistent Image	"Tag Out"	FOOD SERVICE ONLY
0910	Linen Napkins	21" x 21", Red	Food Service		Restaurants, Catering	Executive Chef, General Manager	Facial & Hand Cleaning	100% Soft Spun "Signature" Polyester, ColorSeal, 0.4 Oz Per Sq Yd	100% Polyester, No Wicking or Color Seal Finish	Softer Feel, Better Color Retention, More Consistent Image	"Tag Out"	FOOD SERVICE ONLY
0913	Linen Napkins	21" x 21", White	Food Service		Restaurants, Catering	Executive Chef, General Manager	Facial & Hand Cleaning	100% Soft Spun "Signature" Polyester, ColorSeal, 0.4 Oz Per Sq Yd	100% Polyester, No Wicking or Color Seal Finish	Softer Feel, Better Color Retention, More Consistent Image	"Tag Out"	FOOD SERVICE ONLY
0514	Linen Napkins	21" x 21", Ivory	Food Service		Restaurants, Catering	Executive Chef, General Manager	Facial & Hand Cleaning	100% Soft Spun "Signature" Polyester, ColorSeal, 0.4 Oz Per Sq Yd	100% Polyester, No Wicking or Color Seal Finish	Softer Feel, Better Color Retention, More Consistent Image	"Tag Out"	FOOD SERVICE ONLY
0515	Linen Napkins	21" x 21", Maroon	Food Service		Restaurants, Catering	Executive Chef, General Manager	Facial & Hand Cleaning	100% Soft Spun "Signature" Polyester, ColorSeal, 0.4 Oz Per Sq Yd	100% Polyester, No Wicking or Color Seal Finish	Softer Feel, Better Color Retention, More Consistent Image	"Tag Out"	FOOD SERVICE ONLY









PRUDENTIAL'S TOWEL SOLUTIONS & SPECS

9995	Bath Towel	17' x 44', White	Human Use		Hospitality: Hotels, Motels, Spas, Gyms	Housekeeping, Spa Manager	Cleaning & Moisture Removal	100% Premium Cotton Terry, 14.00 Lbs Per Dozen - Large	Cotton Terry, 5.60 Lbs Per Dozen - 26x40, Economy Size & Grade	White, Soft, More Cotton, More Absorbent, More Substantial "Feel"	Other Bath Towel	HUMAN USE ONLY
9972	Face Towel	12' x 17', White Face Towel	Human Use		Hospitality: Hotels, Motels, Spas, Asian Restaurants	Housekeeping, Spa Manager, Exec Chef	Cleaning & Moisture Removal	100% Premium Cotton Terry, 1.00 Lbs Per Dozen, Hemmed Edges	Cotton Terry, 25 lbs Per Dozen, Economy Grade	Heavier, More Cotton, More Absorbent, More Substantial "Feel"	"Ring Out"	HUMAN USE ONLY
9973	Salon Towel	16' x 27', Black	Human Use		Hospitality: Spas, Hair Salons, No Bleach	Hair Stylist	Moisture Removal	100% Premium Cotton Terry, 2.75 Lbs Per Dozen, Hemmed Edges	Cotton Terry, 2.28 Lbs Per Dozen, Economy Grade	Heavier, More Cotton, More Absorbent, More Substantial "Feel"	"Ring Out"	HUMAN USE ONLY
9978	Salon Towel	16' x 27', White	Human Use		Hospitality: Spas, Hair Salons, No Hair Coloring	Hair Stylist	Moisture Removal	100% Premium Cotton Terry, 2.75 Lbs Per Dozen, Hemmed Edges	Cotton Terry, 2.29 Lbs Per Dozen, Economy Grade	Heavier, More Cotton, More Absorbent, More Substantial "Feel"	Turkish Towel	HUMAN USE ONLY
9794	Machinist's Towel	12' x 18', Green	Industrial - Heavy Soil		Machinist Shops, Metal Fabrication	Machinist, Metal Fabricator	Machining/Fabrication Industries Where Metal Shavings Are Found	175# Per Bale Premium Egyptian 100% Cotton, 1X1 Supersong Heavyweight Weave, Metal Shavings Acceptable	130# Per Bale Economy (Savings) Cotton, Hi Lint, Less Absorbent	More Cotton, More Absorbent, Less Towel Use, Stronger Feel	Utility Shop Towel	MACHINIST USE ONLY
9770	Printer's Towel	18' x 18', Blue	Industrial - Heavy Soil		Printing Ink, Silk-Screening	Press Operator, Production Mgr.	Printing Industry: Print Press Operation & Cleaning	175# Per Bale Premium Egyptian 100% Cotton, 1X1 Supersong Heavyweight Weave	130# Per Bale Economy (Savings) Cotton, Hi Lint, Less Absorbent	More Cotton, More Absorbent, Less Towel Use, Stronger Feel	Utility Shop Towel	PRINTER USE ONLY
9994	Turkish Towel	17' x 27', Orange	Industrial - Heavy Soil		Automotive: Heavy Soil, Oil & Grease	Mechanic, Maintenance	Cleaning & Moisture Removal	100% Premium Cotton, Ribbed Terry, 32 Oz Per Dozen	Cotton, Non-Gilbed, 28 Oz Per Dozen	Heavier, More Cotton, More Absorbent, Better Surface Area Cleaning	"Ring Out"	Food Service, Human Use, Animal, Light Industrial









PRUDENTIAL'S TOWEL SOLUTIONS & SPECS

9952	Glass Towel	32" White and Red Stripes	Industrial - Light Soil		Glass, Low/Lint	Janitorial, Maintenance	Cleaning and Moisture Removal	100% Premium Cotton, Square Weave, Low/Light Fibs, 24 Oz Per Dozen	Cotton, Square Weave, 20 Oz Per Dozen, Economy Grade	Heavier, More Cotton, More Absorbent	"Tray Out"	Heavy Industrial, Food Service, Human Use, Animal, Utility
9953	Huck Towel	41, 16" x 32", White	Industrial - Light Soil		General, Low Lint, Medium Soil	Janitorial, Maintenance	General Cleaning	100% Premium Cotton, Huck/Texturized Weave, 20 Oz Per Dozen	Cotton, Huck Weave, 24 Oz Per Dozen, Economy Grade	Heavier, More Cotton, More Absorbent	Blue Huck Towel	Heavy Industrial, Food Service, Human Use, Animal, Utility
9954	Huck Towel	16" x 32", Blue	Industrial - Light Soil		General, Low Lint, Medium Soil	Healthcare & Dental Clinics	General Cleaning	100% Premium Cotton, Huck/Texturized Weave, 20 Oz Per Dozen	Cotton, Huck Weave, 24 Oz Per Dozen, Economy Grade	Heavier, More Cotton, More Absorbent	"Tray Out"	Heavy Industrial, Food Service, Human Use, Animal, Utility
9979	Shop Towel	16" x 18", White	Industrial - Light Soil		Light Soil	Janitorial, Maintenance, Production	New first wash towel. Used in industries that require no contaminants in the towel.	175# Per Bale Premium Egyptian 100% Cotton, 1X1 Spinning Heavyweight Weave	165# Per Bale Economy (Shrage) Cotton, 4/1 Lint, Less Absorbent	More Cotton, More Absorbent, Less Towel Use, Stronger Feel	Orange Shop, Printer, Machine Towels	Food Service, Human Use, Animal, Utility
9988	Shop Towel	18" x 32", White	Industrial - Light Soil Industrial - Heavy Soil		Light soil	Janitorial, Maintenance, Production	New first wash towel. Used in industries that require no contaminants in the towel.	USA made, Unbleached 1X1 Premium 100% Cotton Heavyweight	Imported (Pakistan, India, Turkey, Egypt, China), Less cotton, akin to 16" x 32"	175# Premium Egyptian Cotton, Super Overlocked Edges, More cotton, More absorbent, longer life.	Orange Shop, Printer, Machine Towels	Food Service, Human Use, Animal, Utility
9996	Turkish Towel	17" x 20", Yellow	Industrial - Light Soil		Light Cleaning, Non-Food	Janitorial, Maintenance, Production	Cleaning & Moisture Removal	100% Premium Cotton, Ribbed Terry, 32 Oz Per Dozen	Cotton, Non-Fibbed, 20 Oz Per Dozen	Heavier, More Cotton, More Absorbent, Better Surface Area Cleaning	"Tray Out"	Heavy Industrial, Food Service, Human Use, Animal, Utility



PRUDENTIAL'S TOWEL SOLUTIONS & SPECS

9763	Microfiber Towel	12" x 16", Light Blue	Micro-fiber		Automotive: Desodorizing, Detail Straps, Body Straps	Cabaret	Baking & Wax Removal. For 100% Lin free or High Absorbency. Not used with oil or grease.	Highly Absorbent, No Lint. Cleans, Polishes, Dests, Absorbs, Catches Fine Debris	Cotton Toweling, Hi Lin, Less Absorbency	Bundled - Not Bagged, Super Absorbent	"Rag Out"	Heavy Industrial, Food Service, Human Use, Animal, Utility
9765	Microfiber Towel	12" x 12", Yellow	Micro-fiber		Restrooms	Janitorial, Maintenance	Cleaning Tablets, Solis, Counter Tops	Highly Absorbent, No Lint. Cleans, Polishes, Dests, Absorbs, Catches Fine Debris	Cotton Toweling, Hi Lin, Less Absorbency	Bundled - Not Bagged, Super Absorbent	"Rag Out"	Heavy Industrial, Food Service, Human Use, Animal, Utility
9766	Microfiber Towel	12" x 12", Blue	Micro-fiber		Wet Applications	Janitorial, Maintenance	Shedding or Wet to Wipe & Clean	Highly Absorbent, No Lint. Cleans, Polishes, Dests, Absorbs, Catches Fine Debris	Cotton Toweling, Hi Lin, Less Absorbency	Bundled - Not Bagged, Super Absorbent	"Rag Out"	Heavy Industrial, Food Service, Human Use, Animal, Utility
9767	Microfiber Towel	12" x 12", Green	Micro-fiber		Casinos, Arcades	Janitorial, Maintenance	For 100% Lin free or High Absorbency. Not used with oil or grease.	Highly Absorbent, No Lint. Cleans, Polishes, Dests, Absorbs, Catches Fine Debris	Cotton Toweling, Hi Lin, Less Absorbency	Bundled - Not Bagged, Super Absorbent	"Rag Out"	Heavy Industrial, Food Service, Human Use, Animal, Utility
9768	Microfiber Towel	12" x 12", Red	Micro-fiber		Healthcare: Hospitals, Surgery Centers, Eldercare, Health Clinics, Dental Clinics	Dentist, Patient, Nurse, EYS	Barbers & Environments	Highly Absorbent, No Lint. Cleans, Polishes, Dests, Absorbs, Catches Fine Debris	Cotton Toweling, Hi Lin, Less Absorbency	Bundled - Not Bagged, Super Absorbent	"Rag Out"	HUMAN USE ONLY
9792	Utility Shop Towel	#2, 16" x 16", Purple	Utility		Automotive: Heavy Soil, Oil & Grease	Mechanic, Maintenance, Janitorial	High Lasso Carriage Environment #2 Quality. Lower Priced Option.	175¢ Per Bale Premium Egyptian 100% Cotton, 8X1 Superstrong Heavyweight Weave. Stained With Acceptable Holes, Success! Heated Areas	155¢ Per Bale Economy (Savings) Cotton, Hi Lin, Less Absorbent	More Cotton, More Absorbent, Less Towel Use, Stronger Feel	"Rag Out"	Food Service, Human Use, Animal, Utility



4. City's Request Clarification



**CITY OF
TUCSON**
DEPARTMENT
OF
PROCUREMENT

August 8, 2017

Sent this day via email: SamR@POS-Clean.com

Samuel Ross
Senior National Account Executive
Prudential Overall Supply
4240 S. Fremont
Tucson, AZ 85704

RE: City of Tucson RFP #171695, Rental of Uniforms, Floor Mats, Mops, Towels & Related Services

Dear Mr. Ross:

The City is in receipt of your response to the above mentioned solicitation. In order for the evaluation committee to complete their evaluation, the City invites you to provide clarification to the following items:

1. **Lost and Damaged Items:** Please clarify what fees, if any, will be assessed if an item is lost and not returned? Please clarify what fees, if any, will be assessed if an item is damaged?
2. **Garment Guarantee:** Please clarify if any garment guarantee programs exist that are include with the services.
3. **Shop Towels:** Please clarify the exact size of the shop towel.

Please respond to the clarifications by Friday, August 11, 2017 by 4:00 p.m. You may email me at jenn.myers@tucsonaz.gov if you should have any questions, or I can be reached at 520-837-4137.

Sincerely,

A handwritten signature in black ink, appearing to read "Jenn Myers".

Jenn Myers
Senior Contract Officer

5. Prudential's Response to RFP# 171695



CONFIDENTIAL

PRUDENTIAL OVERALL SUPPLY

RESPONSE

TO

THE CITY OF TUCSON/NATIONAL IPA

RFP

July 11, 2017

Submitted By,

Samuel Ross

Senior National Account Executive



CLEAN GREEN
TMA CERTIFIED



Tab A - Submission of Information and Forms



CLEAN GREEN
TMA CERTIFIED

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**RENTAL OF UNIFORMS, FLOOR MATS, MOPS,
TOWELS AND RELATED SERVICES**

REQUEST FOR PROPOSAL NUMBER: 171695

**CITY OF TUCSON
255 W. Alameda, 6TH Floor
Tucson, Az 85701**

Attention: Jenn Meyers



**CLEAN GREEN
TMA CERTIFIED**

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Prudential Overall Supply
Company Name

4240 S. fremont
Address

Tucson Az 85704
City State Zip

Samuel Ros
Signature of Person Authorized to Sign

Samuel Ros
Printed Name

Senior National Account Executive
Title

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

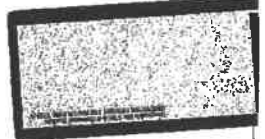
Approved as to form this 6th day of Oct, 2017.

[Signature]
As Tucson City Attorney and not personally

CITY OF TUCSON, a municipal corporation

Awarded this 5 day of October, 2017.

[Signature]
Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
As Director of Procurement and not personally





Tab B - Executive Summary and Responses to Specifications

City of Tucson



CLEAN GREEN
TMAA CERTIFIED



2.4 Prudential Overall Supply Response City of Tucson RFP

Response To Scope of Work.

I. UNIFORMS RENTAL AND SERVICES

- (1.) Prudential will be able to accommodate any number of changes needed by the City. Prudential will also meet with designated contact for each Department to ensure all needs are met.
- (2.) Prudential's TMT Transition Management Team will also be responsible for making sure that each department contract representative receives their required merchandise.
- (3.) Prudential can provide the City with Embroidered or Silk-Screened Company and Name emblems at the requested specifications for each department. All Emblems will be **sewn on**. Not heat-sealed (glued) like some of our competitors. Any emblems provided by the city can be added to garments as well if needed. However, an ample supply must be provided to ensure Prudential can make the 10 working day window for delivery. Prudential will meet with each department head to ensure the correct patches are applied.
- (4.) Measurements
 - (4.1) Prudential will measure employees for uniforms within 2 working days from the City's request and will provide said uniforms within 10 working days from date of measurement. Prudential will provide size samples at all specified location to be measured. All alterations will be done by Prudential at no cost to the City. All extra-large and petite sizes will be provided but may have a delay due to special size restraints. Any delays will be disclosed up front to the City and loaners will be provided if available. These special sizes will still arrive in an acceptable amount of time mutually agreed upon by Prudential and the City.
 - (4.2) Prudential will accommodate outsizes. Prudential's standard sizes for men are S-6XL on shirts and 28-54 on pants for men. Prudential's standard sizes for women are 6-26 on shirts and 2-24 on pants. Prudential's standard sizes are most of our competitors outsizes. This is an advantage for Prudential customers because there is no extra charge for the outsizes thus saving our customers money.
 - (4.3) Prudential can accommodate women apparel and has a women's line where the buttons are on the correct side and it has the top snap.

(5.) Any samples requested by the City shall be provided by Prudential within 5 business days of request for evaluation.

(6.) Identification System

(6.1) Prudential will provide each garment with an 2-D Barcode that will list the employees name and account number. The ID 2-D Bar Code will also contain information for internal tracking by Prudential that will produce reports for the City on the Customer Portal. The Customer Portal is where the City can view the weekly scanned in report, garment turned in for cleaning, and garments that went out for delivery.

(6.2) The 2-D Bar Code are scanned on the clean side so in conjunction with the 2-D Bar Code a "Garment Control Log" will be provided with a count on site of the incoming and outgoing garments listed by employee.

(6.3) Combined the 2-D Bar Code reports along with the Garment Control Log will ensure that there aren't any missing or lost garments by the Provider. The 2-D Bar Code report is cross reference with the Garment Control Log prior to Prudential's Customer Service Representative departure for delivery. If a discrepancy is detected. The Customer Service Representative will find missing garment or replace with loaner garment to ensure that the City of Tucson has the proper number of uniforms to work for the week. This will allow for accurate tracking to account for lost garments by Prudential.

(7.) Proposer's Operation and Procedures

(a.) Please see Attachment "F" for a full detailed description of Prudential' Service Cycle.

A plant tour will be provided upon request at any time to the City.

(b.) If the Garment Protection Plan is selected there is no dispute or need for resolution.

Lost and damage garments are replaced at the City's request. The 2-D Barcode tracking along with the Garment Control Log which both the City and Prudential will have weekly access to will ensure traceability of garments. If there is an issue Prudential will replaced lost garments. If Prudential notice gross negligence by the City. Prudential bring to the attention of the City's department head to discuss.

(c.) Prudential will utilize the 2-D Bar Code report and the Garment Control Log prior to delivery and utilize the Garment Control Log on site at pick-up to log garments for traceability and accuracy. Prudential's has a 99% traceability rate on garments

(8.) Prudential will provide the City with their required number of changes at first delivery. City employees may choose any combination of Long Sleeve and Short Sleeve shirt quantities. One uniform change will be permitted per employee, per year. \$1.00 prep charge applies. The prep charge allows Prudential to replace old name tags and logo's with new ones. The City's Image is important to Prudential's in our effort to be the City's best B2B partner. Prudential can discuss with the City further.

(9.) One color change will be permitted each year per employee. Color change must be in Prudential' Standard Product offering. \$1.00 prep charge per garment applies.

(10.) Please see attachment N for detailed Transition Plan. There will be no transition cost to the City of Tucson. All prep and lettering fees will be waived.

(11.) All City Locations will be provided a direct, weekly service for pick-up and delivery by Prudential. Any changes to delivery locations will need to be notified by the City to Prudential in writing. Prudential will work with each department / location to best accommodate requested delivery times. Delivery will occur the same day each week with the exception of Holiday schedules. Notices will be posted at each location two weeks in advance to ensure proper delivery and pick-up. Any "Garment Control Logs" will be provided at the request of the City.

(12.) DELIVERY TIME

(12.1) Prudential Complies.

(12.2) Prudential Complies.

Prudential Overall Supply

Confidential

07/11/2017

(12.3) Prudential Complies.

(13.) LOST OR DAMAGED ITEMS

City's Responsibility

(1.1) Prudential Complies.

(1.2) Prudential Complies.

(1.3) Prudential Complies If the Garment Protection Plan is selected.
If not selected

standard lost or damage charges would apply. Self-laundered
garments still

have to be accountably in turning in the garments after their
use.

Contractor's Responsibility

(2.2) Prudential Complies.

(2.3) Prudential Complies.

(2.4) Prudential Complies.

(2.5) Prudential Complies.

(2.6) Prudential Complies. Please see all replacement cost in Tab C
Cost proposal.

(14.) INVOICING

(1.1) Prudential Complies.

(1.2) Prudential Complies. All Invoicing by Prudential will be detailed
by employee, product, and unit rates.

(1.3) Prudential Complies. Credits to Invoices already paid will be
submitted via credit memo with 30 calendar days for date
reported.

(1.4) Prudential Complies. Any additional charges will be notified by
Prudential in writing before invoiced.

(1.5) Prudential Complies. No unauthorized products will be provided
or billed or invoices.

(1.6) Prudential Complies. Invoices rejected by the City will be corrected and re-submitted by Prudential.

(1.7) Prudential Complies. No uniforms will be billed until they have been physically delivered to the appropriate location.

(1.8) Prudential Complies. PO numbers will be listed on each appropriate invoice.

(1.9) Prudential Complies. Original invoice copies will be sent to the "Bill to" address indicated by the City.

(1.10) Prudential Complies. See Attachment "H" sample invoice.

(1.11) Prudential Complies. Any invoice training needed for the City will be provided by Prudential upon request at any time.

(15.) Pricing

(1.1) Prudential Complies.

(1.2) Prudential Complies.

(1.3) Prudential Complies.

(1.4) Prudential Complies.

(1.5) Prudential Complies.

(16.) Sizes

Size changes will be completed in a timely manner with no extra charge to the City other than the \$1.00 prep charge per garment one time charge.

(17.) Environmental Preferability

Prudential is the leader in the industry in Environmentally-sound processing practices. Through our "Clean Green" initiative Prudential uses less water, energy, and chemical than our competitors. Any reports needed by the City regarding Environmentally Preferable Products will be provided by Prudential upon request. See Attachment "J"

(18.) Reporting

Prudential Overall Supply Customer Portal has the following standard functions: Search and View Wearers Inventory, View all Wearers, View Scanned items Reports, Financial Reports, & Invoicing. Our Customer Portal will include an Account Management allowing you to make service adjustments as you deem necessary. Additionally, changes include improved invoice layout, electronic invoice delivery, and on the spot invoice adjustments. Prudential can tailor special reports and the Customer Portal to meet the customer's specific needs. Please see attachment K Customer Portal.

(19.) Industry Standard

All services provided by Prudential will meet or exceed our industry's standard.

(20.) Uniform Item Sample

All services provided by Prudential will meet or exceed our industry's standard.



Method Approach

Prudential Overall Supply looks forward to providing the highest level of products and services to CITY OF TUCSON/NATIONAL IPA at a competitive price. We will outline a detailed service plan that will meet or exceed the level of service you expect from a provider.

Prudential Overall Supply possesses the financial, technical, organizational and managerial resources to successfully execute a contract of this size and scope for the existing CITY OF TUCSON/NATIONAL IPA geographic areas that align with Prudential's service area.

Prudential employs a national account management strategy to handle customers with multiple site requirements for delivery, billing, communication and measurement (customer satisfaction surveys and continuous improvement for quality, billing and satisfaction). Prudential's national account management team employs processes and supporting technology tools to achieve our customers supply chain management objectives in the areas of process improvements and reduction in total cost of ownership (TCO).

Prudential is able to work with CITY OF TUCSON/NATIONAL IPA to compliment any web-based purchasing platform to identify a standardized range of rental items within each category group as a means to identify category groups for side-by-side product comparisons.

Prudential is able to provide CITY OF TUCSON/NATIONAL IPA reports that at a minimum contain the following information: facility name, complete ship address, product category group code and quantity shipped. Prudential can tailor reports to the CITY OF TUCSON/NATIONAL IPA specific needs. Prudential's Customer Portal offers CITY OF TUCSON/NATIONAL IPA access to the following functions: Search and View Wearers Inventory, View all Wearers, View Scanned Items Reports, Financial Reports, & Invoicing.

We offer single source management, the highest quality of product, proven service procedures, accountability at all levels of management, and over 85 years of experience.

When our agreement is executed, Prudential will assign a Key Account Manager who will be the sole point of contact for this contract. Ashley Carroll will be the Key Account Manager. Ashley (Working with Prudential General Managers) will establish and activate our "Prudential Exclusive" Transition Management Team (TMT). Our TMT's have proven to save our customer's time and money in the transition process.

Prudential's Clean Green initiative is recognized as an industry leading example of the benefits of reusable textile products versus disposables and On Premise Laundries. This initiative aligns with our Company's core values. Prudential has taken significant strides in resource conservation and meeting pollutant reduction goals through this process.

Prudential's response to the City of Tucson RFP and National IPA Exhibit 2 demonstrates Prudential's understanding of this RFP and all that it entails. Prudential is the only company in the RFP that has a fully operational plant located in Tucson. This means your merchandise stays in Tucson to be processed. Prudential employs over 88 fulltime employees in Tucson. We feel that this gives us the competitive edge over our competitors. This allows us to give the highest level of customer service to the Tucson area and explains why Prudential has over 60% of the market share in Tucson. Prudential is looking forward to earning the CITY OF TUCSON/NATIONAL IPA business.



QUALIFICATIONS & EXPERIENCE

Initial Account Establishment

If awarded this contract, there would be no initial startup costs associated with installation. Preparation charges are waived for initial installation, and for 60 days thereafter. (On proposed price and term)

When our agreement is executed, Mitch (Working with Prudential General Manager) will establish and activate our "Prudential Exclusive" Transition Management Team (TMT). Our TMT's have proven to save our customer's time and money in the transition process. The following are highlights and responsibilities of these teams:

The Contract Administrator Mitch Cummins will supervise the transition.

Prudential's Implementation Plan:

TRANSITION MANAGEMENT TEAM (TMT)

DEFINED SCHEDULE FOR THE CITY OF TUCSON

The implementation process will be initiated and monitored by a support team located at the corporate office in Irvine California. The Transition Management Team will consist of an CITY OF TUCSON employee designated as Account Administrator, and a Prudential team of TMT Coordinator Specialists. Prudential will dedicate a Contract Administrator Mitch Cummins to the CITY OF TUCSON account for the entire transition period and will be responsible for managing all Prudential and ASN serviced CITY OF TUCSON locations throughout the entire term of the service agreement. The function of the TMT will be to ensure a Zero-defect implementation with an emphasis in minimizing lost and damage charges by exiting vendors.

A team of Prudential representatives will be assigned to each CITY OF TUCSON delivery point. The local MT will consist of a Service Manager and a Route Manager and will be supported by a local

Customer Service Team. Each local TMT will contact and meet with their assigned CITY OF TUCSON location to implement the Rental Services Program and will continue the local business relationship after the installation.

Critical issues that will be addressed in the Transition Management Team process:

- Customizing the Implementation Process to CITY OF TUCSON unique situation.
- Communication of the CITY OF TUCSON Garment or Dust Control Services Program to CITY OF TUCSON and Prudential employees.
- Approval of personalized emblems and embroidery.
- Forecasting and building inventory for installations at all CITY OF TUCSON locations.
- Lead times for garments and other rental items.
- Establishing the date of installation/conversion for each individual location.
- Conducting individual location walk-throughs to identify areas to be serviced and determine the best methods to provide service.
- Defining key contacts for CITY OF TUCSON internal communication, status reports and updates.

Prudential will adhere to the following steps to guarantee a smooth and successful implementation of your program at all CITY OF TUCSON locations.

1. Prudential's CITY OF TUCSON Contract Administrator will meet with CITY OF TUCSON to discuss key issues and needs, establish direct links of communication between each location and Prudential management.
2. Implementation Plan will be presented to CITY OF TUCSON for approval.
3. Local TMT teams will be assigned to each CITY OF TUCSON location.
4. CITY OF TUCSON TMT packages will be sent to all involved Prudential personnel.

5. Customized Introduction Packages will be sent to key associates at each CITY OF TUCSON location.
6. TMT members will coordinate all TMT logistics with assigned CITY OF TUCSON representatives and Prudential's CITY OF TUCSON Contract Administrator.
7. Prudential teams will contact local management and discuss key issues and confirm dates for installation.
8. Local TMT members will complete garment and dust control walk-thru and location set-up.
9. Prudential's CITY OF TUCSON Contract Administrator will follow-up with local Customer Service Centers and Prudential manufacturing facilities to assure all orders are placed, received and shipped.
10. Each local TMT will complete and forward a final implementation checklist to Prudential's CITY OF TUCSON Contract Administrator.
11. Each CITY OF TUCSON location will be contacted by local TMT a minimum of ten (10) days prior to installation.
12. Local TMT members will inventory existing vendor inventories and forward results to TMT Chairman who will review with Primary CITY OF TUCSON contact. This will occur at weeks one (1) and two (2). The purpose of the inventory is to verify and document existing inventories for the purpose of eliminating undocumented loss and damage charges from exiting vendors.
13. Prudential's CITY OF TUCSON Contract Administrator will hold a final conference call with all local implementation teams to discuss any remaining issues.
14. Installation occurs.
15. Local TMT Teams will conduct a twenty-four (24) hour and one (1) week follow-up survey with local CITY OF TUCSON employees at each location.
16. Locally assigned TMT members will remain local CITY OF TUCSON facilities' point of contact.

Service Qualifications

Prudential Overall Supply possesses the financial, technical, organizational and managerial resources to successfully execute a contract of this size and scope for the existing CITY OF TUCSON geographic areas that align with Prudential's service area.

- a. Prudential currently serves more than 42,000 customers.
 - b. Prudential employs a national account management strategy to handle customers with multiple site requirements for delivery, billing, communication and measurement (customer satisfaction surveys and continuous improvement for quality, billing and satisfaction).
2. Prudential's national account management team employs processes and supporting technology tools to achieve our customers supply chain management objectives in the areas of process improvements and reduction in total cost of ownership (TCO).
 3. Prudential is able to work with CITY OF TUCSON to compliment any web-based purchasing platform to identify a standardized range of rental items within each category group as a means to identify category groups for side-by-side product comparisons.
 4. Prudential is able to provide CITY OF TUCSON reports that at a minimum contain the following information: facility name, complete ship address, product category group code and quantity shipped.

Cost Avoidance

Prudential has implemented and continues to offer our customers creative cost avoidance / cost reduction programs for national recognized customers. For example:

- Prudential has numerous value-added services and products we offer at no charge our customer. In services we offer advice, recommendations, and technical expertise in solving problems, assisting with solutions, and/or improving efficiency.
- In products, we offer the highest quality products available in our industry. Maintaining quality and availability for Prudential Overall Supply's pipeline of rental merchandise was the driving influence in Prudential's partnering with VF Imagewear as our primary provider of image uniforms. We provide a higher quality, longer lasting shirt and pant than is available elsewhere in the marketplace, it benefits both our customer and Prudential.
- We offer all cabinets and tools needed to use the rental merchandise at no charge. If we rent CITY OF TUCSON dust mop, we provide the handle. If we rent wet mop, we provide the handle, etc. We sleeve the dust mop on the frame prior to delivering the product. This saves CITY OF TUCSON employees time and money in doing so themselves. The following are other value-added services offered at no charge.

Prudential currently runs an analysis report for national customers. This report list the cost of current product by location and employee if applicable. It also list any ancillary charges, it highlights new approved items, or employees. Prudential is then able to use this historical data to provide the customer with a month to month analysis so that we can adjust inventory to actual need instead of a fixed amount.

- **Customized Logos:** We design and manufacture your logos, embroidered or silk screened, to enhance your company image.
- **Direct Service:** Our facilities are strategically located to provide fast, efficient, quality service.
- **Cost Control:** Our primary tool in the weekly management of your garment inventory is our Garment Control List (GCL). Our GCL is an exclusive Prudential Overall Supply document that is generated for each garment delivery for all CITY OF TUCSON delivery locations. The GCL contains all route information identifying each location by Prudential Route, Servicing Plant, Day of Delivery, and CITY OF TUCSON's delivery location.
- The GCL lists all employees by name and man #. If the garment is being delivered in bulk, it can list the man item by description of product. The GCL will match the weekly delivery invoice's Man#, Name, Product, etc.
- The GCL is primarily used as a tool for counting and inspection of each garment. It also provides a record of any needed repairs, replacements, physical garment inventories, size changes, and upgrades. Upon arrival at a CITY OF TUCSON location, the Customer Sales Representative (CSR) will check in with the appropriate manager to verify any changes for the week (added wearers, cancellations, transfers, change in product, etc.).
- Before departing the site, the location manager or designated representative will be briefed on the contents of the pickup, and a copy of the GCL will be available for the location manager. The original GCL will return to Prudential to accompany and track the garments through the processing cycle for the next week's delivery.

- Prudential will look at historical data of the customer usage and determine if adjustments need to be made. These adjustments can result in a cost savings or in an increase to better serve and meet the customer's actual needs.
- To allow for consistent weekly billing, Prudential's Budget Protection Program will eliminate the need to ever have to pay for a lost or damaged uniform.
- Our Total towel delivery program to maintain towel inventories, will also reduce invoice fluctuations by building in an agreed to loss and damage percentage.
- The primary benefit of Prudential Overall Supply and our ASN network is the fact that we are customer focused, not shareholder focused. This is how we are able to make a difference in the service that our customers receive.

Prudential plans to pass on cost savings to CITY OF TUCSON through our Supply Chain management and our Value Add services. For example: Prudential has invested heavily in technology over that past six years: Oracle computing platform, ABS route accounting software, CSR handheld devices that run ABS software, Sage SLX CRM software, Universal Tracking route tracking software, Route Solutions route optimization software and ABS customer portal software. All IT upgrades designed to make Prudential a leader which translates into increased customer satisfaction and cost reduction.

National Account Management

Prudential's management of national accounts consists of a combination of personnel from our various processing plants and our corporate national accounts' section. Management of the CITY OF TUCSON accounts that we are proposing in this response would be accomplished utilizing our long time established Major Account Management Program. This program is structured as follows:

Your account would be designated a Multi 1 account internally within Prudential Overall Supply, and we would designate a single Contract Administrator for all your locations. This designation as a Multi 1 account would activate the following internal actions at all your locations:

1. Standardize all pricing and merchandise at all locations in accordance with our agreement.
2. It would automatically prohibit any pricing change or the addition of any merchandise not listed on the agreement at the local service area.
3. It would automatically generate a requirement for a semi-annual on site management visitation from our servicing plants management team.

The responsibility highlights of Prudential's Contract Administrator are:

1. The Contract Administrator would be CITY OF TUCSON corporate primary point of contact for contractual or service issues.
2. Is responsible for the overall management of all CITY OF TUCSON locations.
3. Will work directly with CITY OF TUCSON corporate Account Administrator.
4. Would be responsible for providing any requested management monthly reports to CITY OF TUCSON corporate.
5. Will make sure Prudential is in compliance at all times.

Inventory

Prudential service personnel will be available to assist in establishing or validating your inventory requirements.

Inventory will be established based on the number of workdays per week or number needed each day.

Day-to-Day Operations

Delivery

Deliveries will be made direct, via Prudential truck, by a certified Customer Service Representative.

Towel Maintenance Control

Automatic Inventory Maintenance is utilized to maintain inventory levels and account for lost and damaged towels. A predetermined and agreed to percentage of towel inventory, usually 3%-6% will be charged weekly to account for loss and damage. No additional charges will occur beyond this.

Types of Chemicals & Towel Washing Process

Step	Time	Water Level	Temp	Steam	Hot Gal.	Cold Gal.	Total	Drain Time	Chemical	Handled Quantity	Cost Temp Therms
1	Break	15.00	Fresh	10	140	Yes	435.7	0.5	435.7 Sewer 1.00 Injection 1 EMAX Alkal-800a. EMAX Detquat-320a.		
2	Carryover	4.00	Fresh	10	140	Yes	136.7	0.5	136.7 Sewer 1.00		140
3	Flush	2.00	Fresh	20	140	Yes	272.1	0.0	272.1 Sewer 1.00		140
4	Flush	2.00	Fresh	20	140	Yes	272.1	0.0	272.1 Sewer 1.00		140
5	Flush	2.00	Fresh	20	140	Yes	272.1	0.0	272.1 Sewer 1.00		140
6	Blotch	0.30	Hot	10	140	No	136.7	0.0	136.7 Sewer 1.00 Injection 2 EMAX Kact-80a. Gleach-800a.		
7	A/c Rinse	2.00	Fresh	20	140	No	272.1	1.00	272.1 House 1.00 Injection 3 Peroxide-80a.		
8	Scuz	4.00	Fresh	10	140	No	136.7	1.00	136.7 House 1.00 Injection 4 Turbo-80-16oz.		
9	Extract	1.00		0		No	0.0	0.0	0.0 None 0.00		0 0.00
10	Shakeout	1.00		0		No	0.0	0.0	0.0 None 0.00		0 0.00
11	Extract	2.00		0		No	0.0	0.0	0.0 None 0.00		0 0.00

0 Drains	Gallons	Usage	Soiled CRT
Sewer	1,825	Hot Water	1,825
Reuse	468	Cold Water	468
Recycled	8	Reuse Water	8
		Recycled	0
		Total Water	1,934
		Gas Therms	9.60
		Chemicals	
		Totals	

Formula 14-3E-Whit. Towel Class 1-Op Class 1 800 lb
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The chart above displays how Prudential washes and process its soiled merchandise that is collected from the customer. Every wash cycle has a specific formula, a certain temperature, water level. This process ensures that the merchandise that is returned to the customer is the cleanest in the industry. All of the chemicals used are hypo-allergenic. This process is used to clean uniforms, mats, aprons, towels, mops etc.

Soil Collection Point

Each soil collection area will contain an "Eye Opener" chart in the garment storage area. This is a unique feature developed by Prudential to establish a direct line of communication between CITY OF TUCSON employees and our Customer Sales Representatives (CSR). It involves service tags, and instructions both in English and Spanish, used to alert the CSR to garments requiring repairs, replacements, or other significant information. The system works as follows:

- Charts, with tags, are provided at each location. Employees are briefed on how to use them.

- An employee completes a tag whenever there is a service request, and attaches it to the garment (s), needing service.
- The tag is permanently attached to the garment during the processing cycle. This tag routes the garment to mending, or another action department, where the service action is completed (In Line Repair).
- The garment repair is verified by the CSR when the clean delivery is made.

There are many advantages to this system; hard to locate repairs are found, individual communication is established without the requirement of being physically present, eliminates late pieces and shortages, and makes your employees aware that Prudential cares!

Soil Sort, Inspection and Repairs

All garments and accessories will be visually inspected during soil sort prior to washing. Any garment showing signs of damage such as fading, discoloration, missing snaps, rips, tears or holes will be set-aside for repair and re-washing. Repairs are made on the soiled side after soil separation at the processing facility. All loads are segregated by garment type.

Garments will be replaced when they become "Beyond Repair" as established by CITY OF TUCSON guidelines. Typically, a damaged beyond repair garment is a garment that has been damaged in such a manner that it no longer meets the established criteria for the purpose intended. Prudential Overall Supply will review all beyond repair (BR) garments with designated CITY OF TUCSON personnel and your designated manager will make the final decision on the continued use of questioned garments. Garments damaged beyond repair will be returned to your designated representative.

Garments that require replacement due to normal wear will be replaced at no charge to CITY OF TUCSON
Garments damaged by CITY OF TUCSON employees requiring replacement will be

replaced and billed to CITY OF TUCSON at the listed replacement value.

Prudential Overall Supply is one of the few companies in our industry to physically hand count all uniforms. We record all uniform counts on our Garment Control List (GCL). A copy of the list is provided to our customer and copies are kept of file at the Prudential Servicing plant. In the event of a shortage, copies of the GCL can be audited to see if and where the loss occurred. If it is agreed that a loss has occurred and it's been traced to the customer, it will be communicated to our customer ahead of the next week's invoice that a loss charge will occur.

Prudential Overall Supply offers Budget Protection program that will eliminate any and all charges for lost, damaged, prep and lettering. In return for a slightly higher rental rate, all charges for lost and damages uniforms are covered. This is a great program that allows for consistent week-to-week billing and eliminated excessive fluctuations in weekly invoices due to lost and damaged uniforms.

Service Cycle

Prudential will dedicated a full staff to service for all locations and delivery points of CITY OF TUCSON's garments and related merchandise through the Prudential Service Cycle listed below:

**ATTACHMENT "F"
PRUDENTIAL'S SERVICE CYCLE**

COMPLETE SERVICE CYCLE

SERVICE CYCLE BEGINS >

1. PICK UP

The Prudential Staff will come to your work or home to pick up the garments. The staff will inspect the garments for any damage or missing items and will provide a receipt for the items.

2. SOIL SORT

The garments are sorted according to soil type and color. This allows for the most efficient washing and drying process.

3. WASHING

The garments are washed in a pre-determined formula and then by the total weight of the load for maximum efficiency in the wash cycle.

4. DRYING

The garments are dried according to the drying classification.

5. PANT PRESSING

The pants are pressed at no additional charge to the customer.

6. SHIRT PRESSING

The shirts are pressed at no additional charge to the customer.

7. IN-LINE REPAIR

Shirts & Pants are then taken to the In-Line repair station for repairs if needed which is done in house for garment traceability.

8. INDIVIDUAL GARMENT 2D BARCODE ID

The garments are scanned by their 2-D Barcode which routes the garments by day, account number and then employee number.

9. SUPER INSPECTOR

The garments are inspected for any damage or missing items and will provide a receipt for the items.

10. DISTRIBUTION

The garments are delivered to the customer's work or home.

11. DELIVERY

The garments are delivered to the customer's work or home.

"Is there anything else I can do for you today?"



1. Garments are picked inspected for repairs and accounted for.
2. They are then taken back to the Prudential plant to be soiled sorted according to classification.
3. They are then placed into the right batch to be washed by a pre-determined formula and then by the total weight of the load for maximum efficiency in the wash cycle.
4. They are then taken to the dryer for drying according to the drying classification.
5. Pants are then taken to the pant press for pressing at no additional charge to the customer.
6. Shirts are then taken to shirt press for pressing at no additional charge to the customer. Shirts & Pants are then taken to the In-Line repair station for repairs if needed which is done in house for garment traceability.
7. Then garments are scanned by their 2-D Barcode which routes the garments by day, account number and then employee number.

8. Then all garments run through the Super Inspector that inspects for repairs and quality that weren't identified by the customer or the Prudential CSR.

9. Once garments pass the Super Inspector inspection they are routed to the customer service representative trucks for distribution by day, account number and then employee number.

10. The Prudential delivers the clean merchandise to the customer and the Prudential Service Cycle starts all over again.

Uniform Classification

Class 1 - Perfect: Perfect garments, which may or may not be new. No stains, mends, repairs or discoloration.

Used for those customers who meet the public, supervisory personnel and those who are in general manufacturing and allied industries where the risk of damage would be slight. Example: Service writers, route drivers, supervisors, and small business owners. Exceptions must be approved by General Manager.

Class 2 - Stock; Stock garments. Light stains, light mend. No spots noticeable from more than 5 feet, no repairs greater than one inch in length, no more than 3 small repairs per pair. Minimal color loss through age and may have lost some body or shape. Use for those customers who do average work where the rate of wear and tear, and the risk of damage will be normal. For customers who do not work with permanent soiling materials such as glues, resin or paints. Example: Service station attendants, general factory employees.

Class 3 -Utility: Utility garments. Color of utility garments is not guaranteed. Stains and mends little life left. Repairs up to 3 inches in length. May have permanent stains. Used for those customers where the risk of damage would be great and no damage responsibility is established. Example: Radiator and plating shops, acid plants, steel plants, roofers, carpet layers, and tire shop personnel.

New Hires

The Customer Service Representative will size new employees during the weekly servicing of each location.

Services:

Rental:

- Prudential's rental program is a "full service" program with the following benefits:
- Prudential provides all rental items with no initial investment.
- Prudential assumes inventory management responsibility and absorbs inventory requirement fluctuations.
- Prudential makes weekly pick-up and deliveries as scheduled with.

- Prudential performs all rental program maintenance requirements during the term of agreement to include: new employee garment size measurements and issue, size changes, cleaning, inspection, repairs and replacements (at no charge due to normal wear).

- Prudential returns to stock items no longer needed and re-issues those serviceable items when possible. This will save valuable storage space and will prevent from becoming a garment issue and recovery warehouse.

- All rental inventory items are managed, monitored and remain the property of Prudential Overall Supply. This allows Prudential to monitor usage, replacements, repairs, etc. and quickly make inventory adjustments based on need.

Lease:

- Prudential provides all lease items with no initial investment.

- Like our Rental Program, this offers huge benefits when there are large quantities of garments involved.

- Prudential assumes inventory management responsibility and absorbs inventory requirement fluctuations.

- Prudential makes weekly pick-ups and deliveries as scheduled with .These pick-ups and deliveries include: new employee measurement and issue, size changes, inspection, repairs and replacements (at no charge due to normal wear).

- Prudential "Returns to Stock" those items no longer needed and re-issues those serviceable items when possible. This saves valuable storage space and prevents the customer from becoming a garment issue and recovery warehouse.

- All leased inventory items remain the property of Prudential Overall Supply.

Direct Purchase:

- Prudential's on line store provides a full range of direct purchase options.

- Prudential will distribute the uniforms and accessories to your employees.

- Prudential is capable of setting-up direct sale purchase programs with our distributors on a site by site basis to supplement the full rental or lease programs.

- CITY OF TUCSON owns the merchandise and is responsible for inventory investment.

Value Adds

Prudential has numerous value-added services and products we offer at no charge our customer. In services we offer advice, recommendations, and technical expertise in solving problems, assisting with solutions, and/or improving efficiency.

In products, we offer the highest quality products available in our industry. Maintaining quality and availability for Prudential Overall Supply's pipeline of rental merchandise was the driving influence in Prudential's partnering with VF Imagewear as our primary provider of image uniforms. We provide a higher quality, longer lasting shirt and pant than is available elsewhere in the marketplace, it benefits both our customer and Prudential.

We offer all cabinets and tools needed to use the rental merchandise at no charge. If we rent CITY OF TUCSON dust mop, we provide the handle. If we rent wet mop, we provide the handle, etc. We sleeve the dust mop on the frame prior to delivering the product. This saves CITY OF TUCSON employees time and money in doing so themselves. The following are other value-added services offered at no charge.

Shirts and Pants Pressed: Prudential presses all shirts and executive pants.

Inspection and Repair: Ongoing inspection throughout the processing cycle ensures consistency in cleaning, finishing, mending and replacement.

Garment Replacement: Garments are replaced as needed, not when convenient or at specific intervals.

Customized Logos: We design and manufacture your logos, embroidered or silk screened, to enhance your company image.

Direct Service: Our facilities are strategically located to provide fast, efficient, quality service.

To allow for consistent weekly billing, Prudential's Budget Protection Program will eliminate the need to ever have to pay for a lost or damaged uniform.

Our Total towel delivery program to maintain towel inventories, will also reduce invoice fluctuations by building in an agreed to loss and damage percentage.

The primary benefit of Prudential Overall Supply and our ASN network is the fact that we are customer focused, not shareholder focused. This is how we are able to make a difference in the service that our customers receive.

Quality of Products & Expertise

Prudential Overall Supply and VF Imagewear have a strategic partnership that enables us the ability provides our customers with the highest quality uniforms in the uniform industry. VF Imagewear is a part of VF Corporation, the largest apparel company in the world

VF retail brands include Wrangler®, The North Face®, Lee®, Nautica®, Vans®

VF Imagewear industrial brands include Red Kap®, Bulwark® Protective apparel, and others...

80+ years of leadership in work apparel.

Prudential Overall Supply and Medline have a partnership which allows us to provide the best in Healthcare uniforms to our customers with the finest quality of garments in North America. America's largest privately held national manufacturer and distributor of health care supplies and services. Medline is the largest privately held medical supplier in the United States. For over 47 years they manufactured and distributed over 125,000 medical and surgical products to healthcare institutions and retail markets. Since 1966 they have been lending there hand to the healthcare industry with its many patents and innovation the healthcare industry has soared. Our partnership with Medline ensures that our customers are receiving the best in class of healthcare supplies.

Accountability

Prudential employs two (2) route accounting software packages. 1st: measures route efficiencies; stem time, engine idle time, acceleration, braking, speed and related measurements. All are set with acceptable ranges, and if out of acceptable range exception reports are flagged and proper action is taken. 2nd: route optimization software enhances route density which saves on the number of required routes, eliminates routing crossover and ultimately saves on fuel as well as enables routes to be better positioned to have more time with customers.

Garments are visually inspected to determine wear and tear. Garments are also inspected to meet the customer criteria set by the customer using the "Customer Inspection Requirement Instruction" form. Garments not meeting either criterion are replaced.

Nationwide Coverage:

In addition to Prudential Overall Supply being a founding member of Apparel Services Network (Detailed below), we have a fully staffed National Accounts Sales Administration Department for the coordination of incoming as well as outgoing sub-contract situations. This allows a single point of contact for our national account customers, which allows efficiency for service inquiries, service performance, and the overall management of the account. For the need to sub-contract in locations outside of the ASN service area, Prudential Overall Supply has established and trusted business relationships with numerous national and independent laundry providers throughout the United States.

Apparel Services Network:

For over seven decades, our customers have turned to us to enhance their market-brand recognition. Our staff, in partnership with some of the largest manufacturers of apparel in the world have designed developed and brought forth to market some of the most recognized customer apparel in the world. Those same customers have now requested us to “manage” their entire national program, copy exact, in states that we traditionally did not offer direct coverage. It is with that challenge in mind that we developed the Apparel Services Network (ASN). The ASN is comprised of four industry founding families, whose core competencies align. These four companies, who’s individual histories spans over 70 years and collectively combine over 300 years of service, are all second and third generation family managed companies that have established regional dominance. ASN’s executive board which is comprised of each company’s respective leaders meets each quarter to ensure that ASN is meeting or exceeding customer expectations! They ensure that our unique brand of “local management” as well as our approach to “giving the customer what they want” is not only met but improved upon. Imagine, your account is managed by a company leader. To ensure customer satisfaction, we will utilize our Customer Visitation process.

Customer Visitation and Program Review

User satisfaction will be ensured via Prudential's Customer Visitation Program, quarterly on site visits, complaint receipt and resolution management program and senior management satisfaction surveys.

Prudential Overall Supply, through our Customer Visitation process, conducts periodic reviews of up to 18 areas of the service that we provide. Here is a summary:

Management Communication (Customer Visitation)

Quarterly, Prudential's local Sales and Service manager will make an appointment and meet with each CITY OF TUCSON location manager in his/her service area. The purpose of this meeting will be to conduct a formal survey of Prudential's service. Prudential management will use a Prudential Customer Visitation (CV) form to conduct this survey. The CV form covers the following topics:

1. Service rendered by Prudential's Customer Sales Representative
2. Service rendered by Prudential Management and office personnel
3. Our eye opener tag system
4. Merchandise repair
5. Merchandise replacement
6. Condition of Lettering
7. Quality of Merchandise
8. Garment fit
9. Control of Lost and Damage charges
10. Proper Inventories
11. Shortages
12. Removal of Hangers

13. Additional Prudential Services
14. Accounts Receivable
15. Additional Locations
16. Review of Invoices
17. Overall Satisfaction
18. Other comments or areas that need attention

Results for all locations will be consolidated and as part of our quarterly visitation by our Contract Administrator, Mitch Cummins, they will be discussed. Based on the results of this meeting action plans would be developed, if needed.

Invoicing and Payment

Prudential Overall Supply accounting system is an Oracle based system that offers the latest in invoicing and accounting technology.

Current methods of payment are:

Prudential uses the EFT format N.A.C.H.A. (National Automated Clearing House Association).

EDI

Prudential supports the following EDI transactions and has the capability of supporting other transactions upon request:

- 850: PO
- 977: Transmission acknowledgement
- 860: PO Change
- 810: Invoice
- 820: Payment

Prudential accepts corporate credit cards such as Visa and MasterCard, Level II. Prudential also accepts the American Express Corporate Purchasing System.

Monthly invoices may be set up by individual location or for all locations. They may be customized dependent upon your desires.

Quality Control

Since 1982, Prudential continues to employ our QIP (Quality Improvement Process) system. The QIP provides an opportunity for all employees to participate in Prudential's quality process. The QIP emphasis is on improvement opportunity identification, implementation, communications, measurement and prevention at every location.

QIT (Quality Improvement Team). It is the policy of Prudential that every location has a Quality Improvement Team. Meetings are held monthly. QIT members can include any member within the location organization.

CAT (Corrective Action Team). It is the responsibility of the QIT to determine areas for improvement and to appoint a CAT to provide the investigation and to make recommendations regarding a specific area for improvement.

OFI (Opportunity for Improvement). This program provides all Prudential employees with an opportunity to submit ideas for improvement. The OFI form lists the types of ideas that can be submitted, such as: improve quality, reduce costs, reduce waste, improve safety, save energy, improve environment, improve morale, save time, improve production, improve service, improve methods, increase sales, customer satisfaction or any other issue. Each manager is responsible to review all OFI's on a timely basis and take appropriate action.

In addition, Prudential's top-level management is deeply involved in the QIP program and conduct program reviews twice each year. Not all topics need be addressed at all meetings, provided all topics are covered at least once each calendar year. Meeting attendees will include the Senior Vice President, Regional Vice President-Prudential Cleanroom Services and Quality Assurance Manager. Other individuals may be invited

to attend, depending upon the required input and expertise from the various departments. These invitees (and their functional areas) include: Vice President of Human Resources – Training (training), Director of Human Resources (HR issues), Director of Purchasing (purchasing), Vice President of Sales & Marketing (customer requirements). Other standing invitees include, but are not limited to: Chairman of the Board and the President and Vice President of Finance. These final three invitees need not be present, but will be copied on all minutes of Management Review of the Quality System. Minimum topics that must be covered are: The Quality Policy, Customer Retention, ISO Certification Status of Cleanroom Plants, Overview of Individual Plant Operational Reviews, Overview of Training Topics and Hours, Summary of Internal Audits, Summary of Nonconformities, Corrective Action Summaries and the Review of Resource Needs.

Environmental Sustainability

POS Clean Green Program (green sustainability program) Prudential Overall Supply is committed to the Clean Green Movement. Our core values align with the core values of being a greener company. We want to try to improve and do what's right in the long-term for the environment, our customers, our employees and the communities that we operate within. Prudential's Clean Green initiative provides a green solution compared to home wash and disposable products. Action Plan -Showcase Clean Green with our customers and suppliers. - Contribute positively to the Clean Green Movement -Remain focused on Clean Green sustainability through a continuous improvement process. Building Blocks towards environmental stewardship As a Laundry ESP (Environmental Stewardship Program) member, POS has dedicated significant efforts working to accomplish the program's resource conservation and pollutant reduction goals.

Prudential Overall Supply follows the following BMP's (Best Management Practices) to help accomplish the Company's Clean Green goals:

- Waste Minimization, Reuse and Recycling
- Recycling Program
 - Pallets
 - Plastics
 - Hanger Reclamation Energy Efficiency, Conservation and Management
- Energy Efficient Equipment
 - Washers
 - Dryers
 - Ironer
 - Heat Reclaimer
- Energy Efficient Lighting
 - Sensor Timers Lighting
 - Sky Lights

- **Preventative Maintenance for Equipment**
 - Annual Air Leak Inspections for Boilers
 - Boiler Tune-ups o Meter Calibrations
- **Management of Freshwater Resources**
 - Water Reuse Systems o Wastewater Management
 - Minimal Chlorinated-Chemical Use
 - POTW Discharge Compliance (where applicable)
- **Efficiency o Route Optimization**

Clean Green Certification

Prudential Overall Supply is First Industrial Laundry Chain Worldwide to Earn TRSA *Clean Green* Certification

IRVINE, Ca. June 4, 2012—Prudential Overall Supply's commitment to environmental protection practices throughout its entire operation has won unique recognition from TRSA, which is leading the textile services industry to new heights in sustainability. Prudential's Company-wide industrial laundry processing facilities have been distinguished as the first multi-location laundry operation that TRSA has certified to its *Clean Green* international standard. The Prudential chain has met TRSA's requirements for achieving efficiencies in water and energy conservation and adopting best management practices for reusing, reclaiming and recycling resources.

The certification gives Prudential's customers third-party verification that the uniforms, floor mats, towels, mops and other reusable textiles that they get from Prudential are laundered in an environmentally friendly manner.

"Contracting with Prudential for textile services is a statement of conscientiousness about natural resources and a commitment to sustainability," stated Joseph Ricci, TRSA president and CEO. "Choosing a *Clean Green* laundry is part of managing a supply chain with maximum environmental protection in mind."

More business owners and operators are modifying their production technologies, processes and work habits to improve efficiency and conserve our natural resources, Ricci observed. "*Clean Green* prompts them to consider how their choices of outsourced functions such as laundry affect their total environmental impact," he added.

Businesses that choose work uniform rental service and linen supply from textile services companies—as opposed to requiring employees to wash work clothes at home or using smaller on-premises or commercial, non *Clean Green* laundries for linens—have chosen the superior route for minimizing natural resources depletion.

TRSA's new certification helps organizations find the best choices in this respect. Laundry facilities such as Prudential's with the highest-speed, largest-capacity equipment are most likely to exceed *Clean Green* standards due to such machinery's energy and water efficiencies. Just as important, because these industrial-scale laundries have hundreds or even thousands of customers, these facilities are large enough to economically deploy the latest technologies for removing pollutants, recovering heat, reusing rinse water and other resource-saving functions.

Tom Watts, President of Prudential Overall Supply, states, "Prudential is committed to the Clean Green movement. Our core values align with the core values of being a greener company. We want to try to improve and do what's right in the long-term for the environment, our customers, our employees and the communities we operate within. The TRSA Clean Green international certification only reinforces Prudential's commitment to environmental stewardship."

About Prudential Overall Supply: Family owned and operated since 1932, Prudential Overall Supply has been providing reusable textile products for businesses. Prudential now serves over 25,000 businesses through a network of 27 locations in eight states (Arizona, California, Colorado, Massachusetts, Nevada, New Mexico, Texas & Virginia). Prudential is dedicated to enhancing our customers' image for the best dollar value. By providing premium work uniforms, career apparel and casual wear, Prudential is able to outfit your entire organization. This on-time weekly service also addresses your facility's image and safety requirements by offering floor mats, wiping towels and restroom products and related supplies.

About TRSA and the Textile Services Industry: Based in Alexandria, Va., TRSA represents the \$16-billion textile services industry that employs nearly 200,000 people at more than 2,000 facilities nationwide. These companies provide laundered textiles and other products and services that help businesses project a clean and attractive public image.

The industry reaches every major business and industrial region, Congressional district and city in the country. Most Americans benefit at least once a week from the cleanliness and safety provided by the industry—through its laundering and delivery of reusable linens, uniforms, towels, mats and other products for the healthcare, hospitality and industrial/manufacturing sectors. TRSA member companies' services minimize environmental impacts on air, water and solid waste disposal while reducing costs for millions of customers.



I. PROPOSAL EVALUATION CRITERIA Q&A

II.

A. Method of Approach

1. National Program. Provide a response to the program.

- a. See Section 4.1
- b. Prudential Complies.
- c. See Section 4.1.

2. Product Offering

a.

Prudential offers the rental, lease and direct purchase of the following items:

1.) Uniforms - Men's & Women's Work Shirts, Pants, Shirts, Jackets & Coveralls; Cotton Jeans; FR Jeans; Denim Shirts; Cotton Shirts, Pants & Coveralls; Executive Shirts & Pants; Flame Resistant Shirts, Pants & Coveralls; Unisex Scrubs Tops & Bottoms; Lab Coat, Short Lab Coat, ESD Lab Coat, ESD Short Lab Coat; Warm Up Jackets, Work Jackets, Flame Resistant Jackets; Surgical Gown, Barrier Gowns; Men & Women Toppers; Chef Coats, Cook Shirts & Cook Pants; HACCP Shirts, Pants & Lab Coats; Polo Shirts; Hi-Visibility Shirts, Pants, & Coveralls.

Prudential offers the rental and cleaning of the following items:

2.) Dust Control - Aprons; Napkins; Micro-Fiber Towels, Shop Towels, Glass Towels, Bar Towel, Grill Pads, Wash Cloths, Bath Towels, Dish Towels, Huck Towels, Printer's Towels, Machinist Towels, Fender/Seat Cover; Micro-Fiber Mops; Microfiber High Reach Dusters; Dust Mops, Wet Mops; Appearance Mats, Scraper Mats, Anti-Fatigue Mats, Logo Mats, Safety Mats, Welcome Mats, Flow-Thru Mats; Restroom & Paper & Soap Supply, Restroom Chemicals, Urinal Screens & Air Fresheners.

Prudential offers the following items to complement our services:



3.) Ancillary Merchandise - Paper Dispensers, Dust Mop Handles, Wet Mop Handles, Hanger Racks, Rolling Garment Racks, Soil Locker Bin, 8 Bank Lockers, Garment ID Hangers Organizer, Hanger Racks, Mop Buckets, Scissor Rack Stand, Laundry Bags.

i. Provide a detailed written response to each requirement describing how your offer will meet the General Requirements of this solicitation for the City of Tucson and the national program.

ii. Prudential is offering the exact merchandise listed within the RFP

iii. Prudential included all discount in its original pricing. Prudential is willing to give the 2.5% rebate to the City of Tucson/National IPA.

b. Provide an overview of the unique technologies that are incorporated into your service products.

Prudential Overall Supply Customer Portal has the following standard functions: Search and View Wearers Inventory, View all Wearers, View Scanned Items Reports, Financial Reports, & Invoicing. Our Customer Portal will include an Account Management allowing you to make service adjustments as you deem necessary. Additionally, changes include improved invoice layout, electronic invoice delivery, and on the spot invoice adjustments. Prudential can tailor special reports and the Customer Portal to meet the customer's specific needs.

Your Customer Sales Representative will now carry a TrakPro™ PDA to facilitate any service adjustment requests. Our new digital method of managing your account allows us to quickly and securely store your service information. The invoice is completed on the PDA, allowing your CSR to make requested adjustments on-site. An authorized signature is then captured on the PDA.

The TrakPro™ PDA Features Include:

- Add employees within your account
- Increase/Decrease your product inventory
- Size changes, product changes, and repairs
- Request Samples
- View Invoice details
- Digitally capture your signature
- Invoice settlement

Another industry innovation is Prudential's recently introduced Garment Maintenance and Loss Program. This program was introduced to provide consistent billing for our customers by eliminating fluctuations, or unforeseen expenses, when lost or damaged uniform charges were



incurred. This program has been well received by our customers by making charges for lost and damaged uniforms a thing of the past.

c. Provide a detailed method for sizing employees. Offeror shall describe method of communication with City departmental representatives, process for sampling items, and number of staff available for sizing.

Please see Qualifications & Experience above.

d. Describe the range of men and women's sizes that you offer.

e.

Prudential will accommodate outsizes. Prudential's standard sizes for men are S-6XL on shirts and 28-54 on pants for men. Prudential's standard sizes for women are 6-26 on shirts and 2-24 on pants. Prudential's standard sizes are most of our competitors outsizes. This is an advantage for Prudential customers because there is no extra charge for the outsizes thus saving our customers money.

3. Service Offering

a. Using Attachment A – Specification and Pricing Workbook. Identify the proposed service products under the City of Tucson's contract and national program.

Uniforms - Men's & Women's Work Shirts, Pants, Shirts, Jackets & Coveralls; Cotton Jeans; FR Jeans; Denim Shirts; Cotton Shirts, Pants & Coveralls; Executive Shirts & Pants; Flame Resistant Shirts, Pants & Coveralls; Unisex Scrubs Tops & Bottoms; Lab Coat, Short Lab Coat, ESD Lab Coat, ESD Short Lab Coat; Warm Up Jackets, Work Jackets, Flame Resistant Jackets; Surgical Gown, Barrier Gowns; Men & Women Toppers; Chef Coats, Cook Shirts & Cook Pants; HACCP Shirts, Pants & Lab Coats; Polo Shirts; Hi-Visibility Shirts, Pants, & Coveralls.

Dust Control - Aprons; Napkins; Micro-Fiber Towels, Shop Towels, Glass Towels, Bar Towel, Grill Pads, Wash Cloths, Bath Towels, Dish Towels, Huck Towels, Printer's Towels, Machinist Towels, Fender/Seat Cover; Micro-Fiber Mops; Microfiber High Reach Dusters; Dust Mops, Wet Mops; Appearance Mats, Scraper Mats, Anti-Fatigue Mats, Logo Mats, Safety Mats, Welcome Mats, Flow-Thru Mats; Restroom & Paper & Soap Supply, Restroom Chemicals, Urinal Screens & Air Fresheners.

b. Describe your policy for monitoring defects and repairing/replacing defective clothing. Describe how defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspections, re-packing, re-shipping or other like expenses.

Prudential will replace defective dispensers, lockers, handles free of charge. If clothing is damaged there will be a damage charge assessed unless an insurance program is selected by the City.



Describe your method for dealing with incorrect orders when the City employee made an error, and also when the error was the fault of the Contractor.

If the City makes an error in ordering and no direct embroidery is involved Prudential will replace the order at no charge to the City. If there is direct embroidery the City will have to buyout that item. If Prudential makes an error in ordering we will replace at no charge to the City.

d. Describe how you will keep the City updated on all available catalogs. As future catalogs are released, how is the City notified? Are these available electronically?

Prudential will send the City the most updated catalog as they are updated. www.Prudentialuniforms.com is electronic and has all of the Prudential merchandise listed.

4. Identify all other companies that will be involved in processing, handling or shipping the service products available under the Contract. Include any subsidiaries or company owned affiliates that may include product or service under the Contract.

Prudential will be the only company providing service to the City of Tucson.

5. Describe the offeror's website capabilities. Identify information customers can access via the offeror's website.

Prudential has an online store and customer portal accessible to our customers both which are on our website. Please see customer portal attachment for capabilities.

6. State any return and restocking policies.

There is no restocking fee or return fee for rental and lease merchandise.

7. Describe offeror's invoicing process. Provide a sample invoice. Indicate any customizations that can be made to invoices. Provide an offeror's representative and contact information for invoicing questions.

Please see sample invoice attached.

8. Describe offeror's delivery commitment.

Prudential has a 99% delivery rate. Our 2-D barcode along with our garment control list makes Prudential one of the best in the industry when it comes to delivery commitment.



9. Customer Service.

- a. Describe offeror's customer service commitment.
- b. Describe customer support available from the offeror. Include availability of call centers, their locations and hours. Include response time guarantees.
- c. Discuss the availability of a dedicated service representative or team, the services they provide and how they help the customer manage their account.
- d. Describe how the offeror approaches and solves customer disputes.
- e. Describe how offeror measures and tracks the success of its customer service
- f. Describe technical support available. Include the location of technical support centers and their hours.

Please see Qualifications & Experience above.

10. Warranty

- a. Describe the warranty period for proposed services.

Prudential warrants all merchandise that is in service.

- b. Submit offeror's warranty program

Prudential offers a service guarantee in written that guarantees merchandise and customer service.

11. Describe service request procedures.

Please see Qualifications & Experience above.

12. Describe offeror's green/sustainability program. Include information on green/sustainable policies, products and certifications.

Please see Qualifications & Experience above. Clean Green Certification.

13. Describe how offeror will maintain account security levels.

Prudential will secure the City of Tucson account through secure billing, uniform traceability, trained screened customer service representatives'.

14. Provide any additional services or products information that offeror intends to use under the contract.

B. Qualifications & Experience

- 1. Provide a brief history and description of your company.

Prudential Overall Supply is a privately held company founded in 1932 in Los Angeles, CA by John D. Clark. Prudential Overall Supply is currently guided by 2nd generation ownership, Dan Clark, Chairman of the Board. Prudential Overall Supply has 85 years of experience in the industrial laundry trade. When



our President, Tom Watts joined the company in 1975, we had 6 plants, 1 Service Center and 600 employees. Today we have 30 Plants, 14 Service Centers, and approximately 1,900 employees. The vast majority of our growth has been organic. Prudential has been servicing Pima County since the 1972.

•On April 11, 2017 Prudential Overall Supply celebrated its 85th anniversary. Prudential Overall Supply is the

largest family owned and independently operated Industrial laundry company in the US.

•Prudential's clean room division, Prudential Clean room Services is Internationally recognized as a leader in providing laundry delivery and processing services to customers manufacturing and operating in critical environments.

•Prudential's Clean Green initiative is recognized as an industry leading example of the benefits of reusable textile products versus disposables and On Premise Laundries. This initiative aligns with our Company's core values. Prudential has taken significant strides in resource conservation and meeting pollutant reduction goals through this process.

•Ultimately, Prudential operates under a clear mandate: "Tell the customer exactly what we can and cannot do. Then, do everything we have promised and expect a fair price for our services. If we all do this, we will grow, retain our customers and prosper." John D. Clark, Founder, Prudential Overall Supply.

2. Provide the total number and location of sales persons employed by your company.

Please see Tucson organization chart attached and read question one above.

3. Provide a summarization of your experience in performing work similar to that outlined in this solicitation.

Prudential has performed work on many accounts with the same size and scope as the City of Tucson. Please see existing like accounts in section 4.1.

Provide a minimum of three state, political subdivision or school district references for which your company has provided services. Include the references' contact person, address, phone number and email address.

Please see Prudential references attached.

4. Provide information regarding if your organization ever failed to complete any work awarded.

Prudential has never failed to complete any award.



5. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization

None.

6. Provide the following information for the offeror's proposed site manager:

- a. Name: Mitch Cummins
- b. Office Phone Number: 520-294-3421
- c. Cell Phone Number: 520-979-1821
- d. Email Address: Mitche@pos-clean.com
- e. Correspondence Address: 4240 S. Freemont, Tucson, AZ 85714

7. Provide an organization chart and the total number of employees in the Tucson area.

Please see attachment A the City of Tucson Organization Chart.

C. Price Proposal

1. Provide price proposal as requested on the Price Workbook attached herein for the City of Tucson and national program.

Please see Tab C Pricing Workbook.

2. Describe how future products will be priced so that they may be offered under the contract.

Future products will be discount according to the discount percentages listed in the Pricing Workbook.

3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

- 4. Will payment be accepted via commercial credit card? Yes No
 - a. If yes, can commercial payment(s) be made online? Yes No
 - b. Will a third party be processing the commercial credit card payment(s)? Yes No
 - c. If yes, indicate the flat fee per transaction \$_____N/A_(as allowable, per Section 5.2.E of Visa Operating Regulations).
 - d. If "no" to above, will consideration be given to accept the card? Yes No
- 5. Does your firm have a City of Tucson Business License? Yes No
If yes, please provide a copy of your City of Tucson Business license.

Please see attachment C POS Tucson Business License.



Tab C - Cost/Price Proposal



CLEAN GREEN
T&E CERTIFIED

City of Tucson Pricing

Pricing provided on National Pricing sheets must be used to determine pricing provided for City of Tucson items and will be verified.

Item	U/M	Description	Vendor ID/Part Number	Size Available	Unit Weekly Rental Cost (Cost for 1)	Unit Weekly Rental Cost for Extended Sizes (Cost for 1)	Rental Cost for 11 Regular Sizes (Unit Weekly Rental Cost x 11)	Rental Cost for 11 Extended Sizes (Unit Weekly Rental Cost x 11)	Purchase Unit Cost
1.	PR	Coveralls, 65% Polyester - 35% Cotton, Long Sleeve, 2 breast pockets, zipper. Colors: Dark Blue, Orange, Light Blue.			0.27	0.27	2.97	2.97	25.00
2.	PR	Coveralls, 65% Polyester - 35% Cotton, Short Sleeve, 2 breast pockets, zipper. Colors: Dark Blue Orange.			0.27	0.27	2.97	2.97	25.00
3.	PR	Coveralls, 100% Cotton, Long Sleeve, 2 breast pockets, zipper. Colors: Dark Blue, Orange, Light Blue.			0.36	0.36	3.96	3.96	27.25
4.	PR	Coveralls, 100% Cotton, Short Sleeve, 2 breast pockets, zipper. Colors: Dark Blue, Orange, Light Blue.			0.36	0.36	3.96	3.96	27.25
5.	EA	Shirts, 65% Polyester - 35% Cotton, Long Sleeve, 7 button closure with top button snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors: Light Blue, White, Navy Blue, Postman Blue, Forest Green, Orange, Khaki, Gray w/Red & White Stripes, Light Gray.			0.108	0.108	1.188	1.188	10.25
6.	EA	Shirts, 65% Polyester - 35% Cotton, Short Sleeve, 7 button closure with top button snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors: Light Blue, White, Navy Blue, Postman Blue, Forest Green, Orange, Khaki, Gray w/Red & White Stripes, Light Gray.			0.108	0.108	1.188	1.188	10.25
7.	EA	Shirts, 100% Cotton, Long Sleeve, 7 button closure with top snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors: White, Light Blue with Dark Blue Pinstripes, Khaki, Light Blue, Light Gray, Traffic Orange.			0.15	0.15	1.65	1.65	15.00

City of Tucson Pricing

Pricing provided on National Pricing sheets must be used to determine pricing provided for City of Tucson items and will be verified.

Item	U/M	Description	Vendor ID/ Part Number	Sizes Available	Unit Weekly Rental Cost (Cost for 1)	Unit Weekly Rental Cost for Extended Sizes (Cost for 4)	Rental Cost for 11 Regular Sizes (Unit Weekly Rental Cost x 11)	Rental Cost for 11 Extended Sizes (Unit Weekly Rental Cost x 11)	Purchase Unit Cost
8.	EA	Shirts, 100% Cotton, Short Sleeve, 7 button closure with top snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors: White, Light Blue with Dark Blue Pinstripes, Khaki, Light Blue, Light Gray, Navy Blue, Postman Blue, Forest Green, Traffic Orange.			0.15	0.15	1.65	1.65	15.00
9.	EA	Shirts, Polo, 100% Spun Polyester Knit fabric, hemmed sleeve, no curl collar, soil release, moisture management, 3 tortoiseshell type buttons. Colors: Determined upon award.			0.205	0.205	2.255	2.255	14.00
10.	EA	Shirts, Polo, 50% Polyester - 50% Cotton, Long Sleeve. Colors: Determined upon award.			0.15	0.15	1.65	1.65	11.60
11.	EA	Shirts, Polo, 50% Polyester - 50% Cotton, Short Sleeve. Colors: Determined upon award.			0.15	0.15	1.65	1.65	11.60
12.	EA	Jacket, Industrial, Zipper Closure. Colors: Dark Blue, Hunter Green.			0.33	0.33	3.63	3.63	23.00
13.	PR	Pants, 65% Polyester - 35% Cotton, perma press, zipper fly with button closure, 4 lined pockets, five (5) 1-1/2" belt loops. Men's and Women's (women's elastic waist shall be optional). Colors: Dark Blue, Hunter Green, Charcoal, additional colors determined upon award.			0.134	0.134	1.474	1.474	11.00
14.	PR	Pants, 100% Heavyweight Denim Cotton, two (2) lined 6" deep front pockets, 2 rear lined pockets, 1 watch pocket, seven (7) 2" belt loops, pre-washed/shrunk, zipper fly with metal post closure, Dickies or equal, Men's and Women's styles (women's elastic waist shall be optional). Colors: Dark blue, Hunter Green, Charcoal.			0.18	0.18	1.98	1.98	16.00
15.	PR	Pant, Painters, 100% Cotton. Color: White.			0.18	0.18	1.98	1.98	16.00
16.	EA	Lab Coat, Industrial, 65% Polyester, 35% Cotton, Long Sleeve, 2 pockets, button down. Color: White.			0.20	0.20	2.20	2.20	20.00

City of Tucson Pricing

Pricing provided on National Pricing sheets must be used to determine pricing provided for City of Tucson items and will be verified.

Item	U/M	Description	Vendor ID/ Part Number	Sizes Available	Unit Weekly Rental Cost (Cost for 1)	Unit Weekly Rental Cost for Extended Sizes (Cost for 1)	Rental Cost for 11-Regular Sizes (Unit Weekly Rental Cost x 11)	Rental Cost for 11-Extended Sizes (Unit Weekly Rental Cost x 11)	Purchase Unit Cost
17.	EA	Patches - City Seal, Cloth, 4" Diameter, stiff backing, sewn onto left shoulder of all shirts and coveralls.	ONE-TIME COST		1.00	1.00	1.00	11.00	Waived on initial installation and up to 60 days thereafter.
18.	EA	Patches - Department Logos, cloth, 3" Diameter, stiff backing, sewn onto right shoulder of all shirts and coveralls.	ONE-TIME COST		1.00	1.00	1.00	11.00	Waived on initial installation and up to 60 days thereafter.
19.	EA	Patches - Park & Recreation, Cloth, 6-1/4" x 4", white background and green lettering and embroidered design per attached example, sewn on left sleeve of shirts and jackets.	ONE-TIME COST		1.00	1.00	1.00	11.00	Waived on initial installation and up to 60 days thereafter.
20.	EA	Patches - Name, Cloth, 1-1/2" x 3-1/2", stiff backing. Sewn approximately 3/4" above wearer's left pocket of all shirts and coveralls.	ONE-TIME COST		0.50	0.50	0.50	5.50	Waived on initial installation and up to 60 days thereafter.
21.	EA	Bath Towels, Absorbent, white, cotton, loop weave, approximately 20" x 40".			0.20	0.20	0.20	2.20	1.74
22.	EA	Dish Towels, White Cotton or Microfiber, approximately 12" x 20".			0.10	0.10	0.10	0.10	1.08
23.	EA	Shop Towel, Standard, Reusable Industrial, 100% cotton, minimum 15" x 17", orange, free of metal cuttings or shavings.			0.05	0.05	0.05	0.55	0.40
24.	EA	Floor Mats, 3' x 4', rubberized backing, good quality, black, gray or brown.			1.20	1.20	1.20	13.20	45.00
25.	EA	Floor Mats, 3' x 5', rubberized backing, good quality, dark blue or black, grey or brown.			1.20	1.20	1.20	13.20	45.00
26.	EA	Floor Mats, 3' x 10', rubberized backing, good quality, dark blue or black, grey or brown.			2.50	2.50	2.50	27.50	83.00
27.	EA	Floor Mats, 4' x 6', rubberized backing, good quality, dark blue, black, mocha, grey or brown.			1.95	1.95	1.95	21.45	71.00
28.	EA	Anti-Fatigue Mats, 2 1/2' x 3', nitrile rubber, black.			0.75	0.75	0.75	8.25	35.76
29.	EA	Scraper Mats, 3' x 5', skid resistant, black			0.90	0.90	0.90	9.90	50.00
30.	EA	Safety Mats, 3' x 5'			1.20	1.20	1.20	13.20	48.00

City of Tucson Pricing

Pricing provided on National Pricing sheets must be used to determine pricing provided for City of Tucson items and will be verified.

Item	U/M	Description	Vendor ID/Part Number	Sizes Available	Unit Weekly Rental Cost (Cost for 1)	Unit Weekly Rental Cost for Extended Sizes (Cost for 1)	Rental Cost for 11 Regular Sizes (Unit Weekly Rental Cost x 11)	Rental Cost for 11 Extended Sizes (Unit Weekly Rental Cost x 11)	Purchase Unit Cost
31.	EA	Flow-Thru Shower Mat, 3' x 5', rubber, slip resistant, black.			0.90	0.90	0.90	9.90	70.00
32.	EA	Prep charges per shirt, coveralls and jacket for removal and reapplication of patches & emblems to garment based on size, color change, or from short sleeve to long sleeve garment permitted one-time per year per City employee.	ONE-TIME COST				1.00	0	N/A
GRAND TOTAL:							51.805	0	

City of Tucson Pricing - City Owned

	U/M	Description	Unit Cost	Extension
	EA	Weekly laundering of City-Owned Jacket, if required.	0.50	0.50
	EA	Weekly laundering of City-Owner Safety Vests, if required.	0.50	0.50
	EA	Application/Sewing of City-Provided Patches to Contractor-furnished clothing , if required.	1.00	1.00

City of Tucson Pricing - Mats

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-50 mats = X% off each mat; 51-300 mats = X% off each mat, etc.

	Rental with Weekly Delivery		Purchase	
	<i>indicate if Rental is not available in a category with "n/a"</i>		<i>indicate if Purchase is not available in a category with "n/a"</i>	
Anti - Fatigue Mats	0-50=20%	51-200=35%	0-50=15%	51-200=25%
Scraper Mats	0-50=20%	51-200=35%	0-50=15%	51-200=25%
Safety Mats	0-50=20%	51-200=35%	0-50=15%	51-200=25%
Flow - Thru Shower Mats	0-50=20%	51-200=35%	0-50=15%	51-200=25%
Bar Mats	0-50=20%	51-200=35%	0-50=15%	51-200=25%
<i>List other product categories not listed above and their corresponding discount</i>				

City of Tucson Pricing - Mops

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 mops = X% off each mop; 101-300 mops = X% off each mop, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a."</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a."</i>
Treated Dust Mops	30%	25%
Wet Mops	30%	25%
Handles for Mops	No Charge.	15%
<i>List other product categories not listed above and their corresponding discount</i>		
Microfiber Mops	30%	25%

City of Tucson - Towels & Linens

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 cloths = X% off each cloth; 101-300 cloths = X% off each cloth, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>
Table Linens & Napkins	20%	15%
Bed Linens	N/A	N/A
Towels and Wiping Cloths	30%	20%
Industrial Towels	30%	20%
Towel Cans	N/C	20%
<i>List other product categories not listed above and their corresponding discount</i>		
Microfiber Towels	30%	20%
Restroom Paper Goods	25%	25%
Air Fresheners	25%	25%
Hand Soap	25%	25%

City of Tucson Pricing - Miscellaneous

State percentage discounts off for the following.	
Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed in the Pricing Workbook.	25%
Catalog(s) Name: 2017 Prudential Overall Supply Catalog	
Catalog(s) Name: _____	
Online Catalog Website: www.prudentialuniforms.com	
Agency Owned Garment - Contractor Laundered	\$0.50 per garment.
Custom embroidering of logos and/or names	Embroidery is quoted by the number of stitches.
Preparation charges per garment for removal and application of new patches and emblems on the same garment, heat sealed or sewn.	\$1.00 per garment.
Removal of patches and emblems from one garment and reapplication on a different garment, heat sealed or sewn.	\$1.00 per garment.
Application of a new patch or emblem to a garment, heat sealed or sewn.	\$1.00 per garment.
Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)	\$1.00 per garment.
Uniform color change per garment (e.g. change one shirt from grey to blue)	
Steam Tunneling garments	No Charge. Included with the service.
Pressing of garments	No Charge. Included with the service.
Garment Loss Protection Program	\$0.07 per garment.
Provide a list of services (and their corresponding fee) to be made available to Contract users not specifically listed elsewhere:	
Garment Damage Protection Program	\$0.03 per garment
Budget Protection Plan (Includes Loss, Damage, Preparation & Lettering Charges). This is Prudential's Flat Rate Plan.	\$0.12 per garment
Describe turnaround time and delivery requirements. Define any additional charges for delivery such as excessive deliveries or remote locations and state additional fees for these types of deliveries.	

Turnaround time is between 2 to 4 weeks on initial install. Thereafter 5 to 10 days. Delivery Charge are based on the percentage of merchandise being delivered. We may not cover some remote areas. Remote areas will be assed on a case by case basis.

One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of uniforms or other products, delivery, laundering, repair and maintenance) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.

Prudential will assign a KAM(Key Account Manager) who will ensure that all custommers under this agreement price structure stays consisten with the pricing stated therein. Our KAM's recieves exception reports every week that will alert if any price or fee's are different than what is contracted. This is how we audit and control the customers account.

Describe how rental uniforms are amortized and how Replacement Charges are calculated.

damage items. If the GMLP program is not accepted at the inception of the program the replacement charge listed therein will be accessed. Prudential offers two other protection programs help fit the customers needs. The Budget Protection Program and the Garment Damage or Maintenance Program that is referenced above.

Describe how emergency requests for uniforms are handled.

a customer calls and has an emergency request for uniforms Prudential can usually turnaround that request within 24 hours providing that the uniforms requested are not abnormal size. If not the same day. Prudential's Key Account Managers are available 24 hours a day for those emergencies that need to be addressed as soon as possible.

Items not specifically listed in catalogs are available under the contract as "specialty items."

National Pricing - Uniforms

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-5,000 shirts = X% off each shirt; 5,001-10,000 shirts = X% off each shirt, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>		Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>	
	Regular Size	Extended Size	Regular Size	Extended Size
Industrial Wear				
Belts	35%	25%	30%	20%
Coveralls	35%	25%	30%	20%
Jackets	35%	25%	30%	20%
Pants	35%	25%	30%	20%
Shirts	35%	25%	30%	20%
Shorts	35%	25%	30%	20%
Safety and Protective Wear (Including Flame Resistant clothing)				
Belts	35%	25%	30%	20%
Coveralls	35%	25%	30%	20%
Jackets	35%	25%	30%	20%
Pants	35%	25%	30%	20%
Shirts	35%	25%	30%	20%
Arc Suit	35%	25%	30%	20%
Vests	35%	25%	30%	20%
Caps and Headwear	35%	25%	30%	20%

Corporate Casual Wear				
Accessories	35%	25%	25%	20%
Belts	35%	25%	25%	20%
Dresses	35%	25%	25%	20%
Jackets	35%	25%	25%	20%
Pants	35%	25%	25%	20%
Polo's and T-shirts	35%	25%	25%	20%
Sweatshirts	35%	25%	25%	20%
Shirts	35%	25%	25%	20%
Skirts	35%	25%	25%	20%
Slacks	35%	25%	25%	20%
Sweaters	35%	25%	25%	20%
Vests	35%	25%	25%	20%
Executive Wear				
Accessories	35%	25%	25%	20%
Belts	35%	25%	25%	20%
Blazers	35%	25%	25%	20%
Blouses/Tops	35%	25%	25%	20%
Dresses	35%	25%	25%	20%
Jackets	35%	25%	25%	20%
Neckwear	35%	25%	25%	20%
Pants	35%	25%	25%	20%
Shirts	35%	25%	25%	20%

Skirts	35%	25%	25%	20%
Slacks	35%	25%	25%	20%
Sweaters	35%	25%	25%	20%
Vests	35%	25%	25%	20%
Healthcare				
Lab Coats	35%	25%	25%	20%
Scrubs, top	35%	25%	25%	20%
Scrubs, pant	35%	25%	25%	20%
Chef and Kitchen Wear				
Aprons	35%	25%	25%	20%
Caps and Headwear	35%	25%	25%	20%
Chef Coats	35%	25%	25%	20%
Neckwear	35%	25%	25%	20%
Chef Pants	35%	25%	25%	20%
Shirts	35%	25%	25%	20%
Food Service				
Aprons	35%	25%	25%	20%
Belts	35%	25%	25%	20%
Blouses/Tops	35%	25%	25%	20%
Caps and Headwear	35%	25%	25%	20%
Shirts	35%	25%	25%	20%
Pants	35%	25%	25%	20%
Shorts	35%	25%	25%	20%

Skirts	35%	25%	25%	20%
Housekeeping				
Aprons	35%	25%	25%	20%
Dresses	35%	25%	25%	20%
Pants	35%	25%	25%	20%
Shirts & Tunics	35%	25%	25%	20%
Outerwear				
Caps and Headwear	35%	25%	25%	20%
Coats	35%	25%	25%	20%
Gloves	35%	25%	25%	20%
Jackets	35%	25%	25%	20%
Sweat Shirts	35%	25%	25%	20%
Swimwear	35%	25%	25%	20%
Other:				
Laundry Racks	no-charge	no-charge	15%	n/a
<i>List other product categories not listed above and their corresponding discount</i>				

State the name of the Price List from which discounts shall be taken: POS 2017 Rental Merchandise Book
 Submit instructions on accessing your on-line Price List or Catalog with your proposal.

National Pricing - Mats

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-50 mats = X% off each mat; 51-300 mats = X% off each mat, etc.

	Rental with Weekly Delivery		Purchase	
	<i>indicate if Rental is not available in a category with "n/a"</i>		<i>indicate if Purchase is not available in a category with "n/a"</i>	
Anti - Fatigue Mats	0-50=20%.	51-200=35%.	0-50=10%.	51-200=20%.
Scraper Mats	0-50=20%.	51-200=35%.	0-50=10%.	51-200=20%.
Safety Mats	0-50=20%.	51-200=35%.	0-50=10%.	51-200=20%.
Flow - Thru Shower Mats	0-50=20%.	51-200=35%.	0-50=10%.	51-200=20%.
Bar Mats	0-50=20%.	51-200=35%.	0-50=10%.	51-200=20%.
<i>List other product categories not listed above and their corresponding discount</i>				

National Pricing - Mops

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 mops = X% off each mop; 101-300 mops = X% off each mop, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>
Treated Dust Mops	30%	25%
Wet Mops	30%	25%
Handles for Mops	No Charge.	15%
<i>List other product categories not listed above and their corresponding discount</i>		
Microfiber Mops	30%	25%

National Pricing - Towels & Linens

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 cloths = X% off each cloth; 101-300 cloths = X% off each cloth, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>
Table Linens & Napkins	20%	15%
Bed Linens	N/A	N/A
Towels and Wiping Cloths	30%	20%
Industrial Towels	30%	20%
Towel Cans	N/C	20%
List other product categories not listed above and their corresponding discount		
Microfiber Towels	30%	20%
Restroom Paper Goods	25%	25%
Air Fresheners	25%	25%
Hand Soap	25%	25%

National Pricing - Miscellaneous

State percentage discounts off for the following.	
Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed in the Pricing Workbook.	25%
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Catalog(s) Name: _____	
Online Catalog Website: www.prudentialuniforms.com	
Agency Owned Garment - Contractor Laundered	\$0.50 per garment.
Custom embroidering of logos and/or names	Embroidery is quoted by the number of stitches.
Preparation charges per garment for removal and application of new patches and emblems on the same garment, heat sealed or sewn.	\$1.00 per garment.
Removal of patches and emblems from one garment and reapplication on a different garment, heat sealed or sewn.	\$1.00 per garment.
Application of a new patch or emblem to a garment, heat sealed or sewn.	\$1.00 per garment.
Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)	\$1.00 per garment.
Uniform color change per garment (e.g. change one shirt from grey to blue)	
Steam Tunneling garments	No Charge. Included with the service.
Pressing of garments	No Charge. Included with the service.
Garment Loss Protection Program	\$0.07 per garment.
Provide a list of services (and their corresponding fee) to be made available to Contract users not specifically listed elsewhere:	
Garment Damage Protection Program	\$0.03 per garment
Budget Protection Plan (Includes Loss, Damage, Preparation & Lettering Charges). This is Prudential's Flat Rate Plan.	\$0.12 per garment
Describe turnaround time and delivery requirements. Define any additional charges for delivery such as excessive deliveries or remote locations and state additional fees for these types of deliveries.	

Turnaround time is between 2 to 4 weeks on initial install. Thereafter 5 to 10 days. Delivery Charge are based on the percentage of merchandise being delivered. We may not cover some remote areas. Remote areas will be assessed on a case by case basis.

One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of uniforms or other products, delivery, laundering, repair and maintenance) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.

Prudential will assign a KAM(Key Account Manager) who will ensure that all customers under this agreement price structure stays consistent with the pricing stated therein. Our KAM's receives exception reports every week that will alert if any price or fee's are different than what is contracted. This is how we audit and control the customers account.

Describe how rental uniforms are amortized and how Replacement Charges are calculated.

damage items. If the GMLP program is not accepted at the inception of the program the replacement charge listed therein will be assessed. Prudential offers two other protection programs help fit the customers needs. The Budget Protection Program and the Garment Damage or Maintenance Program that is referenced above.

Describe how emergency requests for uniforms are handled.

a customer calls and has an emergency request for uniforms Prudential can usually turnaround that request within 24 hours providing that the uniforms requested are not abnormal size. If not the same day, Prudential's Key Account Managers are available 24 hours a day for those emergencies that need to be addressed as soon as possible.

Items not specifically listed in catalogs are available under the contract as "specialty items."



Tab D - Responses to Specifications

National IPA





2.13 Prudential Overall Supply Response to Exhibit A-2 National IPA National Cooperative Contract

Response & Exceptions to Exhibit A 1.0

(1.1) Scope of National Contract

As exhibit C states that either party can terminate after 30 days and any such fees that are owed to supplier are to be paid in full, if Public agency wants to cancel for any reason there will be a buyback to supplier to cover the initial investment of said account.

National IPA Response For National Cooperative Contract

- (1.2) Prudential welcomes National IPA help in marketing the Master Agreement. Prudential welcomes literature for its sales team in regards to the National IPA Master Agreement. When soliciting accounts Prudential will solicit new customers that are a part of the Master Agreement. Prudential will encourage existing customers upon their expiration to convert to the National IPA program. Prudential will offer 2.5% to flat fee to National IPA throughout the life of the Master Agreement.

Exhibit A 2.0

- (1.) Master agreement has received support of executive management team (2.) Will be utilized for all existing National IPA members, and marketed to all agencies. (3.) Existing customers will not be transitioned to Master Agreement until their contract has expired. At that time piggy backing is then allowed. In our industry current contracts can't be interrupted because there is a certain value that must be recouped called ROI. (4.) Prudential Overall Supply reserves the right to make some changes to the Administration Agreement. Prudential agrees to offer the Master Agreement to agencies that are in our coverage area that aren't existing customers with valid agreements with Prudential Overall Supply. Prudential will agree to pay National IPA a certain percent on a contract by contract basis, not limited to the size of such account and the locality in which it relates to delivery area. Prudential will identify an executive corporate sponsor and will assign a KAM (Key Account Manager) to oversee the Master Agreement.

Prudential cannot promise that the Master Agreement is the lowest pricing due the fact that pricing is based on volume as seen in the workbook table for pricing. Therefore Prudential will work with National IPA to get the best pricing for the for National IPA as it relates to continual contract sales. Prudential cannot match lower pricing through a national, state or regional offer from another company but will offer the National IPA pricing that Prudential has set forth in this response to all National IPA members.

Prudential is committed to marketing the Master Agreement. Prudential is also committed to provide our sale force with all of the resources possible to promote the Master Agreement. We will participate in training, webinars etc. from National IPA to gain the necessary knowledge in order to promote the Master Agreement. Prudential will compensate it sale force for sales made to public agencies and offer incentives.

Exhibit Supplier Qualifications 3.0

(3.1) Company

A.) Prudential Overall Supply is a privately held company founded in 1932 in Los Angeles, CA by John D. Clark. Prudential Overall Supply is currently guided by 2nd generation ownership, Dan Clark, Chairman of the Board. Prudential Overall Supply has 85 years of experience in the industrial laundry trade. When our President, Tom Watts joined the company in 1975, we had 6 plants, 1 Service Center and 600 employees. Today we have 30 Plants, 12 Service Centers, and approximately 2150 employees. The vast majority of our growth has been organic.

On April 11, 2017 Prudential Overall Supply celebrated its 85th anniversary. Prudential Overall Supply is the largest family owned and independently operated industrial laundry company in the US.

Prudential's cleanroom division, Prudential Cleanroom Services is internationally recognized as a leader in providing laundry delivery and processing services to customers manufacturing and operating in critical environments.

Prudential's Clean Green initiative is recognized as an industry leading example of the benefits of reusable textile products versus disposables and On Premise Laundries. This initiative aligns with our Company's core values. Prudential has taken significant strides in resource conservation and meeting pollutant reduction goals through this process.

Ultimately, Prudential operates under a clear mandate: "Tell the customer exactly what we can and cannot do. Then, do everything we have promised and expect a fair price for our services. If we all do this, we will grow, retain our customers and prosper." John D. Clark, Founder, Prudential Overall Supply.

B.) The number of locations is 30 locations. The number of sales people is 80. Please see ASN total network coverage attached.

C.) The number of service centers is 12 locations.

D.) Annual sales 2014=158,000,000, 2015= 170,999,000, 2016=181,000,000.

E.) FEIN # 95-153681 Dunn & Bradstreet # 02-857-9803.

Distribution, Logistics 3.2

A.) Prudential Overall Supply can distribute product and services to the following areas: Alabama, Arizona, California, Colorado, Jacksonville FL, Georgia, Maryland, Missouri, Nevada, New Jersey, New Mexico, North Carolina, South Carolina, Tennessee, Austin, El Paso, & San Antonio TX, Virginia, West Virginia. This is Prudential primary coverage area. Through our 30 plants and 12 services Prudential is very well equipped to service these areas of the nation.

B.) Prudential's ASN network and affiliate members gives Prudential nationwide coverage. Through Prudential's ASN network there is one sole agreement that all affiliates abide by. This ensures that standardization is guaranteed nationwide. Prudential is the founding member of the ASN Network. Through acquisition Prudential continues to grow its foot print throughout the country. Prudential acquired Coyne Textile along the eastern seaboard in January 2016. ASN Affiliate Members include: Ace Imagewear, Ace Uniforms, American Wear Uniforms, Clean Uniforms, Clothes Clinic Linen & Uniform Rental, Domestic Uniforms, Phelps Uniforms, Walker's Uniforms & US Linen and Uniforms. See Attachment "B" Prudential's ASN Partners Contact List.

C.) Prudential has 30 plants and 12 services. Prudential will service all of their locations direct without the need for any other vendor to service such areas.

D.) There is a damage charge that is associated with items return which are damaged and a lost charge associated with items that are beyond repair or if it is never returned in upon termination from an employee. The buyback or restocking fee applies to the accounts who cancel for any reason before the term of the contract is fulfilled. If the Garment Maintenance Program is selected there will be no charge for damage or loss garments.

E.) The full line of products and services provided by Prudential are as follows:

Prudential offers the rental, lease and direct purchase of the following items:

- 1.) Uniforms - Men's & Women's Work Shirts, Pants, Shirts, Jackets & Coveralls; Cotton Jeans; FR Jeans; Denim Shirts; Cotton Shirts, Pants & Coveralls; Executive Shirts & Pants; Flame Resistant Shirts, Pants & Coveralls; Unisex Scrubs Tops & Bottoms; Lab Coat, Short Lab Coat, ESD Lab Coat, ESD Short Lab Coat; Warm Up Jackets, Work Jackets, Flame Resistant Jackets; Surgical Gown, Barrier Gowns; Men & Women Toppers; Chef Coats, Cook Shirts & Cook Pants; HACCP Shirts, Pants & Lab Coats; Polo Shirts; HI-Visibility Shirts, Pants, & Coveralls.

Prudential offers the rental and cleaning of the following items:

- 2.) Dust Control - Aprons; Napkins; Micro-Fiber Towels, Shop Towels, Glass Towels, Bar Towel, Grill Pads, Wash Cloths, Bath Towels, Dish Towels, Huck Towels, Printer's Towels, Machinist Towels, Fender/Seat Cover; Micro-Fiber Mops; Microfiber High Reach Dusters; Dust Mops, Wet Mops; Appearance Mats, Scraper Mats, Anti-Fatigue Mats, Logo Mats, Safety Mats, Welcome Mats, Flow-Thru Mats; Restroom & Paper & Soap Supply, Restroom Chemicals, Urinal Screens & Air Fresheners.

Prudential offers the following items to complement our services:

- 3.) Ancillary Merchandise - Paper Dispensers, Dust Mop Handles, Wet Mop Handles, Hanger Racks, Rolling Garment Racks, Soil Locker Bin, 8 Bank Lockers, Garment ID Hangers Organizer, Hanger Racks, Mop Buckets, Scissor Rack Stand, Laundry Bags.

Marketing and Sales 3.3

A.) Prudential has a Implementation plan for new multi-location accounts. Prudential will put together it's TMT(Transition Management Team for each account that is added to the Master Agreement.

- i.) Executive leadership team has approved the endorsement and the sponsorship of the award as the public sector go-to-market strategy within the first 10 days.
- ii.) Prudential will welcome material from National IPA but will do its own training in regards to its sales force.

B.) Prudential will share with National IPA its current implementation program with National IPA and is willing to listen to what National IPA strategy is to market the Master Agreement. Prudential will participate in the coverage area of the nation stated above within this response.

- i.) Prudential will support to National IPA doing a press release. Prudential will also do press releases as well.
- ii.) Prudential does not display contract details or publish them for everyone to see besides who the agreement is intended for. For example if it will only share the National IPA agreement with National IPA members. Contact information of Prudential contact on National IPA site is allowed.
- iii.) Prudential will work with National IPA to come up with some marketing material. Prudential and National IPA marketing departments can work hand in hand to develop the best marketing campaign.
- iv.) Prudential will agree to participate in trade shows.
- v.) Prudential will participate in NIGP Annual forum.
- vi.) Comply.
- vii.) Comply.
- viii.) Comply.

C.) Prudential has an implementation plan that will guarantee a smooth transition however existing public agency customers of Prudential must wait until their current contract expires before we can transition them to the Master Agreement provided that they are a member of National IPA. Prudential cannot disclose any of its cooperative contracts as to the ownership of the agreements are between the customer and Prudential. But if National IPA provides a list of such said members upon expiration of existing agreements Prudential can release such information to National IPA as there isn't a ownership in place anymore. Currently National IPA is Prudential's only cooperative. Prudential is focused and committed to the growth of this cooperative agreement with National IPA.

D.) Comply.

E.) I thru IV Comply.

F.) Comply with the I thru III as long as Prudential trains its own sales people and it does it on Prudential scheduled time.

- G.)
- I. Marketing Contact: Jerry Martin VP of Marketing (949)250-4855.
 - II. Sales Contact: Sam Ross National Account Executive (949) 237-0895.
 - III. Financial Reporting Ashley Carroll Key Account Manager (949) 250-4855.
 - IV. Sales Support Sam Ross National Account Executive (949) 237-0895.
 - V. Contracts Sam Ross National Account Executive (949) 237-0895.

H.) Our national sales team has a Sr. National Account Executive. His name is Sam Ross contact information is listed above. He handles all of the National Accounts. He is responsible for pricing and RFP responses and putting together national programs for companies. Eva Cesario is our National Direct Sales Executive. Her contact information is (949) 250-4855. Dean Killion is the Director of Sales.

I.) Our national sales team is very hands on in regards to working with clients. Both National Account Executive & National Direct Sales will work closely with National IPA to strategize and come up with creative marketing plan to promote growth within the spirit of Prudential beliefs. We will have an Initial meeting to make sure we are headed in the right direction. We will set up follow conference calls to follow on the growth. We will also be able to have electronic reporting call exception reports to ensure that the Master Agreement stays in tact as growth occurs.

J.) Prudential's management of national accounts consists of a combination of personnel from our various processing plants and our corporate national accounts' section. Management of the National IPA accounts that we are proposing in this response would be accomplished utilizing our long time established Major Account Management Program. This program is structured as follows:

Your account would be designated a Multi 1 account internally within Prudential Overall Supply, and we would designate a single Key Account Manager for all your locations. This designation as a Multi 1 account would activate the following internal actions at all your locations:

1. Standardize all pricing and merchandise at all locations in accordance with our agreement.
2. It would automatically prohibit any pricing change or the addition of any merchandise not listed on the agreement at the local service area.

3. It would automatically generate a requirement for a semi-annual on site management visitation from our servicing plants management team.

The responsibility highlights of Prudential's Key Account Manager are:

1. The KAM would be National IPA corporate primary point of contact for contractual or service issues.
2. Is responsible for the overall management of all National IPA locations.
3. Will work directly with National IPA corporate Account Administrator.
4. Would be responsible for providing any requested management reports to National IPA corporate.

We currently manage national accounts with our Key Account Manager A New accounts are installed in a timely fashion from 2 to 4 weeks depending upon the size of the account. If there are out sizes it may delay install by a couple of more weeks.

Prudential's Customer Portal is the support tools that help you effectively manage your account. Our website will include an Account Management portal allowing you to make service adjustments as you deem necessary. Additionally, changes include improved invoice layout, electronic invoice delivery, and on the spot invoice adjustments.

Your Customer Sales Representative will now carry a TrakPro™ PDA to facilitate any service adjustment requests. Our new digital method of managing your account allows us to quickly and securely store your service information. The invoice is completed on the PDA, allowing your CSR to make requested adjustments on-site. An authorized signature is then captured on the PDA.

The TrakPro™ PDA Features Include:

- Add employees within your account
- Increase/Decrease your product inventory
- Size changes, product changes, and repairs
- Request Samples
- View Invoice details
- Digitally capture your signature
- Invoice settlement

Prudential's Garment Maintenance and Loss Program is a huge value add to our customers. This program was introduced to provide consistent billing for our customers by eliminating fluctuations, or unforeseen expenses, when lost or damage uniform charges were incurred. This program has been well received by our customers by making charges for lost and damaged uniforms a thing of the past.

K.) Prudential currently service \$1,456,000.00 annually with in municipality agreement that are able to use the City of Tucson/NIPA cooperative agreement now. Prudential currently holds another 3,500,000.00 in annually revenue that can take advantage of the City of Tucson/NIPA in the near future . Prudential has been very successful working with cooperative BDM's to transition over our existing customers to the cooperative agreement once their agreements have expired with Prudential. The following municipalities are ready to transition to a cooperative now:

Participating Agency Name
Orange County Fire Authority
Laguna Beach County Water
Irvine Ranch Water District
City of Palm Desert
CITY OF TUCSON
Washington Suburban Sanitary Commission Coyne
City of Hermosa Beach
City of Cedar Park
City of Tucson
City of Roseville
Indio Juvenile Hall
North of the River Recreation and Park District
City of Santa Clarita
City of Long Beach
Orange County Sanitation District
County of San Diego
District of Columbia, Public Works
City of Thousand Oaks
City of Lincoln
University of New Mexico
City of Anaheim
Pinetop Lakside Public Works
Neighborhood Healthcare
City of Oxnard- Maintenance

L.) Prudential Overall Supply Customer Portal has the following standard functions: Search and View Wearers Inventory, View all Wearers, View Scanned Items Reports, Financial Reports, & Invoicing. Our Customer Portal will include an Account Management allowing you to make service adjustments as you deem necessary. Additionally, changes include improved Invoice layout, electronic Invoice delivery, and on the spot invoice adjustments. Prudential can tailor special reports and the Customer Portal to meet the customer's specific needs.

Your Customer Sales Representative will now carry a TrakPro™ PDA to facilitate any service adjustment requests. Our new digital method of managing your account allows us to quickly and securely store your service information. The invoice is completed on the PDA, allowing your CSR to make requested adjustments on-site. An authorized signature is then captured on the PDA.

The TrakPro™ PDA Features Include:

- Add employees within your account
- Increase/Decrease your product inventory
- Size changes, product changes, and repairs
- Request Samples
- View Invoice details
- Digitally capture your signature
- Invoice settlement

Another industry innovation is Prudential's recently introduced Garment Maintenance and Loss Program. This program was introduced to provide consistent billing for our customers by eliminating fluctuations, or unforeseen expenses, when lost or damaged uniform charges were incurred. This program has been well received by our customers by making charges for lost and damaged uniforms a thing of the past.

M.) Prudential can offer 2.5% of contract sales to National IPA throughout the life of the Master Agreement.

N.) In the event that a public agency solicits Prudential services and they are not a part of National IPA, Prudential reserves the right to use or not use National IPA Master Agreement pricing.

- i. Always.
- ii. Comply.
- iii. Comply.
- iv. Comply.

Prudential strategies when responding to a solicitation that is an National IPA member is to use the Master Agreement price structure at all times.

Response Exceptions to Exhibit B Terms And Conditions

1.) Comply.

2.) There are some changes to Master Agreement.

3.) Comply.

4.) National IPA acts as contract administrator for National IPA Master Agreement and its certified customers.

5.) Although National IPA makes no guarantees on minimum purchases by Participating or Principal Public agency Prudential will require that some type of minimum purchase must be met in order to execute a contract.

Term of Agreement

6.) If a Principal Public Agency or Participating Public Agency breach the Master Agreement by nonpayment or by not compiling to items listed in paragraph 5 to Supplier. Supplier is not obligated to compensate National IPA for such loss business for the term of the Master Agreement. Only accounts that are in good standard with supplier National IPA will be compensated for.

6a.) Prudential shall have the right to enter local service agreements with agencies piggybacking the CITY OF TUCSON/National IPA contract so long as the effective date of the service agreement is prior to the expiration of the City of Tucson contract. All local service agreements established in the last three years of the CITY OF TUCSON/National IPA contract shall terminate on or before the 30th month after the City of Tucson contract expiration. National IPA shall receive an administrative fee, as outlined in the Administration Agreement, through the entire term of any local service agreements.

National Promotion

7.) Prudential will promote the availability of the Master Agreement with public agencies that are aren't engaged in a current agreement with supplier.

8.) In order for Supplier to service under Master Agreement public agency must be certified with National IPA.

9.) Prudential doesn't have a problem with marketing but must get approval for such marketing where a cost is associated to Prudential. Prudential marketing is budgeted the previous year for the current year.

Prudential Overall Supply

Confidential

12/5/2016

10

Quarterly Fees & Monthly Reporting

10.) Prudential will offer National IPA 2.5% throughout the life of the Master Agreement.

11.) Prudential will not be held financially responsible for audits performed by National IPA on Prudential.

12.) Prudential can pay administration fees quarterly.

13.) Prudential produces exception reports weekly to catch any discrepancy from billing and contract pricing.

General Provision

14.) Prudential agrees to the Master Agreement for National IPA except what is stated in this response.

15.) Comply.

16.) Comply.

17.) Comply.

18.) Comply.

19.) Comply.

20.) Comply.

Exhibit E

Prudential prefers to do quarterly reports.

Exhibit F

Prudential coverage area is what is stated in this response to National IPA Distribution, Logistics 3.2.

Excel Pricing Workbook

Discounts are listed according to the example formulas provided by National IPA in the tabs.

National Pricing is the same as pricing for Principal CITY OF TUCSON.



Tab E - Appendices




CLEAN GREEN
TASA CERTIFIED

CONFIDENTIAL INFORMATION

REMOVED

ATTACHMENT "C"

PRUDENTIAL'S CITY OF TUCSON BUSINESS LICENSE



City of Tucson

License Certificate

License Number: 0082268

Type: Coin-Operated Laundries and Drycleaners

Issue Date: January 20, 2017

Expiration Date: December 31, 2017

Business Name and Tucson Mailing Address:

PRUDENTIAL OVERALL SUPPLY INC
PO BOX 11210
SANTA ANA, CA 92711-1210

Owner:

PRUDENTIAL OVERALL SUPPLY INC

This license / permit is non-transferable and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSIDERED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

RECEIVED

JAN 21 2017

CHAP

Non-Transferable

0082268

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: PRUDENTIAL OVERALL SUPPLY INC Located At: 4740 S FREMONT AV, TUCSON, AZ 85714

Effective: January 01, 2017

Please refer to license number in all correspondence.

By: *Jeff K. Berland*
CFO/Assistant City Manager



ATTACHMENT "D"

PRUDENTIAL'S UNIFORM CLASSIFICATION

1. **Class 1 - Perfect:** Perfect garments, which may or may not be new. No stains, mends, repairs or discoloration. Used for those customers who meet the public, supervisory personnel and those who are in general manufacturing and allied industries where the risk of damage would be slight. Example: Service writers, route drivers, supervisors, and small business owners. Exceptions must be approved by General Manager.
2. **Class 2 - Stock;** Stock garments. Light stains, light mend. No spots noticeable from more than 5 feet, no repairs greater than one inch in length, no more than 3 small repairs per pair. Minimal color loss through age and may have lost some body or shape. Use for those customers who do average work where the rate of wear and tear, and the risk of damage will be normal. For customers who do not work with permanent soiling materials such as glues, resin or paints. Example: Service station attendants, general factory employees.
3. **Class 3 -Utility:** Utility garments. Color of utility garments is not guaranteed. Stains and mends little life left. Repairs up to 3 inches in length. May have permanent stains. Used for those customers where the risk of damage would be great and no damage responsibility is established. Example: Radiator and plating shops, acid plants, steel plants, roofers, carpet layers, and tire shop personnel.



ATTACHMENT "F"

PRUDENTIAL'S SERVICE CYCLE

COMPLETE SERVICE CYCLE

SERVICE CYCLE BEGINS >



1. PICK UP

Your customer Sales Representative carries a device to facilitate any service adjustment requests. Our digital method of managing your account allows us to quickly and securely store your service information.



3. WASHING

- We process by soil classification.
- Computerized water wash equipment.



4. DRYING

The intake is completed on the device allowing your CSR to make requested adjustments on-site. An authorized signature is then captured.



2. SOIL SORT

- Type of fabric.
- Type of soil.
- Special process needs.



6. SHIRT PRESSING

- We individually press in dustrial as well as executive shirts with the traditional form press method:
- Reduces the wrinkles.
 - Detailed finish to the collar.
 - Superior method of pressing.



7. IN-LINE REPAIR

The drying process is conducted by utilizing energy efficient equipment calibrated to gain maximum garments life.



5. PANT PRESSING

- We individually press all executive pants with topper and leg presses:
- Minimizes wrinkles.
 - Defines the creases.



9. SUPER INSPECTOR

Prudential employs final repair Super Inspectors to ensure 100% complete delivery.



10. DISTRIBUTION

The garment repair stations are located within the flow of the press line. The eye opener repair tag allows your employee to point out specific repair and service needs. The tag is attached to the garment throughout the cleaning process to ensure your repaired garments are delivered the following week. You remove the tag to insure the repair was completed properly.



8. INDIVIDUAL GARMENT 2D BARCODE ID

By your account number, delivery day, route and employee ID numbers.



11. DELIVERY

The garments are delivered by the Customer Sales Representative to your location. The garment barcode verifies that what was picked up is delivered as promised, cleaned, pressed and repaired.

"Is there anything else I can do for you today?"



ATTACHMENT "F"

PRUDENTIAL'S SERVICE CYCLE

1. Garments are picked inspected for repairs and accounted for.
2. They are then taken back to the Prudential plant to be soiled sorted according to classification.
3. They are then placed into the right batch to be washed by a pre-determined formula and then by the total weight of the load for maximum efficiency in the wash cycle.
4. They are then taken to the dryer for drying according to the drying classification.
5. Pants are then taken to the pant press for pressing at no additional charge to the customer.
6. Shirts are then taken to shirt press for pressing at no additional charge to the customer.
7. Shirts & Pants are then taken to the In-Line repair station for repairs if needed which is done in house for garment traceability.
8. Then garments are scanned by their 2-D Barcode which routes the garments by day, account number and then employee number.
9. Then all garments run through the Super Inspector that inspects for repairs and quality that weren't identified by the customer or the Prudential CSR.
10. Once garments pass the Super Inspector inspection they are routed to the customer service representative trucks for distribution by day, account number and then employee number.
11. The Prudential Customer Service Representative delivers the clean merchandise to the customer and the Prudential Service Cycle starts all over again.



ATTACHMENT "H"

PRUDENTIAL'S SAMPLE INVOICE



INVOICE

Page 1 of 1



Plant's Location: 4240 South Fremont Ave., Tucson, Az 85714
 Remit Payment: PO BOX 11210, Santa Ana, CA 92711-1210
 Telephone 520-294-3421 Fax 520-294-7952
 Customer Sales Rep: JENN MEYERS

Invoice Number: 210889610
 Invoice Date: 05/23/2017

Deliver To: 22123608 FIRE STATION 1 255 W. ALAMEDA, 6TH FLOOR TUCSON, AZ 85710	Charge Bill To: # 167426	CITY OF TUCSON FIRE DEPARTMENT 720 E. AJO WAY TUCSON, AZ 85713
---	--------------------------	--

Wearer	Description	Mdse.	Product Description	Service	Bi	Unit	Amount
		9033	MAT 3X5 BROWN	Rent	2	2.00	4.00
		9043	MAT 4X6 BROWN	Rent	2	4.00	8.00
		9792	TOXIC PURPLE SHOP TOWEL	Rent	100	0.08	8.00
		9315	PERFORMANCE DUST MOP-BLUE 50"	Rent	5	1.00	5.00
24	JOHN	7842-44	NAVY WORK SHIRT	Rent	11	0.20	2.20
24	JOHN	7344-44	NAVY WORK PANT	Rent	11	0.20	2.20
				Rent	4	0.000	
						Service Total	\$ 30.40
						Sales Tax	\$
						Invoice TOTAL	\$ 30.40

PO NUMBER

This invoice is in accordance with your Service Rental Agreement. Please forward to your Accounts Payable Department.
 Payment Terms: 30 days from invoice date or upon receipt of monthly statement. Thank you for the opportunity to serve!



ATTACHMENT "K"
PRUDENTIAL'S CUSTOMER PORTAL

CUSTOMER PORTAL



ATTACHMENT "K" CONT.
PRUDENTIAL'S CUSTOMER PORTAL



ABS Customer Portal

Financial, Garment and Scan Reporting



ATTACHMENT "K" CONT. PRUDENTIAL'S CUSTOMER PORTAL



Available Functions:

- Search and View Wearers Inventory
- View all Wearers
- View Scanned items Reports
- Financial Reports
- Invoice Accessibility



ATTACHMENT "K" CONT. PRUDENTIAL'S CUSTOMER PORTAL



Web Enabled Reporting

150 150 Los Angeles (Cleanroom)

02/18/2013 08:42:20 A

Wearer Inventory

Sort Order	Department										
Show Weavers	All										
Customer:	4157806	City of Tucson									
Department:	1										
Wearer:	:5	SHOP COAT LTBL									
Function:	:										
						Admin Number	:	Cupboard / Locker	:		
						Cost center	:-	Garment dispenser	:		
Description	Size	Max Inventory	Chang. p/week	Circ. Inv	Modifi- cation	Start Date	End Date	Finishing Method	Emblem template		
UNISEX LAB COAT LONG - C-3 - L	LG	47	47	44	0	07/01/2010	-	-	-		
UNISEX LAB COAT LONG - C-3 - L	MED	31	31	30	0	07/01/2010	-	-	-		
UNISEX LAB COAT LONG - C-3 - L	XLG	87	87	92	0	07/01/2010	-	-	-		
UNISEX LAB COAT LONG - C-3 - L	2XLG	55	55	56	0	07/01/2010	-	-	-		
Total products per Employment	1	220		222							
Wearer:	:105	SHOP COAT YELLO									
Function:	:										
						Employment	:	Cupboard / Locker	:		
						Admin Number	:	Garment dispenser	:		
						Cost center	:-	-	:		
Description	Size	Max Inventory	Chang. p/week	Circ. Inv	Modifi- cation	Start Date	End Date	Finishing Method	Emblem template		
UNISEX LAB COAT LONG - C-3 - Y	LG	14	14	14	0	07/01/2010	-	-	-		
UNISEX LAB COAT LONG - C-3 - Y	MED	9	9	9	0	07/01/2010	-	-	-		
UNISEX LAB COAT LONG - C-3 - Y	SM	3	3	4	0	07/01/2010	-	-	-		
UNISEX LAB COAT LONG - C-3 - Y	XLG	14	14	22	0	07/01/2010	-	-	-		
UNISEX LAB COAT LONG - C-3 - Y	2XLG	9	9	9	0	07/01/2010	-	-	-		
UNISEX LAB COAT LONG - C-3 - Y	3XLG	4	4	4	0	07/01/2010	-	-	-		
Total products per Employment	1	53		62							
Total products per Department	1	273		284							
Total products per Customer	4157806	273		284							



ATTACHMENT "K" CONT. PRUDENTIAL'S CUSTOMER PORTAL



Web Enabled Reporting Garments Per Wearer

Sort Order: Department
 Show Modifications: No
 Show Flags: No
 Show Wearers: All

Customer: 41578062 RAYTHEON E03/P1430
 Department: 1
 Wearer: 5 City of Tucson
 Function:
 Item: 1
 Number:
 Cost center:
 Cupboard/Locker:
 Garment dispenser:
 Date Active: 07/01/2010
 Date Inactive:

ID Code	Product Code	Description	Size	Req Nr.	Issue Date	Number of W Rep	Last Scandate	Issue Reason	Cust Own
159000000575372	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	42	2	02/13/2013	R1	N
159000000575374	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	35	0	07/11/2012	R1	N
159000000575375	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	1	0	09/22/2006	R1	N
159000000575376	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	29	0	02/06/2013	R1	N
159000000575377	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	38	0	11/27/2012	R1	N
159000000575379	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	41	0	11/27/2012	R1	N
159000000575380	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	19	0	11/10/2010	R1	N
159000000575381	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	22	0	02/29/2012	R1	N
159000000575382	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	11	0	05/28/2009	R1	N
159000000575383	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	36	1	12/28/2012	R1	N
159000000575384	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	22	0	02/01/2011	R1	N
159000000575385	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	4	0	07/13/2007	R1	N
159000000575388	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	34	0	01/30/2013	R1	N
159000000575389	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	33	0	06/20/2012	R1	N
159000000575390	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	17	0	06/02/2009	R1	N
159000000575391	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	27	0	07/25/2012	R1	N



ATTACHMENT "K" CONT. PRUDENTIAL'S CUSTOMER PORTAL



Web Enabled Reporting

02/16/2012 12:03:03 PM

Extended Scan Report per Wearer

Customer : 50828505 **City of Tucson**
Department : 1

Wearer	ID-code	Product	Size	Transaction	Scan date	Year	Week	Day	Time			
2 RAMIRO ALONSO 08000845178		WRAP AROUND SMOCK-NAVY 65/35	L	Regular SS Assigned via Issue from Stock with WO	02/08/2011	2011	7	TU	07:26:13			
				Outscan via Outscan Work Order in Batch	02/08/2011	2011	7	TU	07:33:50			
				In Circ by Delivery Assigned Item	02/08/2011	2011	7	TU	07:33:51			
				In Circ by Start Date Assigned Item	02/11/2011	2011	7	FR	20:44:58			
4 JESUS ARROYO 08000419484 08000709480		UNISEX LAB COAT LONG-80/20/PCS	48	Regular 4 Return to Stock	07/25/2011	2011	31	MO	08:48:58			
				Assigned via Issue from Stock with WO	07/25/2011	2011	31	MO	07:43:05			
				Outscan via Outscan Work Order in Batch	07/25/2011	2011	31	MO	08:08:02			
				In Circ by Delivery Assigned Item	07/25/2011	2011	31	MO	08:08:03			
				In Circ by Start Date Assigned Item	07/29/2011	2011	31	FR	21:24:39			
				6 LEVI BERGHEA, GERHARD 08000433545 08000433548 08000433547 08000433546 08000433549 08000433550 08000554932	WRAP AROUND SMOCK-NAVY 65/35	3XL	Regular Return to Stock	05/24/2011	2011	22	TU	07:29:28
							Regular Return to Stock	05/24/2011	2011	22	TU	07:27:06
							Regular Return to Stock	05/24/2011	2011	22	TU	07:27:42
Regular Return to Stock	05/24/2011	2011	22				TU	07:29:41				
				Regular Return to Stock	05/24/2011	2011	22	TU	07:28:59			
				Regular Return to Stock	05/24/2011	2011	22	TU	07:27:31			
				Regular Return to Stock	05/24/2011	2011	22	TU	07:27:20			
				32 JUAN ELIAS 08000419248 08000720582	WRAP AROUND SMOCK-NAVY 65/35	XXL	Regular Rigged with In Circ	08/22/2011	2011	35	MO	08:01:18
Assigned via Issue from Stock with WO	08/22/2011	2011	35				MO	07:19:01				
Outscan via Outscan Work Order in Batch	08/22/2011	2011	35				MO	07:35:07				
In Circ by Delivery Assigned Item	08/22/2011	2011	35				MO	07:55:08				
				In Circ by Start Date Assigned Item	08/28/2011	2011	35	FR	21:29:49			

00 MARTIN CONTRAS



ATTACHMENT "K" CONT. PRUDENTIAL'S CUSTOMER PORTAL



Web Enabled Reporting Invoice Accessibility



INVOICE
Page 1 of 1



Plant's Location: 4240 South Fremont Ave., Tucson, Az 85714
Remit Payment: PO BOX 11210, Santa Ana, CA 92711-1210
Telephone 520-294-3421 Fax 520-294-7952
Customer Sales Rep: JENN MEYERS

Invoice Number: 210889610
Invoice Date: 05/23/2017

Deliver To:	Charge	Bill To: #
21123608	167426	
FIRE STATION 1 255 W. ALAMEDA, 6TH FLOOR TUCSON, AZ 85710		CITY OF TUCSON FIRE DEPARTMENT 720 E. AJO WAY TUCSON, AZ 85713

Wearer	Description	Mat.	Product Description	Service	Bi	Unit Charge	Amount
		9033	MAT 3XS BROWN	Rent	2	2.00	4.00
		9043	MAT 4XS BROWN	Rent	2	4.00	8.00
		9792	TEXAS PURPLE SHOP TOWEL	Rent	100	0.08	8.00
		9315	PERFORMANCE DUST MOP-BLUE 50"	Rent	5	1.00	5.00
24 JOHN	7842-44		NAVY WORK SHIRT	Rent	11	0.20	2.20
24 JOHN	7344-48		NAVY WORK PANT	Rent	11	0.20	2.20
						0.00	
Service Total							\$ 30.40
Sales Tax							\$
Invoice TOTAL							\$ 30.40

PO NUMBER

This invoice is in accordance with your Service Rental Agreement. Please forward to your Accounts Payable Department.
Payment Terms: 30 days from invoice date or upon receipt of monthly statement. Thank you for the opportunity to serve!



CONFIDENTIAL INFORMATION

REMOVED

ATTACHMENT "N"

TRANSITION PLAN
FOR
CITY OF TUCSON



ATTACHMENT "N" CONT.

TRANSITION PROCESS

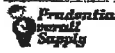


ATTACHMENT "N" CONT.

- Defined schedule for CITY OF TUCSON
- CITY OF TUCSON Transition Management Team timeline:

Critical issues that will be addressed in the Transition Management Team process.

- Customized Transition Process
- Communication of the Managed Program
all key personnel
- Validate and lead times inventory requirements
- Conducting individual location walk-through
to identify service requirements
- Approval of TMT plan
- Define CITY OF TUCSON key contacts

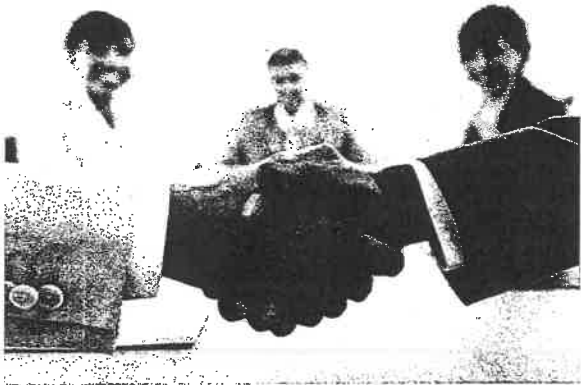
	COMPANY POLICIES & PROCEDURES SALES & SERVICE	Number: 0009 Page: 1 of 4 Date: 01/21/01 Revised: N/A
Subject: Transition Management Team (TMT)		
<p>1. Purpose: To establish procedures for a Transition Management Team for new customers of current customers with new locations requiring assistance in transitioning inventory services with their current vendor to Prudential Overall Supply.</p> <p>2. Scope: This Policy & Procedure applies to all Plant and Service Centers.</p> <p>3. Reference Documents:</p> <ul style="list-style-type: none"> 1. New Account Checklist - Indiana Division, CPP 9010 2. New Account Checklist - Charlotte Division, CPP 6142 3. Multi Plant Account, CPP 7010 4. New Account Checklist, York 10554 5. New Account Checklist, York 10554 6. TMT Final Implementation Checklist, Form 10164 7. Customer File, CPP 1211 <p>4. Definitions:</p> <ul style="list-style-type: none"> 4.1 Transition Management Team: A team of Prudential employees assigned in writing to assist customers in transitioning their inventory services from a competitor to Prudential Overall Supply. 4.2 Account Administrator: A person assigned the responsibility of administering the vendor relationship at the customer as agreed upon by Prudential Overall Supply. 4.3 TMT Leader: A person designated by a plant's General Manager to oversee the responsibilities of the transition for that service plant. 4.4 TMT Specialist: A person designated by a plant's General Manager to be a member of a Transition Team to assist the local TMT Leader with meeting the customer requirements. <p>5. Roles & Responsibilities:</p> <ul style="list-style-type: none"> 5.1 TMT Specialist: 5.1.1 Establish and Implement 		



ATTACHMENT "N" CONT.

WELCOME TO THE PRUDENTIAL FAMILY!

Where we provide your business a seamless OnBoarding experience.



Prudential's exclusive "OnBoarding" program covers all the details throughout the process.

You'll never have to guess where your new installation order is. We'll keep you up to date!

We make sure the products and inventories on order are exactly what you expect, at exactly the right amount, on exactly the right day...your day.

Customer OnBoarding Checklist*

The checklist addresses 10 critical steps that are essential for a successful new Customer OnBoarding Experience.

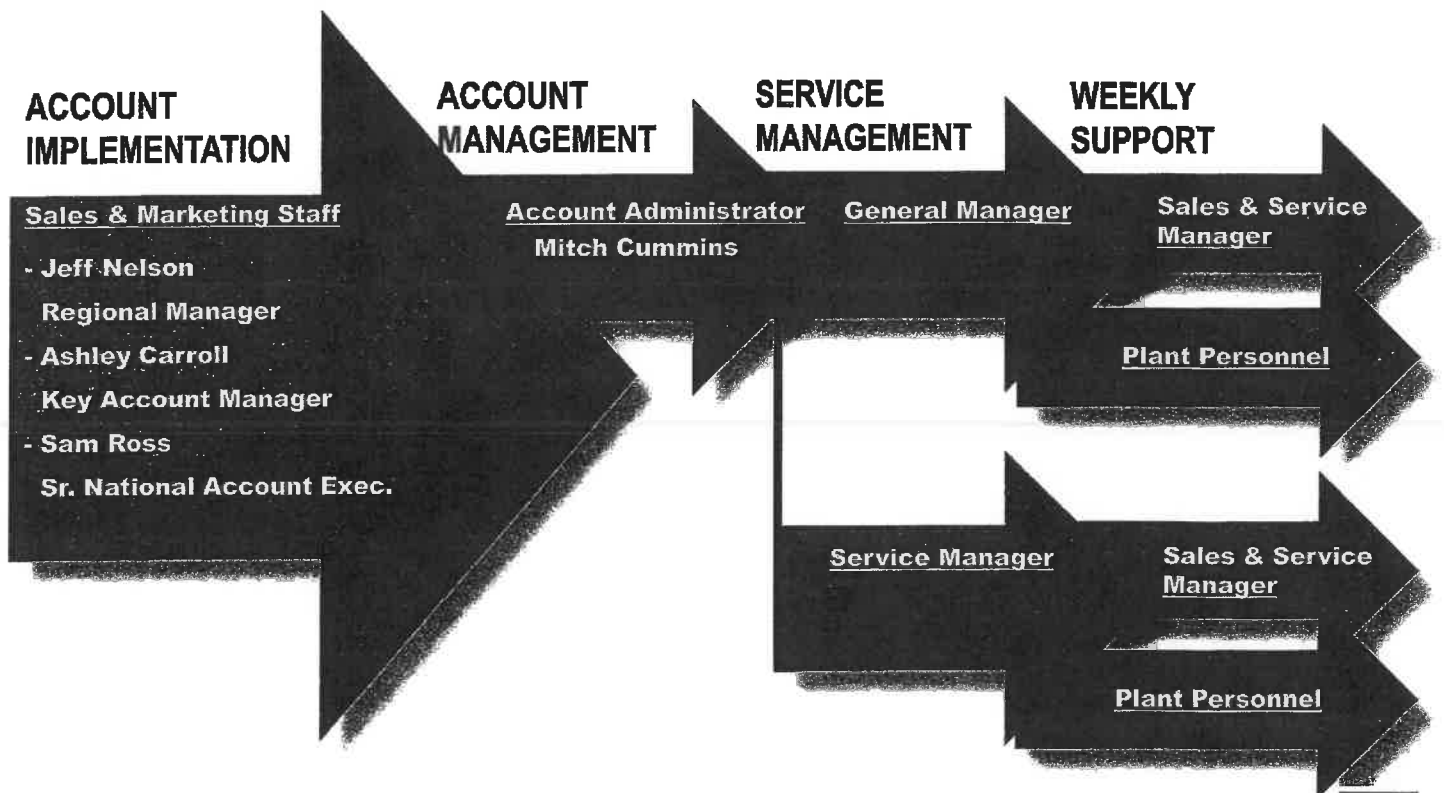
- ✓ 1. Our General Manager makes a welcome call to you.
- ✓ 2. Welcome packet provided to you.
- ✓ 3. Welcome email with packet attached.
- ✓ 4. Confirmation call that process is progressing.
- ✓ 5. We visit you to confirm upcoming delivery requirements.
- ✓ 6. Invoice review.
- ✓ 7. Install reminder.
- ✓ 8. The Big Day (First Delivery)
- ✓ 9. Confirming The Big Day is a success.
- ✓ 10. Affirming It Was A Big Day (30 day follow-up review call).

*Detailed checklist generated from CRM system that assigns OnBoarding tasks for each responsible Prudential team member.



ATTACHMENT "N" CONT.

POS ORGANIZATION FLOW CHART



ATTACHMENT "N" CONT.

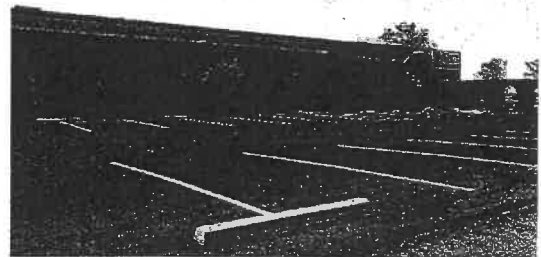
PRUDENTIAL'S FACILITY

TUCSON PLANT

- Complete Processing Facility
- Direct Service to the **City of Tucson.**
- Servicing Pima County since 1972.
- 88 Employees
- 24 Routes



Mitch Cummins
General Manager



ATTACHMENT "N" CONT.

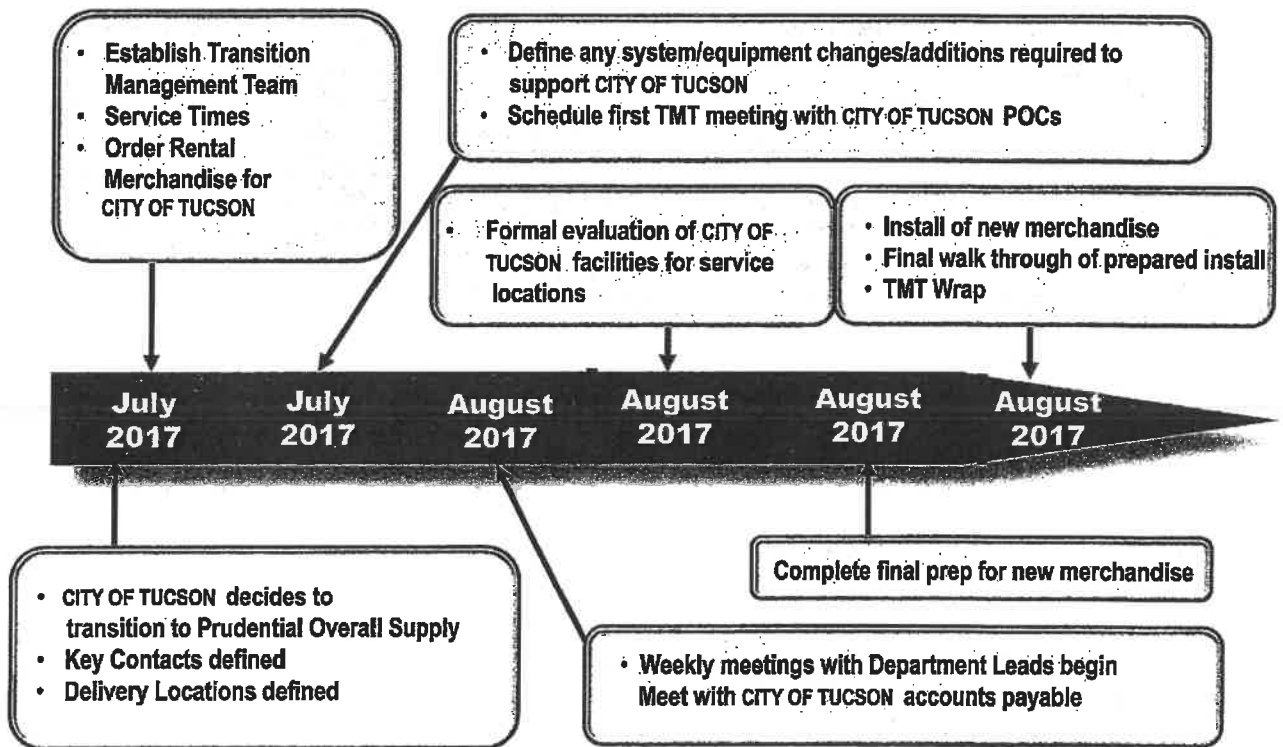
YOUR SERVICE TEAM

- Experience
- Job Description
- Management focus
 - Customer visitations
 - Inventory control/cost reduction
 - Billing Review and reporting
 - Management interface
 - Problem solving
 - "Employee Driven" Safety Program



ATTACHMENT "N" CONT.

IMPLEMENTATION TIMELINE



ATTACHMENT "N" CONT.

CITY OF TUCSON IMPLEMENTATION PLAN

Example

Objectives:

30 day Plan

To install Prudential Overall Supply service at all CITY OF TUCSON the week

Of August 24, 2017 through August 31, 2017

To coordinate the installation of Prudential Overall Supply service with existing vendors and CITY OF TUCSON so that service is not interrupted.

Overview:

The National Accounts Transition Management Team will develop a timeline and distribute all of the necessary program information (CITY OF TUCSON specific requirements) to insure a smooth transition to Prudential Overall Supply. The installation of service will be coordinated by a Key Account Manager (KAM) who will communicate program requirements to all Prudential Overall Supply's Processing Facilities. The KAM will also be available to answer questions from CITY OF TUCSON as well.

This comprehensive document will also include all of the details the program's specific service requirements, product offering and pricing. It will be used to communicate program requirements to all local Prudential Overall Supply Plants and their respective CITY OF TUCSON .

In addition to the defined schedule and timeline, we will distribute an electronic notification called an "Installation Authorization", which will formally authorize each of our Market Centers to initiate contact with each of your locations. Your Key Account Manager will also conduct conference calls with our local General Managers to review the CITY OF TUCSON service agreement, schedule and timeline.

While our local service teams are creating the Site Installation Plan, your Key Account Manager will insure that your program's key information is set up in our ABS account management system. This will ensure that all of your locations maintain a continuity of agreed upon product and pricing regardless of geographical location.



ATTACHMENT "N" CONT.

CITY OF TUCSON IMPLEMENTATION PLAN

Action Steps:

Step	Target Date
Each local Sales & Service Manager will contact each local CITY OF TUCSON designated key contact person to schedule an initial meeting. All initial contacts must be made by (date)	Week of July 24, 2017
<p>Meet to create a specific Site Installation Plan. This meeting will include the following activities:</p> <ul style="list-style-type: none"> ✓ Define the time and dates when employees July be sized (if uniforms are part of the program). ✓ Determine what locations or departments are to be installed first, second, last, etc. ✓ Identify any/all required invoicing and billing requirements. Determine what locations if any, require individual billing/reporting visibility. ✓ Determine the pick-up/delivery points within each location. Create a site map if necessary to assist CSR. ✓ Determine the goods and services to be provided to each respective location. If uniforms are required, determine the inventory for each employee. Arrange for lockers / soils bins (if applicable) and determine the quantity and placement of mats, towels, mops, etc. ✓ Define the nature of the installation. Prudential will install each location in its entirety when all products are in. If garments are required, it is preferable to wait for all garments to arrive so that the existing supplier can remove their entire product at one time. ✓ Identify and schedule any necessary site permits, site orientation sessions, including any safety programs that our employees are be required to attend. 	Week of Initial meeting must be done by August 1, 2017



ATTACHMENT "N" CONT.

CITY OF TUCSON IMPLEMENTATION PLAN

Action Steps:

Step	Target Date
Conduct an employee orientation. To include the following activities: ✓Employees will be sized for their new uniforms (if applicable) using appropriate garment sizing kits. ✓The Sales & Service Manager will introduce Prudential and explain the program in detail, being careful to answer any and all questions fully. ✓An orientation piece entitled, "Welcome to Prudential" will also be provided to each location. This will reinforce the program and provide a reference for future questions should they arise.	Week of August 1, 2017
All orders are submitted no later than?	August 4, 2017
Once the installation date is established the Sales & Service Manager will contact each location's key contact person to inform them of the Prudential installation date. Together they will coordinate the transition so that the pick-up of the existing vendor's product takes place after Prudential makes the initial delivery.	Week of August 9, 2017
Install all locations. Initial delivery will be made by Prudential when all products have been received unless otherwise requested by CITY OF TUCSON . First delivery will not occur before (August 4, 2017) and must be completed no later than (August 31, 2017)	Week of August 24 through August 31, 2017.



ATTACHMENT "N" CONT.

CITY OF TUCSON DELIVERY SCHEDULE

CITY OF TUCSON EXAMPLE				First Delivery Dates
Location	Requirements	City/State		
			Install	
		Tucson/AZ	August 24, 2017	



ATTACHMENT "N" CONT.

DISTRIBUTION-LOGISTICS

POS Location List

www.prudential.com

**Industrial -
Cleanroom**

PLANT#	LOCATION	ADDRESS	SIZE	PHONE#	FAX#
00	CORPORATE Dan Clark, Chairman Don Lahn, Vice Chairman Tom Watts, President	Site: 1661 Alton Parkway, Irvine, CA 92606 Mail: PO Box 11210, Santa Ana, CA 92711-1210		(949) 250-4855 Direct: (949) 250-4850	(949) 261-1947
02	Riverside	6997 Jurupa Ave., CA 92504	25,000 sq. ft.	(951) 687-0440	(951) 354-8110
03	Chula Vista	740 F Street, CA 91910	20,000 to 25,000 sq. ft	(619) 427-1240	(619) 426-0898
04	Carson	951 E. Sandhill Ave., CA 90746	20,000 to 25,000 sq. ft	(310) 532-8311	(310) 324-7064
05	Los Angeles	6920 Bandini Blvd., Commerce, CA 90040	20,000 to 25,000 sq. ft	(323) 724-4888	(323) 726-7251
06	Irvine	16901 Aston, CA 92606	20,000 to 25,000 sq. ft	(949) 250-1740	(949) 261-2743
08	Fresno	1260 E. North Ave., CA 93725	12,000 sq. ft.	(559) 264-8231	(559) 264-2860
09	Milpitas	1429 N. Milpitas Blvd., CA 95035	20,000 to 25,000 sq. ft	(408) 263-3464	(408) 945-1787
10	Milpitas Cleanroom	1437 N. Milpitas Blvd., CA 95035	27,000 sq. ft.	(408) 263-3464	(408) 719-0887
13	Vista	2485 Ash Street, CA 92081	20,000 to 25,000 sq. ft	(760) 727-7163	(760) 727-8472



ATTACHMENT "N" CONT.

DISTRIBUTION-LOGISTICS

Industrial - Cleanroom

PLANT#	LOCATION	ADDRESS	SIZE	PHONE#	FAX#
15	Los Angeles Cleanroom	6948 Bandini Blvd., Commerce, CA 90040	26,000 sq. ft.	(323) 722-0636	(323) 722-2346
17	Moorpark	5300 Gabbert Rd., CA 93021	20,000 to 25,000 sq. ft	(805) 529-0833	(805) 529-3447
18/09	W. Sacramento Service Center	545 Jefferson Blvd., #5, CA 95605	13,000 sq. ft.	(916) 372-7493 Direct: (916) 372-7466	(916) 372-7494
21	Tucson	4240 S. Fremont Ave., AZ 85714	20,000 to 25,000 sq. ft	(520) 294-3421	(520) 294-7952
22	Phoenix	5102 W. Roosevelt, AZ 85043	20,000 to 25,000 sq. ft	(602) 233-1994	(602) 233-9348
23	Mesa Cleanroom	102 W. Hampton, AZ 85210	26,000 sq. ft.	(480) 649-0088 Direct: (480) 649-0091	(480) 649-9743
26/22	Prescott Service Center	10170 East Valley Road, AZ 86314	18,000 sq. ft.	(928) 772-9496	(928) 772-6257
30/23	Denver Service Center	5661 E. 56th Ave, Commerce City CO, 80022	12,000 sq. ft.	(303) 287-1101	(303)287-2033
32/02	Las Vegas	3915 W. Hacienda, Unit A-117, NV 89118	14,000 sq.ft.	(702) 871-3664 Direct: (702) 871-3963	(702) 871-4428
45	Albuquerque	8344 Corona Loop NE, NM 87113	20,000 to 25,000 sq. ft	(505) 856-0065	(505) 856-0809
50	Austin Cleanroom & Industrial	2721 Oakmont Dr., Round Rock, TX 78665	28,000 sq. ft	(512) 388-3814	(512) 388-9056
51/21t	El Paso Service Center	11501 Rojas Suite A. TX 79936	14,000 sq.ft.	(915) 581-8133	(915) 581-8138
70	Richmond Cleanroom	531 Eastpark Court, Sandston, VA 23150	20,000 to 25,000 sq. ft	(804) 328-6201	(804) 328-6208
71/70	Boston Service Center	5 Esquire Rd. Billerica, MA 01862	15,000 sq.ft.	(978)262-9694	(978)262-9742
75	Jacksonville Service Center	3500 Beachwood Ct. Jacksonville,FL 32009	10,000 sq. ft.	(904) 998-8107	(904) 998-8107



ATTACHMENT "N" CONT.

DISTRIBUTION-LOGISTICS

**Industrial -
Cleanroom**

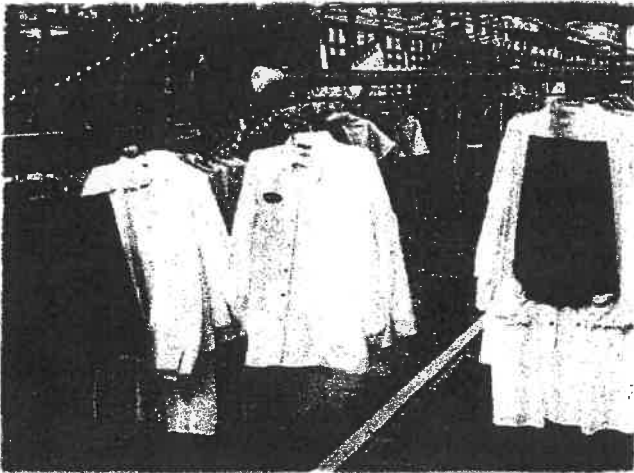
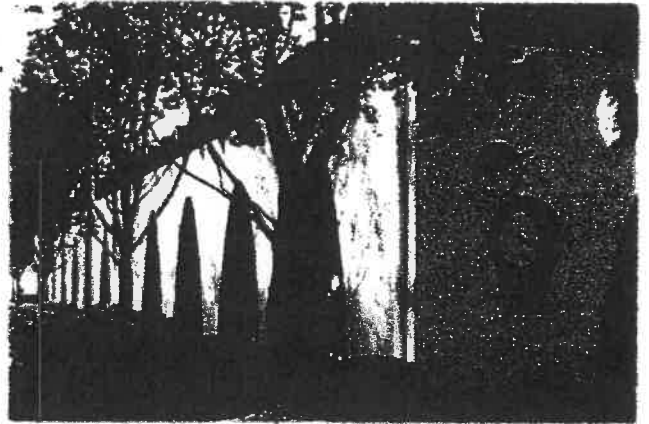
PLANT#	LOCATION	ADDRESS	SIZE	PHONE#	FAX#
80	Colonial Heights	800 South Ave, Colonial Heights, VA 23834	20,000 to 25,000 sq. ft	(804) 520-5171	(804)520-6182
83	Greenville	215 Commerce Ct, Duncan, SC 29334	15,000 sq.ft.	(864) 433-9294	(864)433-9285
84	Winchester	308 Lenoir Dr, Winchester, VA 22603	17,000 sq.ft.	(540) 662-9181	(540)662-9080
85	Atlanta	2055 Tucker Industrial Rd, Tucker, GA 30084	18,000 sq. ft.	(770) 270-4933	(770)270-4937
86	Raleigh	3040 Barrow Dr, Raleigh, NC 27616	15,000 sq.ft.	(919) 554-9541	(919)981-0883
87	Greenville		20,000 to 25,000 sq. ft		
91	Central Garage (Cerritos)	17641 Fabrica Way, CA 90703	10,000 sq. ft.	(562) 356-1530	(562) 356-1533



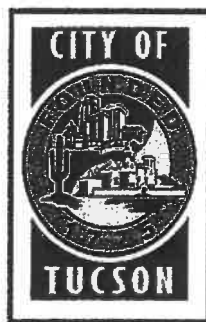
ATTACHMENT "N" CONT.

PLEASE TAKE A TOUR

You're invited to tour our facilities.
This way you can see the high
quality and individual service you
will receive from your Prudential Team!



ATTACHMENT "N" CONT.



PRUDENTIALUNIFORMS.COM

800-767-5536

National IPA Agreement

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ___ day of _____ 20 ___, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and Prudential Overall Supply ("Supplier").

RECITALS

WHEREAS, the City of Tucson, Arizona (the "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No. 171695, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of rental of uniforms, floor mats, mops, and towels and related services (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's

response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. National IPA shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold National IPA harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NATIONAL IPA EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING NATIONAL IPA'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. NATIONAL IPA SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF NATIONAL IPA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 14 – 23, hereof and the indemnifications afforded by the Supplier to National IPA in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not
2017 Template (02.22.2017)

cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to National IPA or posts on the National IPA website. Supplier shall indemnify, defend and hold harmless National IPA for use of all such content and images including copyright infringement claims. Supplier and National IPA each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to National IPA from Supplier in the amount of 2.5 percent (2.5%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide National IPA with an electronic accounting report monthly, in the format prescribed by National IPA, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion.

14. Administrative Fee payments are to be paid by Supplier to National IPA at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of National IPA's costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion to an affiliate of National IPA, any purchaser of any or all or substantially all of the assets of National IPA, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
2555 Meridian Blvd
Suite 300
Franklin, TN 37067

B. Supplier

Prudential Overall Supply
4240 S. Fremont
Tucson, AZ 85704

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

Authorized Signature, Prudential Overall Supply

Samuel Ross

Signature

Samuel Ross

Name

Senior National Account Executive

Title

September 13, 2017

Date

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY

Signature

Ward H. Brown

Name

Chief Operating Officer

Title

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

Exhibit A

Master Agreement

The Master Agreement, by and between the Principal Procurement Agency and the Supplier, is incorporated herein by reference as though fully set forth herein.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

Exhibit B

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company ("**National IPA**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively, the "**National IPA Parties**") by either registering on a National IPA Party website (such as www.nationalipa.org), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the National IPA Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the National IPA Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital and is not purchasing Products on behalf of a hospital.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

Exhibit B, continued

information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the National IPA Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other National IPA affiliates and subsidiaries; provided the purchase of Products through a National IPA Party or any other GPO shall be at the Participating Public Agency's sole discretion.
7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.
11. This Agreement shall remain in effect until termination by a party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

Exhibit D

ACH Payment Information

Payee Information:

National IPA
2555 Meridian Blvd
Suite 300
Franklin, TN 37067

(866) 408-3077

Financial Institution Information:

ACH Information For: National IPA
Bank Name: Fifth Third Bank
ACH Routing Transit Number: 064103833
Account Number: 7362195757

All payments must include the period for which the payment is being made and the National

IPA tracking number NI 141648.

6. RFP# 171695

CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 171695
PROPOSAL DUE DATE: JULY 11, 2017, AT 4:00 P.M. LOCAL AZ TIME
PROPOSAL SUBMITTAL LOCATION: Department of Procurement
255 W. Alameda, 6th Floor, Tucson, AZ 85701

MATERIAL OR SERVICE: RENTAL OF UNIFORMS, FLOOR MATS, MOPS, AND TOWELS AND RELATED SERVICES

PRE-PROPOSAL CONFERENCE DATE: JUNE 15, 2017
TIME: 10:00 A.M. LOCAL AZ TIME
LOCATION: 255 W. ALAMEDA, 6th Floor, Tucson, AZ 85701

CONTRACT OFFICER: JENN MYERS
TELEPHONE NUMBER: (520) 837-4137
Jenn.myers@tucsonaz.gov

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated on the outside of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

******ALERT******

Effective July 1, 2014, the City of Tucson's Small Business Enterprise (SBE) and Disadvantaged Business Enterprise (DBE) Program has moved to the Department of Procurement and has become the Business Enterprise and Compliance Program. To contact them, please call (520) 837-4000 or visit the website at http://www.tucsonprocurement.com/Bidders_Page.aspx and click on SBE or DBE.

JM/cr

PUBLISH DATE: MAY 24, 2017

Revised 12/2016

INTRODUCTION

1. Introduction

The City of Tucson, herein referred to as the City, is seeking proposals from qualified firms for the Rental of Uniforms, Floor Mats, Mops, and Towels and Related Services.

The objective of this RFP is to make an award to a qualified firm(s) who delivers uniform, floor mats, mops, towels rental and related services and who represents best overall value to the City while meeting or exceeding the specifications and requirements of this RFP.

The City has multiple departments that include Fire, Police, Parks and Recreation, Environmental Services and General Services, Transportation, and Water. Approximately 4,200 permanent full-time employees support the functions of the City. For further information, including information on the City's capital and operating budget, Offerors are encouraged to visit the City's website at www.tucsonaz.gov.

1.1 National Contract

The City of Tucson, AZ, as the Principal Procurement Agency, as defined in Attachment B, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Tucson, AZ is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment B contains additional information on National IPA and the cooperative purchasing agreement.

National IPA is a channel partner with, Vizient (formally, Novation). Together we leverage over \$100 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment B).

The City of Tucson anticipates spending approximately \$200,000 over the full potential Master Agreement term for uniforms, floor mats, mops, towels rental and related services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of uniforms, floor mats, mops, towels rental and related services purchased under the Master Agreement through National IPA is approximately \$25,000,000.00. This projection is based on the current annual volumes among the City of Tucson, AZ, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

Tentative Schedule of Events

To the extent achievable, the following tentative schedule shall govern the review, evaluation and award of the contract. The dates are estimated only and the City reserves the right to modify the dates below as necessary.

RFP Published	May 24, 2017
Pre-proposal conference	June 15, 2017
Proposal due date	July 11, 2017
Review of Proposals by Evaluation Committee	July 12 – August 11, 2017
Reference checks & Request for Samples	TBD
Evaluation Committee's recommendation	September 1, 2017
Final negotiation completed	September 13, 2017
Anticipated contract award & issuance of purchase order	September 20, 2017

SCOPE OF WORK

The purpose of this contract is to provide weekly rental service for uniforms, mops, towels, and floor mats, as required for various City Departments. All clothing and other items shall be delivered, laundered, and maintained in good condition and repair, in accordance with the requirements herein.

I. UNIFORMS RENTAL AND SERVICES

1. PERSONNEL UNIFORM NEEDS/START-UP REQUIREMENTS

The estimated number of changes per week per Department may be from one (1) to eight (8) based on individual City Department needs. The successful offeror shall be provided with the individual Department needs through the Department designated Contract Representative or designee for the contract services upon award.

Contractor shall provide New Uniforms to accommodate one (1) to eight (8) changes per week, per employee. Each employee shall be provided uniforms as dictated by each Department requirements. An average of five (5) changes per week are required per employee, per City Department.

The Contractor's accounts receivable contact or account representative shall meet with the Department Representative or designee within the first thirty (30) days, to discuss in detail start-up requirements, invoicing, billing, and payment procedures

2. DEPARTMENT CONTRACT REPRESENTATIVES

City Department Contract Representatives shall be provided to the Contractor upon award of the contract. Each Department shall contact the Contractor to set up specific needs for their facility.

3. PATCHES

Various garments require embroidery or silk-screening of a Patch or Patches that depict the Department name, City Logo, and/or employee name. The City Department contact shall furnish the Contractor with patch requirements and placement specific for their department. The name patches will either be the employee's initial and last name, first name, or both first and last name. Patch application shall meet industry standards and be applied in accordance with Department requirements as to location and color layout. Contractor shall verify patch requirements with Department contact prior to processing all orders.

The City may also desire to have City-provided patches applied to Contractor-provided garments. Contractor shall heat seal and reinforce seal patches by sewing outside perimeter of patch. Patch location and number(s) will be provided by the requesting Departments. If required, the City will pay application/sewing charges for such requests as necessary. This cost should be annotated in the provided space in Attachment A – Specification and Pricing Workbook.

4. MEASUREMENTS

4.1 The Contractor shall measure employees for uniforms within two (2) working days from the date of request, and shall provide the employee with uniforms within ten (10) working days of the date measured. Measurements for uniforms shall be conducted at each site. Any tailoring required to assure a proper fit for each individual will be done at no additional cost to the City. When the Contractor is measuring personnel for uniforms, they shall have samples of each type of uniform in all sizes available for personnel to try on to ensure that the uniform to be provided will fit the employee.

4.2 Contractor shall provide necessary accommodations for extra-large and petite employees.

4.3 Contractor shall provide shirts and pants specifically tailored for women when requested. Shirts shall button on the appropriate side and may have five (5) buttons, and top snap if available.

5. SAMPLES

Offerors shall provide samples of clothing proposed to the City for evaluation purposes as noted in Section 20. Offeror shall provide specified samples at no cost to the City within five (5) business days of the City's written request. Samples will be returned at Offeror's expense upon receipt of notice from Offeror within thirty (30) calendar days from delivery of said samples to the City for evaluation.

6. IDENTIFICATION SYSTEM

6.1 Offeror shall provide a name or identification number system that identifies each employee and garment. The identification system shall also insure an accurate method of tracking garments for invoicing purposes.

6.2 The City prefers an identification system using bar code technology. The bar code system should be available on site at each City location where uniforms are picked up and delivered. Said system should be able to identify, at a minimum, City employee name and uniform service date. System should also be able to provide a weekly uniform delivery/turn-in report for use by City Contract Administrator(s).

6.3 Offerors shall describe the identification system utilized by their company and explain loss control procedures.

7. OFFEROR'S OPERATIONS AND PROCEDURES

Offeror shall provide a detailed description of their delivery/pick-up service including, but not limited to, the following:

- a. Tracking of uniform in the laundry process.
- b. Dispute resolution of Lost and Damaged garments.
- c. Logging of uniform at the pick-up/delivery site.

8. UNIFORM CHANGES

Employees shall be allowed to determine at the beginning of each contract year whether they want long or short sleeve shirts or a combination of both, at no additional cost to the City.

9. COLOR CHANGES

The City reserves the right to change the color of uniforms and patches at its discretion during the term of this contract at no additional cost to the City. Industry standard colors shall be made available by Contractor and utilized by the City as may be required.

10. TRANSITION PLAN

The City of Tucson's intent is to minimize the time and effort involved in fitting employees for uniforms. Each offeror must, in a detailed and thorough manner, describe procedures designed to limit operational impacts. The successful Offeror must be prepared to fulfill the transition plan stated in their proposal should the City of Tucson contract with a vendor other than the incumbent. Failure to do so may be cause for immediate termination of the contract. Any transition costs must be so noted and will be considered in the evaluation of the proposals.

11. DELIVERY LOCATIONS

Clothing and other items shall be collected from and delivered to each location once every week. (The City reserves the option to relocate, add, reduce or increase collection/delivery points at no additional cost to the City.) Locations shall be provided to the contractor upon award of contract.

12. DELIVERY TIME

- 12.1** Uniforms shall be picked up and delivered based upon the hours requested by each individual department. The contract representative will contact the Contractor to develop an acceptable delivery schedule for each site prior to the contract start date. Deliveries shall be made on the same day every week at each location. At the time of uniform pick-up and delivery, a signed inventory sheet must be given to a designated City representative, listing the number and type of uniforms picked up and the number and type of uniforms delivered by either the employee name or by an employee identification number provided by the Contractor.
- 12.2** Contractor's delivery/pick-up personnel are required to leave a receipt at each facility that details a count of each item of clothing picked up and each item of clothing delivered.
- 12.3** In the event the pick-up day or time must be changed, the City will notify the Contractor in advance. The Contractor shall notify the City or designated representative at least one (1) day in advance for changes in the designated delivery hours. Clothing changes are required to be delivered within seven (7) calendar days of notification to Contractor.

13. LOST OR DAMAGED ITEMS

Offeror shall provide an amortization schedule, which details percent clothing is amortized from date of issue, and Offeror's methods and procedures of verifying same.

a. City's Responsibilities

- 1.1** The City will be responsible for the replacement of Offeror-owned items lost or damaged by City employees. Replacement costs shall be based upon pricing provided in the Lost or Damaged Amortization Schedule submitted by Offeror.
- 1.2** The City will not be responsible for the replacement of items which have reached end-of-service life.

1.3 The City will provide to the Contractor written notification of all employees who, because of health issues, choose to self-laundry Contractor-provided uniforms.

b. Contractor's Responsibilities

2.2 Contractor shall provide employees with uniforms within ten (10) business days of measure. Contractor shall notify the Department Representative or designee and obtain written approval of any delays exceeding the allotted ten (10) business days.

2.3 Contractor shall be responsible for keeping all uniforms, towels and mats in good condition and shall inspect all items for repairs prior to delivery. Items with holes in fabric or visibly worn, frayed, discoloured, or thin fabric are not acceptable and shall be replaced at Contractor's expense. The City reserves the right to refuse any item it deems is in need of repair or replacement at no additional expense to the City.

2.4 Contractor shall provide all new employees with New Uniforms (Category 1 or Category 2 uniforms are not acceptable) in accordance with the below Garment Categories:

New	First time use, not issued or worn previously.
Category 1	Which may or may not be new. No stains, mends, repairs (except interior or pocket reinforcing) or discoloration. Used for those customers who meet the public, supervisory personnel, and those who are in general manufacturing and allied industries where the risk of damage would be slight.
Category 2	Light stains, light mends. No spots noticeable from more than five (5) feet, no repairs greater than 1-1/2 inches in length, no more than five (5) small repairs per garment. May have some color lost through age and may have lost some body or shape.

2.5 Contractor shall provide no less than Category 1 uniforms for all replacement uniforms. Category 2 uniforms are not acceptable.

2.6 Offeror shall specify charges for lost and/or damaged items as part of their Proposal. Excessive charges may be grounds for rejection of the Proposal.

14. INVOICING

- 1.1 Duplicate invoice numbers shall not be submitted.
- 1.2 Invoices shall include detailed information regarding product and/or service that is being billed and full name of employee.

Example: "X" number items laundered at \$ _____ /EA = Total \$ _____ as well as the full name of the employee being invoiced (initials are not acceptable for either the first or last name).

- 1.3 Credits to invoices that have been paid shall be submitted via a credit memo within thirty (30) calendar days from date reported to the vendor and will reference the original invoice number and invoice date.
- 1.4 Additional/extraordinary charges shall be reported to the City of Tucson Department Representative or designee via written notice prior to invoicing.
- 1.5 Only products and services pertaining to this contract shall appear on invoices. Miscellaneous items purchased and not specified on this contract shall be invoiced separately referencing the appropriate Purchase Order number.

- 1.6 Invoices rejected by City Departments shall be re-issued with new/revised issue dates so as not to imply delinquent payment status.
- 1.7 Uniforms turned in for laundering or replacement and not returned within a two (2) week period shall be removed from invoices and reinstated when uniforms have been delivered with a new/revised invoice and date so as not to imply delinquent payment status. Non-stock uniform items shall not appear on invoices until such items have been delivered.
- 1.8 The Purchase Order number and site location shall be noted on all invoices.
- 1.9 Original copies of invoices shall be delivered to the "Bill To" address noted on the Purchase Order to ensure payment is processed in a timely manner.
- 1.10 Offeror shall provide with proposal submittal a Sample Invoice and Identify Offeror's capability of customizing invoices to meet City's needs.
- 1.11 Contractor shall provide training to City employees on the invoicing process. Training must include how to read invoices, explanation of all coding systems used on invoices, and appropriate key codes associated with said codes. Contractor must include sample packets for students' use after training. Training shall be provided on a date and time mutually agreed upon by the Contractor and the City. Training shall be conducted at a City facility chosen at the City's discretion and shall make every effort to include attendance by multiple City Department Contract Representatives as possible. Training shall not exceed three (3) times after award of contract and not more than two (2) times in any contract year thereafter.

15. PRICING

- 1.1 Pricing provided shall be for 100% inventory.
- 1.2 Pick-up and delivery charge, if any, shall be included in the unit pricing. All prices shall be F.O.B. Destination. All freight charges (e.g., freight, delivery charges, packaging and handling) must be included in the unit price noted on Attachment A – Specification and Pricing Workbook. No other charges will be allowed unless specified in this attachment. Fuel charges are unacceptable and will not be permitted.
- 1.3 All sewing charges for application of Contractor -provided patches must be included in the unit pricing.
- 1.4 The Offeror shall submit an amortization schedule detailing charges for Lost or Damaged Uniforms with their Proposal. (Excessive charges may be cause for rejection of proposal.)
- 1.5 There shall be no additional charges for adding or deleting personnel, transferring accounts, original and subsequent set-up charges or prep charges, size changes and replacement.

16. SIZES

Size requirements within any category of clothing are subject to change. The City reserves the right to change sizes of all clothing issued to a City employee by Contractor throughout the life of the contract. At a minimum Contractor shall provide the industry standard sizes of clothing under this contract.

17. ENVIRONMENTAL PREFERABILITY

Contractor shall use materials and processes that are environmentally preferable, particularly focusing on the use of recycled materials, energy efficiency, water conservation, and least-toxic garment care when feasible.

18. REPORTING

Contractor shall state the availability of an online customer portal with reporting capabilities for City use. Contractor shall list all reporting functionalities (i.e. spend tracking/management, etc.).

19. INDUSTRY STANDARD

If not otherwise provided, materials and work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

20. UNIFORM ITEM SAMPLE

If the City requests sample uniform items from an Offeror, the Offeror will be given instructions as to the quantity and type of uniform items that must be provided. Samples of proposed uniform items shall be available for inspection upon request by the Procurement Department. Sample Uniforms are not required with the proposal; however, samples may be requested at any time during proposal evaluation and they shall be provided within five (5) days of the request. All samples will be provided to the City at no cost.

II. FLOOR MATS, MOPS, TOWELS

1. FLOOR MATS, MOPS, TOWELS, ETC.

Floor mats, towels and other facility items such as microfiber pads and mops heads shall be provided to various locations and departments within the City. Department requirements, services intervals may be adjusted to both weekly and every other week depending on the needs of the location(s). Services are not limited to the following:

- a. Construction and design of mats shall be durable—rubber back and fiber
- b. Colors shall be selected from standard colors available
- c. Mats shall be delivered clean and presentable; all stains and gums spots must be removed.
- d. Explain protocol for lost or damaged items.
- e. Rental items to be invoiced by department/location.
- f. All quantities are estimates only. The City of Tucson may add/remove quantities of rental items over the course of the contract.
- g. From time to time and in case of emergencies, additional services may be required and will be scheduled with reasonable notice to the Contractor.

2. Floor Mats, Mops and Towels (Not limited to these items) Offeror shall provide any and all options.

- a. Entrance Mats for buildings and office entryways
 - i. 3' x 5'
 - ii. 4' x 6'
 - iii. 3' x 10'
- b. Safety Mats
 - i. 3' x 5'
 - ii. wet area
 - iii. non-skid rubber
 - iv. oil and solvent resistant
- c. Anti-Fatigue Mats
 - i. 2' x 3'
 - ii. 3' x 5'

- d. Microfiber Pads
 - i. 18" x 48"
 - ii. Wet mop
 - iii. Dry loop and scrubbers
 - iv. Quantity: 20

- e. Handles & Frames
 - i. quick change telescoping
 - ii. mop
 - iii. fiberglass handles with snap clip

- f. Mops
 - i. 40 quick change dust mop heads – 24", 36", 48"
 - ii. antimicrobial, synthetic wet mop

- g. Towels
 - i. huck – 100% cotton, hemmed on all sides, low lint
 - ii. white terry – 100% cotton
 - iii. multipurpose cleaning – microfiber
 - iv. shop wipers – 100% cotton, 12" square minimum

3. Floor Mats, Mops and Towels Facilities Item Samples

If the City requests sample items from an Offeror, the Offeror will be given instructions as to the quantity and type of items that must be provided. Samples of proposed items shall be available for inspection upon request by the Procurement Department. Samples are not required with the proposal; however, samples may be requested at any time during proposal evaluation and they shall be provided within five (5) days of the request. All samples will be provided to the City at no cost.

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.
3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.
5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.
6. **PREPARATION OF PROPOSAL:**
 - A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
 - B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
 - C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
 - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - F. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
 - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
 - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.
8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
9. **PROPOSAL/SUBMITTAL FORMAT:** An original and 10 copies (11 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office 2003 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
10. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. TAX OFFSET POLICY:** If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.
- 20. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 21. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 22. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.
- 23. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 22. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
 - (2) reject any or all proposals, or portions thereof; or
 - (3) reissue the Request for Proposal.
- A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.
- 23. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

- 24. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
- A. The name, address, and telephone number of the protestant;
 - B. The signature of the protestant or its representative;
 - C. Identification of the Request for Proposal or Contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
 - E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Qualifications & Experience
- C. Price Proposal

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach

1. National Program. Provide a response to the program.
 - a. Include a detailed response to Attachment B, Exhibit A, National IPA Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how services products will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.
 - b. The successful offeror will be required to sign Attachment B, Exhibit B, National IPA Administration Agreement. The Agreement shall be signed no later than issuance of the City of Tucson's Notice of Intent to Award Letter. Offerors should complete all reviews of the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.
 - c. Describe the current distribution model capable of delivering service products nationwide, including the number, size and location of your company's distribution facilities, warehouses and retail network, where applicable. Describe your coverage of the United States.
2. Product Offering
 - a. Using Attachment A – Specification and Pricing Workbook. Identify the proposed service products available under the contract.
 - i. Provide a detailed written response to each requirement describing how your offer will meet the General Requirements of this solicitation for the City of Tucson and the national program.
 - ii. If offeror is not proposing the exact service specified clearly indicate the deviation in the Offeror's Proposal section. If there are no deviations stated it will be assumed that the service products specified is being provided
 - iii. Offeror may elect to consolidate service products at any level for its own convenience or volume discounts, etc.
 - b. Provide an overview of the unique technologies that are incorporated into your service products.
 - c. Provide a detailed method for sizing employees. Offeror shall describe method of communication with City departmental representatives, process for sampling items, and number of staff available for sizing.
 - d. Describe the range of men and women's sizes that you offer.
3. Service Offering
 - a. Using Attachment A – Specification and Pricing Workbook. Identify the proposed service products under the City of Tucson's contract and national program.
 - b. Describe your policy for monitoring defects and repairing/replacing defective clothing. Describe how defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspections, re-packing, re-shipping or other like expenses.

- c. Describe your method for dealing with incorrect orders when the City employee made an error, and also when the error was the fault of the Contractor.
 - d. Describe how you will keep the City updated on all available catalogs. As future catalogs are released, how is the City notified? Are these available electronically?
 4. Identify all other companies that will be involved in processing, handling or shipping the service products available under the Contract. Include any subsidiaries or company owned affiliates that may include product or service under the Contract.
 5. Describe the offeror's website capabilities. Identify information customers can access via the offeror's website.
 6. State any return and restocking policies.
 7. Describe offeror's invoicing process. Provide a sample invoice. Indicate any customizations that can be made to invoices. Provide an offeror's representative and contact information for invoicing questions.
 8. Describe offeror's delivery commitment.
 9. Customer Service.
 - a. Describe offeror's customer service commitment.
 - b. Describe customer support available from the offeror. Include availability of call centers, their locations and hours. Include response time guarantees.
 - c. Discuss the availability of a dedicated service representative or team, the services they provide and how they help the customer manage their account.
 - d. Describe how the offeror approaches and solves customer disputes.
 - e. Describe how offeror measures and tracks the success of its customer service program.
 - f. Describe technical support available. Include the location of technical support centers and their hours.
 10. Warranty
 - a. Describe the warranty period for proposed services.
 - b. Submit offeror's warranty program
 11. Describe service request procedures.
 12. Describe offeror's green/sustainability program. Include information on green/sustainable policies, products and certifications.
 13. Describe how offeror will maintain account security levels.
 14. Provide any additional services or products information that offeror intends to use under the contract.
- B. Qualifications & Experience**
 1. Provide a brief history and description of your company.
 2. Provide the total number and location of sales persons employed by your company.
 3. Provide a summarization of your experience in performing work similar to that outlined in this solicitation. Provide a minimum of three state, political subdivision or school district references for which your company has provided services. Include the references' contact person, address, phone number and email address.
 4. Provide information regarding if your organization ever failed to complete any work awarded.
 5. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

6. Provide the following information for the offeror's proposed site manager:

- a. Name:
- b. Office Phone Number:
- c. Cell Phone Number:
- d. Email Address:
- e. Correspondence Address:

7. Provide an organization chart and the total number of employees in the Tucson area.

C. Price Proposal

- 1. Provide price proposal as requested on the Price Workbook attached herein for the City of Tucson and national program.
- 2. Describe how future products will be priced so that they may be offered under the contract.
- 3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.
- 4. Will payment be accepted via commercial credit card? _____ Yes _____ No
 - a. If yes, can commercial payment(s) be made online? _____ Yes _____ No
 - b. Will a third party be processing the commercial credit card payment(s)? _____ Yes _____ No
 - c. If yes, indicate the flat fee per transaction \$ _____ (as allowable, per Section 5.2.E of Visa Operating Regulations).
 - d. If "no" to above, will consideration be given to accept the card? _____ Yes _____ No
- 5. Does your firm have a City of Tucson Business License? _____ Yes _____ No
If yes, please provide a copy of your City of Tucson Business license.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

1. COOPERATIVE PURCHASING: Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement or registered with National IPA are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

2. FOB DESTINATION FREIGHT PREPAID: Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

3. INSURANCE:

The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days' notice for cancellation due to non-payment in premium.
- B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate (including Per Project)	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*	

Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

*1 Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

- D. ADDITIONAL INSURANCE REQUIREMENTS:** Policies shall be endorsed to include the following provisions:
1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (including Worker's Compensation).
 2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- E. NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.
- F. ACCEPTABILITY OF INSURERS:** Contractors insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- G. VERIFICATION OF COVERAGE:** Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.
- All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to the Department of Procurement.
- The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.
- H. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- I. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.
- 4. PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

5. TERM AND RENEWAL: The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

6. Service Agreements: Successful offeror shall have the right to enter local service agreements with agencies piggybacking the City of Tucson/National IPA contract so long as the effective date of the service agreement is prior to the expiration of the City of Tucson contract. All local service agreements established in the last three years of the City of Tucson/National IPA contract shall terminate on or before the 36th month after the City of Tucson contract expiration. National IPA shall receive an administrative fee, as outlined in Attachment B, through the entire term of any local service agreement.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
10. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

11. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

- 12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 13. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 14. EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.
- If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.
- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
- If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and

employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.
- 23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.
- 24. ISRAEL BOYCOTT DIVESTMENTS:** Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.
- 25. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 26. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.
- 27. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
- 28. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

29. OVERCHARGES BY ANTITRUST VIOLATIONS: The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

30. PAYMENT: The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

31. PROTECTION OF GOVERNMENT PROPERTY: The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

32. PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

33. RECORDS: Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

34. RIGHT TO ASSURANCE: Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

35. RIGHT TO INSPECT: The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

36. RIGHTS AND REMEDIES: No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

37. SEVERABILITY: The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

38. SHIPMENT UNDER RESERVATION PROHIBITED: No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

39. SUBCONTRACTS: No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All

subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

40. SUBSEQUENT EMPLOYMENT: The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

41. TERMINATION OF CONTRACT: This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

42. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

43. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

PRICE PAGE

Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, printing, travel and mileage, postage, etc.

1. Offerors shall complete a Specification and Pricing Workbook (Attachment A) supplied in Excel format. The Pricing Workbook contains multiple tabs that must be completed by Offerors. Offerors shall submit the Excel Workbook in their electronic version of their submittal.
2. Discount Pricing Off Published Retail Price Guide:
The City may desire to purchase items that are not specifically listed on the Pricing Worksheets. Offerors must indicate in the Pricing Workbook on the National Pricing – Misc. tab, the percentage discount off the published retail price guide(s) offered to the City for all other items not specifically listed in the Pricing Workbook. Offerors shall attach a list of services to be made available to the City not specifically listed in this contract.
3. In the Pricing Workbook, National Pricing – Misc. tab, Offerors shall provide a list of services to be made available to the City not specifically listed in this contract. This information will not be considered in the award evaluation.
4. In the Pricing Workbook, Offerors shall provide pricing for extended sizes for all types of clothing to include those garments specifically listed on the City of Tucson Pricing list.
5. In the Pricing Workbook, City of Tucson Pricing – City-Owned, Offeror shall provide pricing for services to City-Owned garments and patches. This information will not be considered in the award evaluation.
6. The City desires to explore an option for flat rate pricing per uniform. Uniforms may consist of different components by Department. Offeror shall submit their ability to provide flat rate pricing for consideration.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

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SENIOR CONTRACT OFFICER: JENN MYERS
PH: (520) 837-4137 / FAX: (520) 791-4735

ATTACHMENTS

Attachment A – Specification and Pricing Workbook
Attachment B – National IPA Documents

PPA ATTACHMENT#B



**Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for the rental of uniforms, floor mats, mops, and towels and related services. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website development and support
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media
- F. Sales Team Support

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 2.5% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$25,000,000.00 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to National IPA).

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.
- E. Describe the full line of products and services offered by your company.

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated National IPA internet web-based homepage on Supplier website with:
 - National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to National IPA's website including the online registration page;
 - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide contact information for the person(s), who will be responsible for:
- i. Marketing
 - ii. Sales
 - iii. Sales Support
 - iv. Financial Reporting
 - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

\$_____00 in year one
\$_____00 in year two
\$_____00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ ("Supplier").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. National IPA shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold National IPA harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NATIONAL IPA EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING NATIONAL IPA'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. NATIONAL IPA SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF NATIONAL IPA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

TERM OF AGREEMENT; TERMINATION

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 14 – 23, hereof and the indemnifications afforded by the Supplier to National IPA in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to National IPA or posts on the National IPA website. Supplier shall indemnify, defend and hold harmless National IPA for use of all such content and images including copyright infringement claims. Supplier and National IPA each hereby grant to the other party a limited, revocable, non-transferable, non-sub licensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to National IPA from Supplier in the amount of ___ percent (___%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide National IPA with an electronic accounting report monthly, in the format prescribed by National IPA, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion.

14. Administrative Fee payments are to be paid by Supplier to National IPA at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of National IPA's costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion to an affiliate of National IPA, any purchaser of any or all or substantially all of the assets of National IPA, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
2555 Meridian Blvd
Suite 300
Franklin, TN 37067

B. Supplier

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY

Signature

Signature

Name

Ward H. Brown
Name

Title

Chief Operating Officer
Title

Date

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT, EXAMPLE**

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company (“**National IPA**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively, the “**National IPA Parties**”) by either registering on a National IPA Party website (such as www.nationalipa.org), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the National IPA Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the National IPA Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital and is not purchasing Products on behalf of a hospital.
4. The cooperative use of Master Agreements shall be in accordance with the terms and

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT, EXAMPLE**

conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the National IPA Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other National IPA affiliates and subsidiaries; provided the purchase of Products through a National IPA Party or any other GPO shall be at the Participating Public Agency's sole discretion.
7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
10. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.**

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT, EXAMPLE**

11. This Agreement shall remain in effect until termination by a party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE**

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company (“National IPA”), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] (“Principal Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National IPA.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State and Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES

INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANT'S PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR

CITY AND COUNTY OF HONOLULU, HI

CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR

Requirements for National Cooperative Contract

CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT

EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT

Requirements for National Cooperative Contract

LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT

ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOBLE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALS, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:
ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA

Requirements for National Cooperative Contract

CALCASIEU PARISH, LA
 CALCASIEU PARISH SHERIFF'S OFFICE, LA
 CITY AND COUNTY OF HONOLULU, HI
 CLACKAMAS COUNTY, OR
 CLACKAMAS COUNTY DEPT OF TRANSPORTATION,
 OR
 CLATSOP COUNTY, OR
 COLUMBIA COUNTY, OR
 COOS COUNTY, OR
 COOS COUNTY HIGHWAY DEPARTMENT, OR
 COUNTY OF HAWAII, OR
 CROOK COUNTY, OR
 CROOK COUNTY ROAD DEPARTMENT, OR
 CURRY COUNTY, OR
 DESCHUTES COUNTY, OR
 DOUGLAS COUNTY, OR
 EAST BATON ROUGE PARISH, LA
 GILLIAM COUNTY, OR
 GRANT COUNTY, OR
 HARNEY COUNTY, OR
 HARNEY COUNTY SHERIFFS OFFICE, OR
 HAWAII COUNTY, HI
 HOOD RIVER COUNTY, OR
 JACKSON COUNTY, OR
 JEFFERSON COUNTY, OR
 JEFFERSON PARISH, LA
 JOSEPHINE COUNTY GOVERNMENT, OR
 LAFAYETTE CONSOLIDATED GOVERNMENT, LA
 LAFAYETTE PARISH, LA
 LAFAYETTE PARISH CONVENTION & VISITORS
 COMMISSION
 LAFOURCHE PARISH, LA
 KAUAI COUNTY, HI
 KLAMATH COUNTY, OR
 LAKE COUNTY, OR
 LANE COUNTY, OR
 LINCOLN COUNTY, OR
 LINN COUNTY, OR
 LIVINGSTON PARISH, LA
 MALHEUR COUNTY, OR
 MAUI COUNTY, HI
 MARION COUNTY, SALEM, OR
 MORROW COUNTY, OR
 MULTNOMAH COUNTY, OR
 MULTNOMAH COUNTY BUSINESS AND
 COMMUNITY SERVICES, OR
 MULTNOMAH COUNTY SHERIFFS OFFICE, OR
 MULTNOMAH LAW LIBRARY, OR
 ORLEANS PARISH, LA
 PLAQUEMINES PARISH, LA
 POLK COUNTY, OR
 RAPIDES PARISH, LA
 SAINT CHARLES PARISH, LA
 SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
 SAINT LANDRY PARISH, LA
 SAINT TAMMANY PARISH, LA
 SHERMAN COUNTY, OR
 TERREBONNE PARISH, LA
 TILLAMOOK COUNTY, OR
 TILLAMOOK COUNTY SHERIFFS OFFICE, OR
 TILLAMOOK COUNTY GENERAL HOSPITAL, OR
 UMATILLA COUNTY, OR
 UNION COUNTY, OR
 WALLOWA COUNTY, OR
 WASCO COUNTY, OR
 WASHINGTON COUNTY, OR

WEST BATON ROUGE PARISH, LA
 WHEELER COUNTY, OR
 YAMHILL COUNTY, OR
 COUNTY OF BOX ELDER, UT
 COUNTY OF CACHE, UT
 COUNTY OF RICH, UT
 COUNTY OF WEBER, UT
 COUNTY OF MORGAN, UT
 COUNTY OF DAVIS, UT
 COUNTY OF SUMMIT, UT
 COUNTY OF DAGGETT, UT
 COUNTY OF SALT LAKE, UT
 COUNTY OF TOOELE, UT
 COUNTY OF UTAH, UT
 COUNTY OF WASATCH, UT
 COUNTY OF DUCHESNE, UT
 COUNTY OF UINTAH, UT
 COUNTY OF CARBON, UT
 COUNTY OF SANPETE, UT
 COUNTY OF JUAB, UT
 COUNTY OF MILLARD, UT
 COUNTY OF SEVIER, UT
 COUNTY OF EMERY, UT
 COUNTY OF GRAND, UT
 COUNTY OF BEVER, UT
 COUNTY OF PIUTE, UT
 COUNTY OF WAYNE, UT
 COUNTY OF SAN JUAN, UT
 COUNTY OF GARFIELD, UT
 COUNTY OF KANE, UT
 COUNTY OF IRON, UT
 COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,
 BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,
 PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT
 AUTHORITIES, RESERVATIONS AND UTILITIES
 INCLUDING BUT NOT LIMITED TO:**

BANKS FIRE DISTRICT, OR
 BATON ROUGE WATER COMPANY
 BEND METRO PARK AND RECREATION DISTRICT
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,
 LA
 BOARDMAN PARK AND RECREATION DISTRICT
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
 CENTRAL OREGON INTERGOVERNMENTAL
 COUNCIL
 CITY OF BOGALUSA SCHOOL BOARD, LA
 CLACKAMAS RIVER WATER
 CLATSKANIE PEOPLE'S UTILITY DISTRICT
 CLEAN WATER SERVICES
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN
 RESERVATION
 COOS FOREST PROTECTIVE ASSOCIATION
 CHEHALEM PARK AND RECREATION DISTRICT
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA
 EUGENE WATER AND ELECTRIC BOARD
 HONOLULU INTERNATIONAL AIRPORT
 HOODLAND FIRE DISTRICT #74
 HOUSING AUTHORITY OF PORTLAND
 ILLINOIS VALLEY FIRE DISTRICT
 LAFAYETTE AIRPORT COMMISSION, LA
 LAFOURCHE PARISH HEALTH UNIT - DHH-OPH
 REGION 3
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS

Requirements for National Cooperative Contract

MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS,
LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B

FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINE SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE
DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45F3
SOUTHERN OREGON EDUCATION SERVICE
DISTRICT

Requirements for National Cooperative Contract

SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE
(AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS &
MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY
(BSTA), UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT

LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE
(NUAMBS), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS,
UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING
ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT

Requirements for National Cooperative Contract

UTAH VIRTUAL ACADEMY , UT
VENTURE ACADEMY , UT
VISTA AT ENTRADA SCHOOL OF PERFORMING
ARTS AND TECHNOLOGY , UT
WALDEN SCHOOL OF LIBERAL ARTS , UT
WASATCH PEAK ACADEMY , UT
WASATCH SCHOOL DISTRICT , UT
WASHINGTON SCHOOL DISTRICT , UT
WAYNE SCHOOL DISTRICT , UT
WEBER SCHOOL DISTRICT , UT
WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF
HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON
UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE

WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF
HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY
STATE OF UTAH

Requirements for National Cooperative Contract

THE INDUSTRIAL COMMISSION OF ARIZONA



ADMINISTRATION DIVISION

DALE L. SCHULTZ, CHAIRMAN
JOSEPH M. HENNELLY, JF., VICE CHAIR
SCOTT P. LEMARR, MEMBER
ROBIN S. ORCHARD, MEMBER
STEVEN J. KRENZEL, MEMBER

SYLVIA SIMPSON, CPA
CHIEF FINANCIAL OFFICER
PHONE: (602) 542-4641

FAX: (602) 542-3070

JAMES ASHLEY, DIRECTOR

June 1, 2017

To Whom It May Concern

Prudential Overall Supply, Inc. was granted Self-Insurance Authority on May 27, 1993 and has been authorized by the Industrial Commission of Arizona, with Self-Insurance Authority, since that time. Per R20-5-1105, Resolution of Authorization, Prudential Overall Supply, Inc.'s Self-Insurance Authority is still valid.

R20-5-1105, of the Industrial Commission of Arizona's Self-Insurance Rules states the following: The Commission shall issue a Resolution of Authorization to an applicant that meets the requirements of the Article. The Commission shall annually review and renew a Resolution of Authorization to self-insure. The authority to self-insure is valid and continues in effect until the Commission takes action under this Article or the self-insured terminates its authorization to self-insure under R20-5-1136.

Prudential Overall Supply, Inc. has submitted a complete and satisfactory self-insurance renewal package.

This letter shall serve as verification of the Prudential Overall Supply, Inc.'s continuing workers' compensation coverage to act as an authorized self-insured employer in the State of Arizona.

If there are any questions, please feel free to contact me at (602)-542-1839 or e-mail at Renee.Pastor@azica.gov

Renee Pastor

Renee Pastor
Self-Insurance
Industrial Commission of Arizona

800 West Washington Street, Phoenix, Arizona 85007
www.ica.state.az.us

RESOLUTION OF AUTHORIZATION
of
THE INDUSTRIAL COMMISSION OF ARIZONA

WHEREAS, effective May 27, 1993 the Industrial Commission of Arizona authorized PRUDENTIAL OVERALL SUPPLY, INC. to self-insure its obligations under the Arizona Workers' Compensation Act, A.R.S. § 23-901 *et seq.* for its employees included under its self-insurance program in the State of Arizona. Such authority having been renewed to present; and

WHEREAS, on June 1, 2017, PRUDENTIAL OVERALL SUPPLY, INC. requested renewal of authorization to self-insure its obligations under the Arizona Workers' Compensation Act; and

WHEREAS, the Industrial Commission of Arizona reviewed such request and supporting documents at a public meeting on August 11, 2017, and determined that PRUDENTIAL OVERALL SUPPLY, INC. has satisfied all requirements necessary under the aforementioned statute and applicable rules to continue as a self-insured employer; and

WHEREAS, PRUDENTIAL OVERALL SUPPLY, INC. agrees to comply with all statutes and rules governing self-insurance and the processing and payment of workers' compensation benefits to its employees included under its self-insurance program in the State of Arizona and further guarantees that it will continue to process and pay the workers' compensation claims of employees of prior entities and included subsidiaries from and after January 1, 1981 through the present; and

WHEREAS, PRUDENTIAL OVERALL SUPPLY, INC. has filed a security deposit in the amount of \$261,981;

This self-insurance coverage is effective for extra territorial purposes (reciprocity) the same as a workers' compensation insurance policy under A.R.S. § 23-904, Chapter 34.

NOW, THEREFORE, BE IT RESOLVED by the Industrial Commission of Arizona, that PRUDENTIAL OVERALL SUPPLY is authorized to continue to self-insure its obligations under the Arizona Workers' Compensation Act, A.R.S. §23-901 *et seq.*, for its employees included under its self-insurance program in the State of Arizona.

APPROVED this 11th day of August 2017.

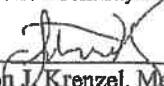
THE INDUSTRIAL COMMISSION OF ARIZONA

By: 
Dale L. Schultz, Chairman

By: 
Joseph M. Hemmely, Jr., Vice Chair

By: _____
Scott P. LeMarr, Member

By: 
Robin S. Orchard, Member

By: 
Steven J. Krenzel, Member

ATTEST:


Kara Dimas, Commission Secretary

Staff Report

TO: Mayor and City Council Members
FROM: Elizabeth Gibbs, Community Services Director
DATE: May 7, 2019
SUBJECT: FY 2019/20-2021/22 Short Range Transit Plan – Table 4 Revision

Background and Analysis:

At the April 2, 2019, City Council meeting, staff presented the first step in the Short Range Transit Plan (SRTTP) process, the submission of Table 4 – Summary of Funds Requested for FY 2019-2020 to the Riverside County Transportation Commission (RCTC) (Attachment 1). The proposed table included:

- Operating
 - Local Transportation Funds (LTF) - \$2,762,729,
 - Comprehensive Operations Analysis - \$125,000,
 - Farebox - \$275,600, and
 - Interest - \$1,000.
- Capital
 - State Transit Assistance (STA) – \$7,340,000,
 - *CNG Station Improvements - \$1,500,000,*
 - *3-ea Ford F550 Entourage Type E for replacement - \$700,000,*
 - *Vehicle Maintenance Shop Tools - \$40,000,*
 - *Administrative, Fleet Maintenance, and Operations Facility - \$5,000,000,*
and
 - *Rebranding - \$100,000.*
 - Low Carbon Transit Operations Program (Walmart Hub) - \$71,246.

The planned service highlights for FY 2019-2020 were also presented to City Council and included:

- Perform a Comprehensive Operations Analysis (COA),
- Negotiate and approve an interagency service agreement with the City of Banning,
- Reduce Route 2 service by 50% and limit the route to Beaumont bus stops only,
- Increase service on the Commuter Link 120 by 50% with an additional bus,
 - Includes the addition of a stop at Casino Morongo,
- Increase the current fare structure to align with other transit operators,
- Re-brand the buses and marketing campaigns to mirror the current City of Beaumont branding, and

- Eliminate the Pass Transit website.

Since that time, staff has submitted additional documents to RCTC, per their timeline of due dates, including a draft of the entire document, with narrative, and all required tables. Last week, verbal and written comments were received from RCTC regarding the latest draft, including a discussion about the City's capital request of \$5,000,000 for the new Transit Department administrative, fleet maintenance, and operations facility. RCTC requested documentation of City Council's support for this project and suggested that Beaumont instead revisit the project mid-year as an amendment to Beaumont's SRTP.

After further internal discussions regarding RCTC's comments on the draft SRTP, staff is recommending a phased approach for this capital project, with Phase 1 for planning and design at a cost of \$500,000 and included in FY 2019-2020; and Phase 2 for construction, at a cost of \$4,500,000 and included in FY 2020-2021. The new amounts for Table 4 are shown in Attachment 2.

Finally, staff is proposing that City Council prioritize the capital projects listed in Table 4 prior to resubmission to RCTC, with the intent of providing clarity to RCTC and documenting City Council's official position.

Fiscal Impact:

Beaumont Pass Transit Services is fully funded by various state funding mechanisms and grant resources. There is a positive impact to the General Fund in the amount of \$100,000, included in the proposed FY 2019-2020 draft SRTP.

To that end, revenues and expenditures are reported to RCTC monthly and monitored closely to ensure that the operations are in line with the adopted SRTP and do not exceed LTF and STA funding limits.

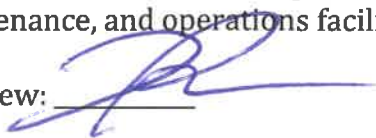
Finance Director Review: _____



Recommendation:

1. Direct staff on the prioritization of FY 2019-2020 Transit capital projects;
2. Authorize staff to prepare and resubmit the updated Table 4 with the new prioritization and the revised request of \$500,000 for Phase 1 of the administrative, fleet maintenance, and operations facility capital project.

City Manager Review: _____



Attachments:

1. SRTP FY 19-20 Table 4
2. SRTP FY 19-20 Table 4 revised

City of Beaumont
FY 2019/2020
Summary of Funds Requested
Short Range Transit Plan

Table 4 - Summary of Funds Requested for FY-2019/2020

Project Description	Capital Project Number (1)	Total Amount of Funds	LTF	STA	SGR	LCTOP	Fare Box	Interest
Operating Expenses		\$2,914,329	\$2,762,729				\$275,600	\$1,000
Interest								
Comprehensive Operations Analysis		125,000.00						
Subtotal: Operating		\$3,039,329	\$2,762,729	\$0	\$0	\$0	\$275,600	\$1,000
CNG Station Improvements	20-01	\$1,500,000		\$1,500,000				
3- Ford F 550 Entourage Type E for Replacement	20-02	\$700,000		\$700,000				
Shop Tools	20-03	\$40,000		\$40,000				
Administrative Offices	20-04	\$5,000,000		\$5,000,000				
Rebranding	20-05	\$100,000		\$100,000				
Walmart Mobility Hub Remodel	20-06	\$71,246				\$71,246		
Subtotal: Capital		\$7,411,246	\$0	\$7,340,000	\$0	\$71,246	\$0	\$0
Total: Operating & Capital		\$10,450,575	\$2,762,729	\$7,340,000	\$0	\$71,246	\$275,600	\$1,000

City of Beaumont
FY 2019/2020
Summary of Funds Requested
Short Range Transit Plan

Table 4 - Summary of Funds Requested for FY-2019/2020

Project Description	Total Amount of Funds	LTF	STA	LCTOP	Fare Box	Interest
Operating Expenses FR & Admin	\$ 1,589,730	\$ 1,404,730			\$ 185,000	
Commuter 120 & 125 Operating & Admin	\$ 1,048,500	\$ 975,500			\$ 73,000	
FY 16/17 LCTOP Commuter 125 Operations	\$ 16,899			\$ 16,899		
DAR Operating Expenses	\$ 253,000	\$ 230,000			\$ 23,000	
Interest & Other Income	\$ 6,200					\$ 6,200
Comprehensive Operations Analysis	\$ 125,000	\$ 125,000				
Subtotal: Operating	\$ 3,039,329	\$ 2,735,230	-	\$ 16,899	\$ 281,000	\$ 6,200
Project Description	Capital Project Number (1)	LTF	STA	LCTOP	Fare Box	Interest
CNG Station	20-01		\$ 1,500,000			
3- Ford F 550 Entourage Type E for Replacement	20-02		\$ 700,000			
Shop Tools	20-03		\$ 40,000			
Administrative, Fleet Maintenance & Operations Facility	20-04		\$ 500,000			
Brand and Logo Update	20-05		\$ 100,000			
Passenger Amenities	20-06		\$ 71,246	\$ 71,246		
Subtotal: Capital	\$ 2,911,246	-	\$ 2,840,000	\$ 71,246	-	-
Total: Operating & Capital	\$ 5,950,575	\$ 2,735,230	\$ 2,840,000	\$ 88,145	\$ 281,000	\$ 6,200

Staff Report

TO: Mayor and Council Members

FROM: Elizabeth Gibbs, Community Services Director

DATE: May 7, 2019

SUBJECT: Arborist Reports for Trees Located at the Beaumont Civic Center Campus, Stewart Park, and Portions of Beaumont Avenue

Background and Analysis:

Trees in the public right-of-way and City-owned parks are an asset to the community, its members, and enhance the quality of life for all residents. These trees require regular maintenance of soil management, fertilization, irrigation, and pruning. However, in some instances, public trees may need to be removed when they pose an imminent risk to the safety of the public, safety of structures, or are no longer living.

The trees located at the Beaumont Civic Center campus (BCC), Stewart Park, and portions of Beaumont Avenue need maintenance. Staff procured the services of a qualified arborist, in accordance with the Beaumont Municipal Code Chapter 3.02, to evaluate these trees and make an expert recommendation for their maintenance. Precision Tree Experts was awarded a professional services agreement in an amount not-to-exceed \$15,000 (Attachment 1).

John Huddleston, a qualified arborist with Board Certified Master Arborist #WE-7660B-International Society of Arboriculture and a registered Consulting Arborist #625-American Society of Consulting Arborists, performed surveys, assessments, and prepared reports with various recommendations for trees located at the BCC campus, Stewart Park, and portions of Beaumont Avenue.

Beaumont Civic Center Campus

The BCC campus' family of tree species includes: Redwood, Incense Cedar, Deodar Cedar, International Live Oak, Ash, Live Oak, Magnolias, Ornamental Plums, Glossy Privet, Queen Palms, Maple, Brachychiton and Mulberry. The report provides guidelines for pruning trees in compliance with the American National Standards Institute A300 standard for tree, shrub, and other woody plant management and in conformity with the clearance requirements for utilities and public rights-of-way (Attachment 2). A "Level Two Basic Assessment" was performed, which included a detailed visual inspection of each tree and its surrounding site using basic tools without climbing the trees, probing cavities, root crown excavation, or any other advanced diagnostic procedures.

There are seventy-nine (79) trees of various species located around the BCC campus, which includes the Orange Avenue public parking lot. Most trees were found to be healthy, with few major structural concerns; however, the report recommends removal and replacement of seventeen (17) trees for a variety of reasons, including posing either a physical threat to the public or infrastructure that cannot be reasonably managed through pruning or supplemental support (Attachment 2, Appendix A and B). Replacement recommendations were not included in this report. Of the remaining trees, seven (7) will require the installation of supplemental support systems such as cables and brace rods.

Below is a summary of the arborist’s recommendations for removal of trees at the BCC campus:

Beaumont Civic Center (not including Orange Ave parking lot)

Tree Species/Map No.	Diameter
Deodar Cedar/DC10	12”
Int. Live Oak/ILO1	19”
Ash/A1	17”
S. Magnolia/SM10	8”
Orn. Plum/OP7	10”
C. Live Oak/CL07	21”
Mulberry/Mul1, Mul2	unknown

Orange Avenue parking lot

Tree Species/Map No.	Diameter
Ash/Ash1, 3, 4, 5, 6, 7, 10, 11, 12	9”-19”

Stewart Park

A similar assessment was performed, and a report drafted for Stewart Park, which encompasses 8th Street north to 11th Street, and Orange Avenue east to Maple Avenue. Stewart Park’s family of tree species includes: Deodar Cedar, Mulberry, Eucalyptus, Siberian Elm, So. Live Oak, Ash, Liquidambar, Ca. Fan Palm, Italian Cypress, Maple, and Aleppo Pine (Attachment 3).

There are eighty-four (84) trees of various species located around Stewart Park. Most trees were found to be healthy, with few major structural concerns; however, the report recommends removal and replacement of sixteen (16) trees for a variety of reasons, including posing either a physical threat to the public or infrastructure that cannot be reasonably managed through pruning or supplemental support (Attachment 3, Appendix A and B). Replacement recommendations were not included in this report. Of the remaining trees, ten (10) will require the installation of supplemental support systems such as cables and brace rods.

Below is a summary of the arborist's recommendations for removal of trees at Stewart Park:

Tree Species/Map No.	Diameter
So. Live Oak/SL05	15"
Mulberry/Mul4,5,6,7,8,9,10,11,12,13	6"-23"
Siberian Elm/SE6,8,9,10,12	27"-31"

Beaumont Avenue

The final assessment performed during this initial phase of the contract included the Deodar Cedar trees that line Beaumont Avenue, north of Oak Valley Parkway, within the City limits (Attachment 4). The Deodar Cedars located in the County of Riverside, which are located north of Brookside Avenue on the east side of Beaumont Avenue, were excluded. The report provides guidelines for pruning trees in compliance with the American National Standards Institute A300 standard for tree, shrub, and other woody plant management and in conformity with the clearance requirements for utilities and public rights-of-way. A "Level One Limited Visual Assessment" was performed, with the use of a simple measuring stick at six separate locations along Beaumont Avenue, for measurements and observations.

There were approximately two-hundred (200) trees evaluated by the arborist. Most of the trees are mature, presumably over forty (40) years old, with a few younger trees scattered in between. Many of the trees have injuries around the bases from unknown origins; possibly due to vehicle collisions and line trimmer damage.

There are no recommendations for the removal of trees along Beaumont Avenue. Based on the arborist's observations and compiled knowledge, the Deodar Cedars along Beaumont Avenue can be effectively pruned back to clearance specifications without endangering the public or compromising the wellbeing of the trees, themselves.


Fiscal Impact:

The cost to prepare the staff report was approximately \$300.

Finance Director Review: 

Recommendation:

1. Authorize staff to award a contract to remove and prune the trees outlined in the arborist's reports, in accordance with the procurement procedures in the Beaumont Municipal Code.

City Manager Review: 

Attachments:

- A. Professional Services Agreement – Precision Tree Experts
- B. Pruning Guidelines for Trees at Civic Center Campus
- C. Pruning Guidelines for Trees at Stewart Park
- D. Pruning Guidelines for Deodar Cedar Trees along Beaumont Avenue
- E. Photos of trees to be removed

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 1st day of March 2019, by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and Precision Tree Experts whose address is PO Box 2444, Idyllwild, CA 92549 ("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 arborist reports on certain trees; and
- B. CONTRACTOR has made a proposal ("Proposal") to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit "A"; and
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.
2. Services to be Performed. CONTRACTOR agrees to provide the services ("Services") as follows: to provide arborist report and recommendation on certain trees throughout the City and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates John Huddleston as CONTRACTOR'S professional responsible for overseeing the Services provided by CONTRACTOR.
3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR'S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed Fifteen thousand dollars and zero cents (\$15,000.00).

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

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

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

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

5. Obligations of CONTRACTOR.

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

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work

hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

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

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

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

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

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

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

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

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

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall

comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

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

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

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

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

7. General Conditions pertaining to Insurance Coverage

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

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

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except

after thirty (30) days' prior written notice has been given to CITY.

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

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

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

8. Indemnification.

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

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

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

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

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

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

11. Status of CONTRACTOR.

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

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

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

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

12. Ownership of Documents: Audit.

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

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

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

CITY:

CITY OF BEAUMONT

By: _____



Todd Parton, City Manager

CONTRACTOR:

Precision Tree Experts

By: _____



Print Name: John Huddleston

Title: Owner

EXHIBIT "A"

PROPOSAL

Precision Tree Experts
 PO Box 2444
 Idyllwild, CA 92549
 (951)288-5473
 idyllwildtreedoctor@gmail.com

ESTIMATE

ADDRESS

Aftab Hussain
 City of Beaumont
 550 E. 6th Street
 Beaumont, CA 92223

ESTIMATE # 3149
DATE 02/25/2019

DATE	ACTIVITY	QTY	RATE	AMOUNT
02/25/2019	<p>Consultation Services:Consultation with Official Reporting Evaluate trees and shrubs on property and provide a formal written report about their status. Reports will include any observed areas of concern along with recommendations or proposals for mitigation. Report will be generated in concurrence with the standard set forth by the American Society of Consulting Arborists.</p> <p>A minimum charge of \$200.00 will include 1 hour of combined site evaluation and report preparation. Additional charges may be incurred by the use of certain specialized equipment, sub-contractors, or laboratory analysis of samples. Further time will be billed at a \$200 hourly rate plus any applicable expenses for materials, specialized equipment, or laboratory analysis of samples.</p> <p>Travel to and from sites is billed at \$75.00/hour</p>	1	200.00	200.00
02/25/2019	<p>Services Travel</p>	4	75.00	300.00

*Individual Item costs are subject to change if held separately from the remaining estimate.

TOTAL

\$500.00

signature of property owner / authorized representative

* I have read and accept the attached Terms and Conditions

Date

Accepted By

Accepted Date

John Huddleston - Master Arborist
 Precision Tree Experts
 Contractor License No. 940092
 951-288-5473
 idyllwildtreedoctor@gmail.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Van Beurden Ins. Serv, Inc. - Kingsburg PO Box 67 Kingsburg CA 93631	CONTACT NAME: Jeanette J Heinrichs PHONE (A/C, No, Ext): (559) 897-2975 FAX (A/C, No): (559) 897-4070 E-MAIL ADDRESS: erikvb@vanbeurden.com
	INSURER(S) AFFORDING COVERAGE
INSURED (951) 288-5473 Precision Tree Experts P. O. Box 2444 Idillywild CA 92549	INSURER A: Lloyd's of London NAIC# 15792 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Cert ID 32828 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pest./Herb. Endt. <input checked="" type="checkbox"/> BI/PD Dedt. \$1,000 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		17IPG057537	06/16/2018	06/16/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof. Liab./E&O		17IPG057537	06/15/2018	06/16/2019	\$1,000 Dedt. \$ 2,000,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Beaumont, its officers, officials, agents, representatives, and employees are named as additional insured as respect to General Liability per the attached form(s) only when required by written contract.

CERTIFICATE HOLDER City of Beaumont 550 E. 6th Street Beaumont CA 92223	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (LONDON FORM)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization (Additional Insured):		Location of Covered Operations
AS REQUIRED BY INSURED'S WRITTEN CONTRACT	Blanket	AS REQUIRED BY INSURED'S WRITTEN CONTRACT

	Premium Basis	Rates	Advance Premium
Bodily Injury and Property Damage Liability	Incl.	(Per \$1000 of cost)	\$ Incl.
SEE SCHEDULE		Total Advance Premium	\$ Incl.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization (called "additional insured") shown in the Schedule but only with respect to liability arising out of:
 - (a) Your ongoing operations performed for the additional insured(s) at the location designated above; or
 - (b) Acts or omissions of the additional insured(s) in connection with their general supervision of such operations.
2. With respect to the insurance afforded these additional insureds, the following additional provisions apply:
 - A. Additional Exclusions. This insurance does not apply to:
 - (1) "Bodily injury" or "property damage" for which the additional insured(s) are obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured(s) would have in the absence of the contract or agreement.
 - (2) "Bodily injury" or "property damage" occurring after:
 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.
 - (3) "Bodily injury" or "property damage" arising out of any act or omission of the additional insured(s) or any of their "employees", other than the general supervision by the additional insured(s) of your ongoing operations performed for the additional insured(s).
 - (4) "Property damage" to:
 - (a) Property owned, used or occupied by or rented to the additional insured(s);
 - (b) Property in the care, custody, or control of the additional insured(s) or over which the additional insured(s) are for any purpose exercising physical control; or
 - (c) Any work, including materials, parts or equipment furnished in connection with such work, which is performed for the additional insured(s) by you.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 06-27-2018

GROUP:
POLICY NUMBER: 9213201-2018
CERTIFICATE ID: 1
CERTIFICATE EXPIRES: 06-27-2019
06-27-2018/06-27-2019

CONTRACTORS STATE LICENSE BOARD
WORKERS COMPENSATION UNIT
PO BOX 26000
SACRAMENTO CA 95826-0026

SP

LIC PERMIT#: 940092
INCEPTION DATE:06-27-2018
DO:SP

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

[Signature of Authorized Representative]

Authorized Representative

[Signature of President and CEO]

President and CEO

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING:
THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER;
EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS' COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

HUDDLESTON, JOHN BUCHANAN DBA: PRECISION
TREE EXPERTS
PO BOX 2444
IDYLLWILD CA 92549

City of Beaumont
California

Pruning Guidelines for Trees at Civic Center Campus

Precision Tree Experts

PO Box 2444 Idyllwild, CA 92549

John Huddleston –

Board Certified Master Arborist #WE-7660B International Society of Arboriculture

Registered Consulting Arborist #625 American Society of Consulting Arborists

951-288-5473

idyllwildtreedoctor@gmail.com

To Whom It May Concern:

Enclosed is a report ordered by Mr. Aftab Hussain on my independent field investigation of the tree population at the Beaumont Civic Center campus located at 550 E. 6th Street, Beaumont, CA 92223, and its accompanying parking lot across Orange Avenue. It has been prepared to provide guidelines for pruning the trees in compliance with the American National Standards Institute A300 Standard for Tree, Shrub, and Other Woody Plant Management and in conformity with the clearance requirements for utilities and public right-of-ways.

Please feel free to contact me with any questions you may have about this report, or any other service we can provide.

Regards,

John Huddleston

Board Certified Master Arborist #WE-7660B International Society of Arboriculture

Registered Consulting Arborist #625 American Society of Consulting Arborists

C. (951) 533-2171

O. (951) 288-5473

F. (951) 659-4383

idyllwildtreedoctor@gmail.com

PO Box 2444

Idyllwild, CA 92549

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SUMMARY

After receiving complaints over low branches of Deodar Cedars over the road along Beaumont Ave. from motorists, Aftab Hussain contacted me on behalf of the City of Beaumont to provide recommendations for the **pruning** of those trees along with the trees at the Civic Center campus, its accompanying parking lot, and other sites not relevant to this report.

I met Aftab and Elizabeth Gibbs at the site on March 26th, 2019, where I performed a level two basic assessment of all the trees, looking for hazards to the public or infrastructure.

Based on my experience, research, field observations, and site histories as orally provided to me by Aftab and Eizabeth, I have compiled the pruning recommendations for the trees in this report.

INTRODUCTION

Background

On Feb. 25th, I was contacted by Aftab. He explained to me over the phone that he was looking for official pruning recommendations for various sites around the city of Beaumont including the trees at the Beaumont Civic Center campus.

After discussing my initial opinion and my terms of employment, I was eventually contracted by the City of Beaumont on March 20th.

Assignment

Travel to and from sites around Beaumont, CA. Visually inspect all trees around the Campus and accompanying parking lot; along with other trees and sites not relevant to this report. Provide pruning recommendations in compliance with the American National Standards Institute A300 Standard for Tree, Shrub, and Other Woody Plant Management. Provide a map with trees numbered.

Limits of the Assignment

With limited time and very basic objectives, this assignment was carried out using a **Level Two Basic Assessment** which is a ground based, detailed, visual inspection of a tree and its surrounding site using basic tools; and a synthesis of the of the information collected. I did not climb the trees, **probe cavities**, **excavate the root crown**, or employ any other advanced diagnostic procedures.

I was informed by Aftab that the pruning operations will be supervised by myself, so I forewent more detailed instructions in favor of reasonable conciseness.

Purpose and Use of Report

The purpose of this report is to present the information gathered through my observations of the trees at the Civic Center campus and its accompanying parking lot in conjunction with the site history and supplemental information provided to me by Mr. Hussain, Mrs. Gibbs, the City of Beaumont Website, and later, a phone call with Public Information Officer Ashley Starr. It is also the purpose of this report to communicate my recommendations for the pruning of the trees to Aftab and any others that may be concerned, ie: pruning contractors. It is not intended as legal advice, nor does it intend to be represented as a substitution for legal advice. Upon submission, this report has been purchased by and is therefore the property of the City of Beaumont to be used at its discretion.

OBSERVATIONS

Site Visit

On two occasions, March 26th and April 1st, 2019, under contract with the City of Beaumont, I visited the tree population at the Beaumont Civic Center campus, and its accompanying parking lot across Orange Avenue.

Site Location and Condition

The Civic Center is located at 550 E. 6th Street, Beaumont, CA 92223. 6th St is a busy public street and Magnolia Ave and Orange Ave are less so. Typical urban interface with either lawn, bare dirt, or concrete comprising the root zone coverage. Few trees had gravel mulch at their bases.

Tree Description

(see attached Recommendations Spreadsheet)

Tree Conditions

(see Discussion)

ANALYSIS AND TESTING

Mapping

I used Google earth for the aerial view and combined it with rudimentary maps made on site in A preview program.

Basic Level Two Assessment

Ground based, detailed, visual inspection of a tree and its surrounding site using basic tools; and a synthesis of the of the information collected.

Mode of Operation

I worked in a clockwise pattern from the Orange Ave entrance looking at every tree. I measured their diameters and looked for major defects as well as general maintenance concerns. After completing the Civic Center campus, I examined the trees in the accompanying parking lot across Orange Avenue starting at the Southeast corner and working around the perimeter counter clockwise before lastly addressing the trees in the parking islands. Around the Civic Center Campus I found healthy trees with few major structural concerns. The accompanying parking lot across Orange Ave. had many sun damaged trees and trees that lifted the surrounding concrete walkways and parking lot. These trees as well as others listed in Appendix A (see attachment) present significant hazards, or require prohibitively expensive recurring maintenance (either currently or in the near future) and were recommended for complete **removal and replacement**. Replacement recommendations are not included in this report. Some other trees will require the installation of **supplemental support systems** (cables and brace rods), **sunscald protection/therapy**, **fertilization**, and **plant growth regulators**.

DISCUSSION

Previously maintained trees will require very little pruning.

Dead branches 2" and larger in diameter have the potential to cause personal injury and/or property damage and should be removed.

Rapidly growing lateral branches (branches with a **branch aspect ratio** of greater than 3:1, or branches with very little **taper** that extend beyond the rest of the crown) will need to be reduced from the branch ends by approximately 25%. This will help to prevent overextension on the lever arms resulting in branch failure. Branch failure could result in personal injury and possible injury to the main trunk from **branch collar** damage. Injury to the main trunk can result in internal **decay** and

Trees with **included bark** and/or **codominant stems** in parts greater than 4" in diameter which cannot be sufficiently mitigated with pruning will require **supplemental support cables** and/or **bracing rods** in favor of **removal cuts** which would likely result in decay and future failures.

Most **reduction cuts** will be between 1"-2" in diameter. Most of the species surveyed, with the exception of the Mulberries, do not tend to grow wider than 2" in 3 years, so most pruning cuts should not exceed 2" in diameter.

Trees along streets will need to be raised to provide 14' of clearance over the curb and 17.5' of clearance over road center and bus stops.

Trees over walkways will require 10' of clearance.

Trees without a visible **root collar** will need **root collar excavation** to reduce the likelihood of developing stem rot and other problems.

Trees that have the thin bark of branches overexposed to the sun from aggressive pruning practices, branch failures, or poor species placement should be covered with a 1:1 white/grey exterior latex paint:water solution to protect vulnerable tissue from radiation damage (**sun scald**) and reflect light throughout crown to promote interior sprouting.

Any limbs extending closer than 5.5 feet from high voltage lines less than 33KV (8.5 for up to 66KV) must be pruned back or removed, depending on diameter of cut, to create a minimum of 8.5 feet of clearance; 11.5 up to 66KV. Limbs outside of 5.5 feet from 33KV power lines will not be pruned for the purposes of line clearance this year.

Trees near power lines, roads, and walkways that require frequent pruning will benefit from the application of plant growth regulators which will increase the duration of the pruning interval.

All of the trees surrounded by lawn or bare soil should have 2"-4" off **mulch** installed within the **critical root zone** (10" radius : 1" Diameter of trunk at Standard 54" height) or to the extent that is practical within existing infrastructure. In those cases where lawn is present inside the critical root zone, lawn should be removed and replaced with mulch.

Trees that pose either a physical threat to the public or infrastructure that cannot be reasonably managed through pruning or supplemental support have been recommended for removal and replacement with an appropriate species in an appropriate location. These trees have been marked on the maps with a red R.

CONCLUSION

Based on my observations and compiled knowledge, I believe that trees at the Civic Center and accompanying parking lot across Orange Avenue can be effectively pruned and otherwise maintained to American National Standards Institute A300 Tree, Shrub, and Other Woody Plant Maintenance specifications without endangering the public or compromising the wellbeing of the trees, themselves, with few exceptions. Those exceptions have been recommended for removal and replacement with an appropriate species in an ideal location. It is important that the contractors responsible for completing the project are familiar with the American National Standards Institute A300 Standards for Tree, Shrub, and Other Woody Plant Management. The chipped debris from the pruning should be spread below the trees to a depth of no more than 4" with uniform coverage wherever possible.

RECOMMENDATIONS

See Below (pages 5-6)

Pruning Guidelines for Trees at Beaumont Civic Center and Accompanying Parking Lot Across Orange Avenue

*to be used in conjunction with: Beaumont Civic Center Campus – Tree Map; Accompanying Parking Lot Across Orange Ave – Tree Map; City of Beaumont Civic Center - Tree Pruning Recommendations Spreadsheet

Location and Trees to be Pruned/Removed or Otherwise Maintained:

All trees at the Beaumont Civic Center campus located at 550 E. 6th Street, Beaumont, CA 92223, and its accompanying parking lot across Orange Avenue Beaumont, CA, 92223

Qualified Arborists: Pruning shall be performed only by arborists or other qualified professionals who, through related training and on-the-job experience, are familiar with the ANSI A300 standards, general practices, and hazards of arboriculture related to the pruning and the equipment used in such operations.

No person shall plant, trim, or remove any tree or shrub on any, public street or right-of-way without approval of a permit by the City of Beaumont - Planning Department.

Objectives: Maintain trees according to the American National Standards Institute A300 Guidelines for Tree, Shrub, and Other Woody Plant Maintenance to manage public risk; manage the health of the trees; improve branch and trunk architecture; minimize future interference with traffic, lines of sight, or infrastructure; provide **clearance** to ensure safe and reliable utility services; comply with regulations; and manage wildlife habitats.

Pruning Systems: Natural

Tree Parts to be pruned/removed/maintained:

- Dead branches larger than 2" in diameter shall be removed.
- Rapidly growing lateral branches (branches with a **branch aspect ratio** of greater than 3:1, or branches with very little taper that extend beyond the rest of the crown) shall be reduced.
- Trees with **included bark** and/or **codominant stems** in parts greater than 4" in diameter will require supplemental support in favor of **removal cuts**.
- **Codominant stems** less than 4" in diameter at the **parent union** will be removed.
- Codominant stems greater than 4" in diameter at the parent union will be **subordinated**.
- Most **reduction cuts** will be between 1"-2" in diameter.

- Any limbs extending closer than 5.5 feet from high voltage lines less than 33KV (8.5 for up to 66KV) must be pruned back or removed, depending on diameter of cut, to create a minimum of 8.5 feet of clearance; 11.5 up to 66KV. Limbs outside of 5.5 feet from 33KV power lines will not be pruned for the purposes of line clearance this year.
- Trees that have the thin bark of branches overexposed to the sun from aggressive pruning practices, branch failures, or poor species placement should be covered with a 50:50 white/grey exterior latex paint:water solution to protect vulnerable tissue from radiation damage and reflect light throughout crown to promote interior sprouting.
- Trees that pose either a physical threat to the public or infrastructure that cannot be reasonably managed through pruning or supplemental support have been recommended for removal and replacement with an appropriate species in an appropriate location. These trees have been marked on the maps with a red R.

Pruning Amount: No more than 15% of the living canopy of any one tree may be removed without specific instruction. Pruning operations should remove no more living material than what is necessary to achieve specified goals. Rapidly growing lateral branches (branches with a branch aspect ratio of greater than 3:1, or branches with very little taper that extend beyond the rest of the crown) will need to be reduced by approximately 20% of. Codominant stems greater than 4" in diameter at the parent union will be **subordinated** by 20%.

Location of Parts in Canopy: The entire canopy of the trees will be considered.

Acceptable Pruning Cut Types:

1. **Reduction cuts** up to 3" in diameter.
 - Reduction cuts should be made to live lateral branches or codominant stems when they can be expected to sustain the remaining branch or stem.
 - The remaining lateral branch should typically be at least one third the diameter of the stem or branch being removed.
 - Reduction cuts should be made at a slight angle to the remaining branch or codominant stem, without damaging the branch bark ridge and without leaving a stub (see fig. 7.3.4).
2. **Removal cuts** up to 4" in diameter.
 - Branch removal cuts shall be made without cutting into the branch bark ridge or branch collar, or leaving a stub (see fig. 7.2.1).
 - When a branch collar is not apparent, the cut shall be made without cutting into the branch bark ridge, parent stem, or leaving a stub (see fig. 7.2.2.1).

Unacceptable Pruning Cut Types:

- **Heading cuts** (pruning cuts that remove branches or stems between nodes, leaving a stub, to a bud, or to a live branch typically less than

one-third the diameter of the branch or stem being removed) Heading cuts are **not** acceptable pruning cuts.

- **Flush cuts** (A pruning cut that removes the branch bark ridge and/or branch collar, damaging the trunk or parent branch.) A flush cut is **not** an acceptable removal cut (see fig. 7.1.9).

Branches shall be pre-cut when necessary to avoid the splitting of the wood or tearing of the bark (see fig. 7.1.2).

When removing a dead branch or stem, the final cut shall be made just outside the collar of living tissue without leaving a stub (see fig. 7.1.5)

Size of Cuts: Most reduction cuts should be less than 2” in diameter. Most removal cuts should be less than 4” in diameter. The smallest diameter cut that meets the objective should be preferred. The number and size of cuts that expose heartwood should be minimized.

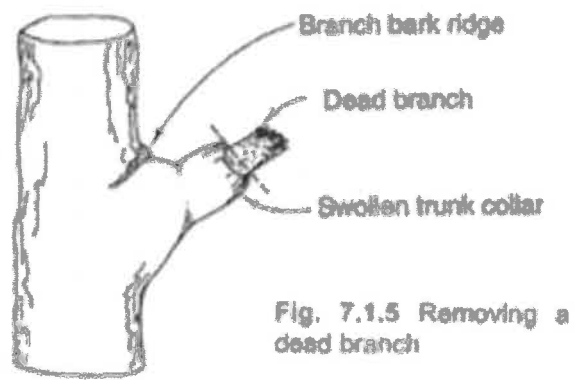
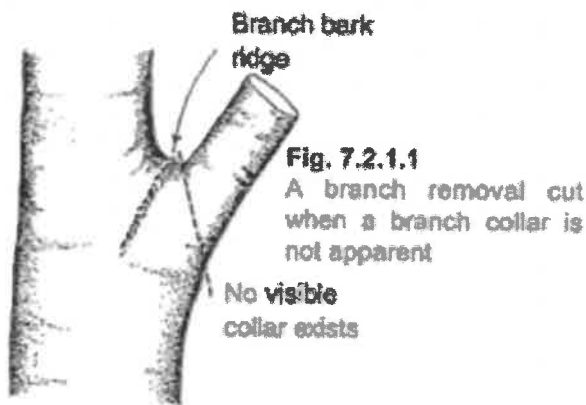
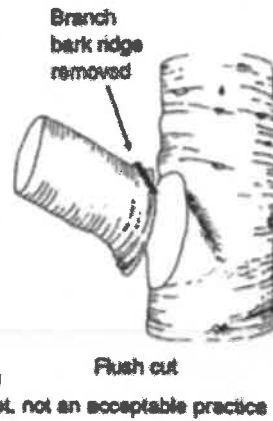
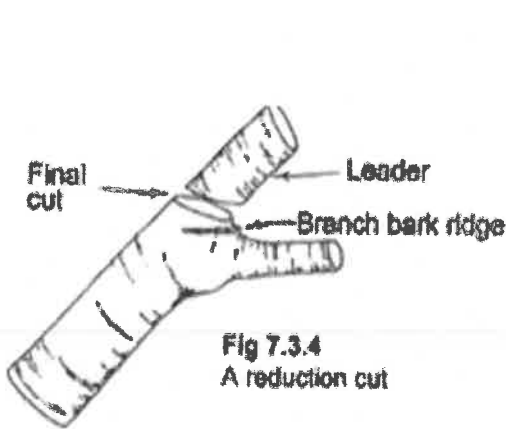
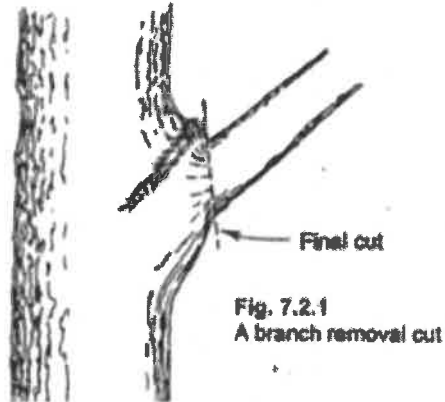
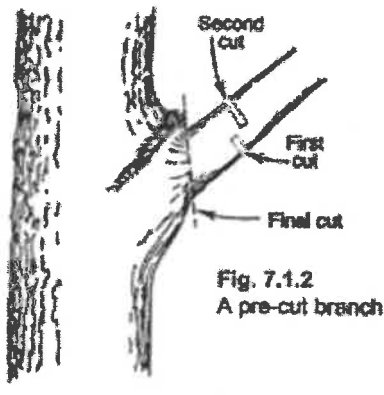
Disposal of Debris: Removed branches shall be chipped and the chips shall be left and spread on site or at nearby storage site. Depth of spread piles shall not exceed 4”.

Clearance Distances: Trees shall be trimmed to maintain a minimum clearance of 10 feet above the sidewalk (and locations for proposed future sidewalks), 14 feet above a curb, 17½ feet at center in residential areas, and 17½ feet above the curb at bus stops. Trees must maintain ([Ord. No. 1069, § 4\(Exh. A\), 1-16-2016](#)). Any limbs extending closer than 5.5 feet from high voltage lines must be pruned back or removed, depending on diameter of cut, to create a minimum of 8.5 feet of clearance.

Wildlife Habitats:

Pruning activities may affect wildlife, either directly through disturbance, or by manipulation of habitat such as food supplies, cover, nesting or roosting sites. Pruning activities may also violate certain regulations, including the federal Migratory Bird Treaty Act, the Endangered Species Act and other federal, state, and local regulations. A biologist should inspect the trees prior to commencement of pruning and contractors should be modify work procedures as appropriate to avoid disturbing, injuring, or killing protected wildlife. Retention or enhancement of desired wildlife features that do not pose unacceptable risk, such as perches, cavities or other nesting sites.

Figures



GLOSSARY

Abscission: The natural detachment of parts of a plant, typically dead leaves and ripe fruit.

Arboriculture: The art, science, technology, and business of commercial, public, and utility tree care.

Arborist: An individual engaged in the profession of arboriculture who, through experience, education, and related training, possess the competence to provide for or supervise the management of trees and other woody plants.

ANSI A300 Standards for Tree Care Operations: in the United States, industry-developed, national consensus safety standards of practice for tree care.

Basic Level Two Assessment: Ground based, detailed, visual inspection of a tree and its surrounding site using basic tools; and a synthesis of the of the information collected.

Booklet style report: Booklet reports present information in an abbreviated book form. Booklet reports are probably the most commonly used and readily recognizable report format.

Branch: A shoot or stem arising from another branch or stem.

Branch bark ridge: The raised strip of bark on the top and side of a union where the branch and parent stem meet.

Branch Collar: The area of swelling at the union between a parent stem and a smaller branch.

Canopy: Upper portion of the tree consisting of scaffolding branches, smaller limbs, and twigs.

Clearance: Vegetation removal from within a specified area.

Codominant Stems- Two or more main stems (or "leaders") that are about the same diameter and emerge from the same location on the main trunk. As the tree grows older, the stems remain similar in size without any single one becoming dominant.

Critical root zone: Area of soil around a tree trunk where roots are located that provide stability and uptake of water and minerals required for tree survival.

Crown: The part of a tree or shrub, measured from the lowest branch upward including all the branches and foliage.

Decay: The state or process of rotting and decomposition.

Desiccation: The state of extreme dryness, or the process of extreme drying.

Diameter: The length of a straight line through the center of a circle.

Directional Pruning: Selective removal of branches to guide and/or discourage growth in a particular direction.

Dripline: Imaginary line defined by the branch spread of a single plant or group of plants.

Epicormic: (of a shoot or branch) growing from a previously dormant bud on the trunk, limb, or root of a tree.

Excavate: Remove earth carefully and systematically from an area in order to find buried items.

Flush Cut: A pruning cut that removes the branch bark ridge and/or branch collar, damaging the trunk or parent branch.

Heading cut: Pruning cut that removes the branch or stem between nodes (leaving a stub), to bud, or to a live branch typically less than one third the diameter of the branch or stem being removed.

Herbicide: A substance that is toxic to plants and is used to destroy unwanted vegetation.

Label (pesticide):

Lateral Branch: A shoot or stem growing from a larger (parent) branch.

Natural (pruning system): A pruning system intended to maintain the tree's characteristic growth pattern and adaptations.

Level One Limited Visual Assessment: Fastest but least thorough, means of assessment intended primarily for managing large populations when time and resources are limited.

Node: Slightly enlarged portion of a stem (or branch) where shoots arise.

Paclobutrazol: Anti-gibberellin plant growth regulator

Parent Stem/Branch: A tree trunk, main stem, leader, or branch from which other smaller branches grow.

Probe: Physically explore or examine with the hands or an instrument.

Pruning: The selective removal of plant parts to achieve defined objectives.

Pruning amount: Quantity of plant parts to be removed at one pruning, expressed in terms of a number of branches or other parts removed, and/or percentage of the crown or buds removed on an entire tree or specified branches.

Qualified arborist: An individual who, by possession of a recognized degree, certification, or professional standing, or through related training and on-the-job experience, is familiar with the equipment and hazards involved in arboricultural operations and who has demonstrated ability in the performance of the special techniques involved.

Reduction: Arboricultural term referring to decreasing branch length, or plant height and/or spread.

Reduction cut: A pruning cut that removes the larger of two or more branches or stems, or one or more codominant stem(s), to a live lateral branch, typically at least one third the diameter of the stem or branch being removed.

Removal (whole tree): Cut down entire tree and dispose of debris. Grind stumps and roots wherever possible and necessary.

Removal cut/branch: A pruning cut that removes the small of two branches at a union, or a parent stem, without cutting into the branch bark ridge or branch collar, or leaving a stub.

Replacement: Plant a new tree in an appropriate location for its species with regard to its mature size and needs.

Risk: The combination of the likelihood of an event and the severity of the potential consequences.

Root Crown/Collar: Part of the root system from which a stem arises. Vascular changes take place at this point.

Root Barrier: Mechanical or chemical sheets that redirect tree roots down and away from hardscapes or infrastructure.

Soil Texture: A determination of the relative amounts of sand, silt, and clay in the soil.

Subordination: The removal of the end of a branch or stem to reduce leaf surface area, and to slow its growth relative to the parent, or to other branches or stems.

Suckers: Types of vigorous shoots which grow from a bud at the base of a tree or shrub or from adventitious buds in its roots.

Surface Roots: Tree roots growing on or just below the soils surface.

Structural pruning: Pruning to establish a strong arrangement or system of scaffold branches.

Taper: A gradual or incremental reduction in diameter.

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Appendix A

City of Beaumont, CA
Civic Center and Accompanying Parking Lot across Orange Ave.

pg1

Tree Pruning Recommendations

Tree Species and Map No.	Diameter at Standard Height (54")	Remove Dead Branches ≥ 2" in Diameter Y/N	10' Sidewalk Clearance Y/N	14'-17.5' Street Clearance Y/N	5'-8' Utility Clearance Y/N	Reduce Overextended Branches 20% Y/N	2"-4" Install Mulch Y/N	B.Rods/Support Cable(s) Y/N	Prevent Sun Scald Y/N	Cut Down and Remove Dead or Hazardous Tree Y/N
C.Redwood CR1	44"	Y	N	N	Y	Y	Y	Y	N	N
C.Redwood CR2	49"	Y	N	N	N	Y	Y	N	N	N
IncenseCedar IC1	47"	Y	N	N	N	Y	Y	N	N	N
Deodar Cedar DC1	46"	Y	N	N	N	Y	Y	Y	N	N
Deodar Cedar DC2	47"	Y	N	N	N	Y	Y	N	N	N
Deodar Cedar DC3	34"	Y	Y	Y	N	Y	Y	N	N	N
Deodar Cedar DC4	43"	Y	Y	Y	N	Y	Y	N	N	N
Deodar Cedar DC5	42"	Y	Y	Y	N	Y	Y	N	N	N
Deodar Cedar DC6	36"	Y	Y	Y	N	Y	Y	N	N	N
Deodar Cedar DC7	34"	Y	Y	Y	N	Y	Y	N	N	N
Deodar Cedar DC8	54"	Y	N	N	N	Y	Y	N	N	N
Deodar Cedar DC9	41"	Y	N	N	N	Y	Y	N	N	N
Deodar Cedar DC10	12"	N	N	N	N	N	N	N	N	Y

City of Beaumont, CA
Civic Center and Accompanying Parking Lot across Orange Ave.

pg2

Tree Pruning Recommendations

Tree Species and Map No.	Diameter at Standard Height (54")	Remove Dead Branches \geq 2" in Diameter and upright sprouts Y/N	10' Sidewalk Clearance Y/N	14'-17.5' Street Clearance Y/N	5'-8' Utility Clearance Y/N	Reduce Overextended Branches 20% Y/N	2"-4" Install Mulch Y/N	B.Rods/Support Cable(s) Y/N	Prevent Sun Scald Y/N	Cut Down and Remove Dead or Hazardous Tree Y/N
Int. Live Oak ILO1	19"	N	N	N	N	N	N	N	N	Y
Ash A1	17"	N	N	N	N	N	N	N	N	Y
C. Live Oak CLO1	38"	Y	N	N	N	Y	Y	N	Y	N
S. Magnolia SM1	24"	Y	Y	Y	N	Y	Y	N	N	N
S. Magnolia SM2	23"	Y	Y	Y	N	Y	Y	N	N	N
S. Magnolia SM3	24"	Y	Y	Y	N	Y	Y	N	N	N
S. Magnolia SM4	22"	Y	Y	Y	N	Y	Y	N	N	N
S. Magnolia SM5	22"	Y	Y	Y	N	Y	Y	N	N	N
S. Magnolia SM6	22"	Y	Y	Y	N	Y	Y	N	N	N
S. Magnolia SM7	22"	Y	Y	Y	N	Y	Y	N	N	N
S. Magnolia SM8	10"	Y	Y	Y	N	Y	Y	N	N	N
S. Magnolia SM9	16"	Y	Y	Y	N	Y	Y	N	N	N
S. Magnolia SM10	8"	N	N	N	N	N	N	N	N	Y

City of Beaumont, CA
Civic Center and Accompanying Parking Lot across Orange Ave.

pg3

Tree Pruning Recommendations

Tree Species and Map No.	Diameter at Standard Height (54")	Remove Dead Branches ≥ 2" in Diameter Y/N	10' Sidewalk Clearance Y/N	14'-17.5' Street Clearance Y/N	5'-8' Utility Clearance Y/N	Reduce Overextended Branches 20% Y/N	2"-4" Install Mulch Y/N	B.Rods/Support Cable(s) Y/N	Prevent Sun Scald Y/N	Cut Down and Remove Dead or Hazardous Tree Y/N
S. Magnolia SM11	14"	Y	Y	Y	N	Y	Y	N	N	N
S. Magnolia SM12	12"	Y	Y	Y	N	Y	Y	N	N	N
S. Magnolia SM13	14"	Y	Y	Y	N	Y	Y	N	N	N
Orn. Plum OP1	6"	Y	N	N	N	Y	Y	N	Y	N
Orn. Plum OP2	6"	Y	N	N	N	Y	N	N	Y	N
Orn. Plum OP3	9"	Y	N	N	N	Y	Y	N	Y	N
Orn. Plum OP4	8"	Y	N	N	N	Y	Y	N	Y	N
Orn. Plum OP5	9"	Y	N	N	N	Y	Y	N	Y	N
Orn. Plum OP6	10"	Y	N	N	N	Y	Y	N	Y	N
Orn. Plum OP7	10"	N	N	N	N	N	N	N	N	Y
Orn. Plum OP8	7"	Y	N	N	N	Y	Y	N	Y	N
Glossy Privet GP1	6"	N	N	N	N	Y	N	N	N	N
Queen Palm QP1	10"	Y	N	N	N	N	N	N	N	N

City of Beaumont, CA
Civic Center and Accompanying Parking Lot across Orange Ave.

pg4

Tree Pruning Recommendations

Tree Species and Map No.	Diameter at Standard Height (54")	Remove Dead Branches ≥ 2" in Diameter Y/N	10' Sidewalk Clearance Y/N	14'-17.5' Street Clearance Y/N	5'-8' Utility Clearance Y/N	Reduce Overextended Branches 20% Y/N	2"-4" Install Mulch Y/N	B.Rods/Support Cable(s) Y/N	Prevent Sun Scald Y/N	Cut Down and Remove Dead or Hazardous Tree Y/N
Queen Palm QP2	10"	Y	N	N	N	N	N	N	N	N
Ash Ash1	15"	Y	N	N	N	Y	Y	N	N	N
Maple Map1	21"	Y	Y	Y	N	Y	Y	N	N	N
C. Live Oak CLO2	46"	Y	Y	Y	Y	Y	Y	N	Y	N
C. Live Oak CLO3	31"	Y	Y	Y	Y	Y	Y	N	Y	N
C. Live Oak CLO4	26"	Y	Y	Y	Y	Y	Y	N	Y	N
C. Live Oak CLO5	31"	Y	Y	Y	Y	Y	Y	Y	Y	N
C. Live Oak CLO6	27"	Y	Y	Y	Y	Y	Y		Y	N
C. Live Oak CLO7	21"	N	N	N	N	N	N	N	N	Y
C. Live Oak CLO8	26"	Y	Y	Y	Y	Y	Y	Y	Y	N
C. Live Oak CLO9	34"	Y	Y	Y	Y	Y	Y	N	Y	N
C. Live Oak CLO10	23"	Y	Y	Y	Y	Y	Y	N	Y	N
C. Live Oak CLO11	26"	Y	Y	Y	Y	Y	Y	Y	Y	N

City of Beaumont, CA
Civic Center and Accompanying Parking Lot across Orange Ave.

pg5

Tree Pruning Recommendations

Tree Species and Map No.	Diameter at Standard Height (54")	Remove Dead Branches ≥ 2" in Diameter Y/N	10' Sidewalk Clearance Y/N	14'-17.5' Street Clearance Y/N	5'-8' Utility Clearance Y/N	Reduce Overextended Branches 20% Y/N	XRC/Install Mulch Y/N	B.Rods/Support Cable(s) Y/N	Prevent Sun Scald Y/N	Cut Down and Remove Dead or Hazardous Tree Y/N
C. Live Oak CLO12	31"	Y	Y	Y	Y	Y	Y	Y	Y	N
Mulberry Mul1	unknown	N	N	N	N	N	N	N	N	Y
Mulberry Mul2	unknown	N	N	N	N	N	N	N	N	Y

END OF CIVIC CENTER CAMPUS

Accompanying Parking Lot Across Orange Ave pg. 6

City of Beaumont, CA
Civic Center and Accompanying Parking Lot across Orange Ave.

pg6

Tree Pruning Recommendations

Tree Species and Map No.	Diameter at Standard Height (54")	Remove Dead Branches ≥ 2" in Diameter Y/N	10' Sidewalk Clearance Y/N	14'-17.5' Street Clearance Y/N	5'-8' Utility Clearance Y/N	Reduce Overextended Branches 20% Y/N	2"-4" Install Mulch Y/N	B.Rods/Support Cable(s) Y/N	Prevent Sun Scald Y/N	Cut Down and Remove Dead or Hazardous Tree Y/N
S. Live Oak SLO1	15"	Y	Y	Y	Y	Y	N	Y	N	N
Ash Ash1	12"	N	N	N	N	N	N	N	N	Y
Ash Ash2	12"	Y	Y	Y	N	Y	N	N	Y	N
Ash Ash3	9"	N	N	N	N	N	N	N	N	Y
Ash Ash4	9"	N	N	N	N	N	N	N	N	Y
Ash Ash5	19"	N	N	N	N	N	N	N	N	Y
Ash Ash6	18"	N	N	N	N	N	N	N	N	Y
Ash Ash7	9"	N	N	N	N	N	N	N	N	Y
Ash Ash8	23"	Y	N	Y	N	Y	N	N	Y	N
Ash Ash9	14"	Y	N	Y	N	Y	N	N	Y	N
S. Live Oak SLO2	14"	Y	N	Y	Y	Y	N	N	Y	N
Ash Ash10	13"	N	N	N	N	N	N	N	N	Y
Ash Ash11	15"	N	N	N	N	N	N	N	N	Y

City of Beaumont, CA
 Civic Center and Accompanying Parking Lot across Orange Ave.

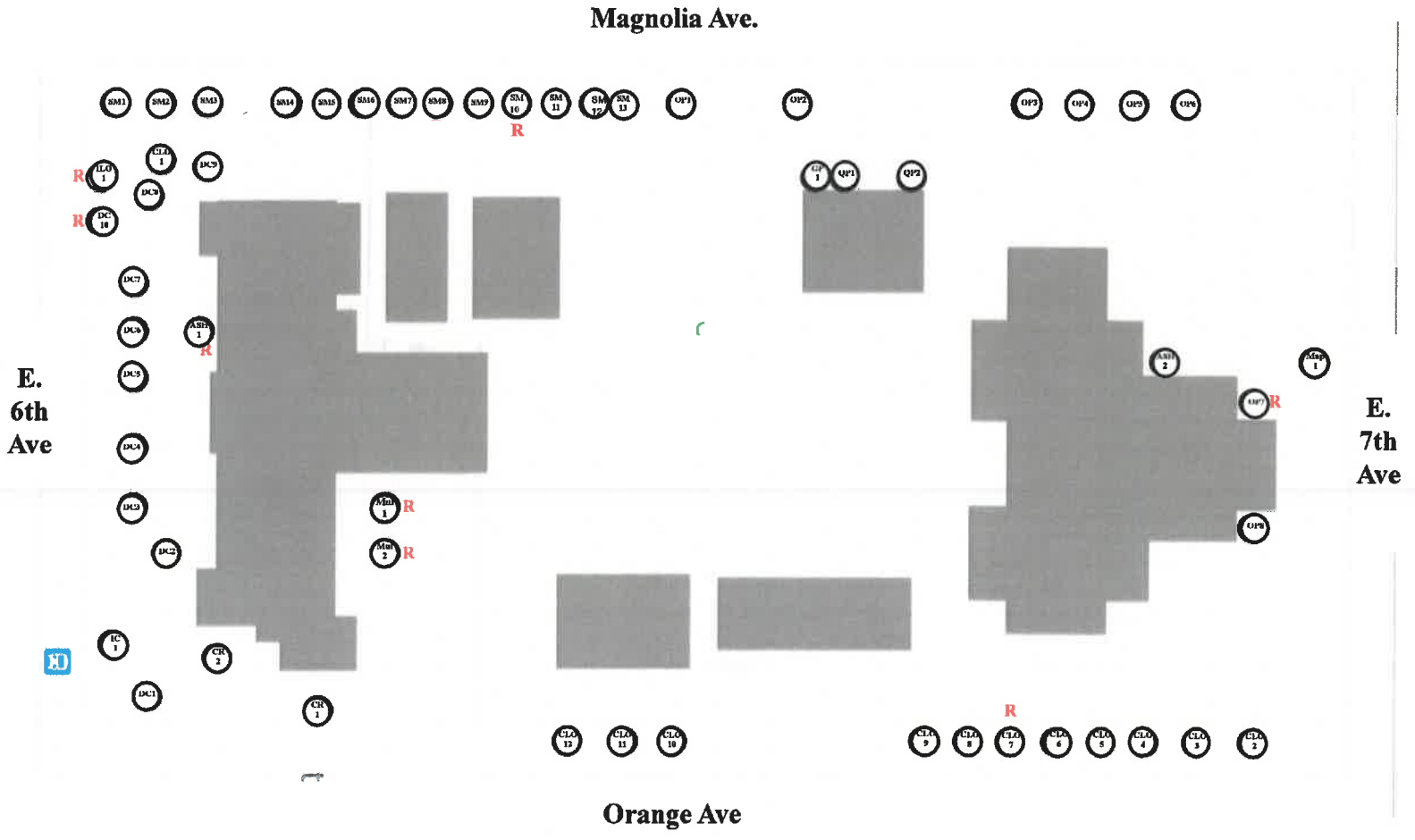
pg7

Tree Pruning Recommendations

Tree Species and Map No.	Diameter at Standard Height (54")	Remove Dead Branches ≥ 2" in Diameter Y/N	10' Sidewalk Clearance Y/N	14'-17.5' Street Clearance Y/N	5'-8' Utility Clearance Y/N	Reduce Overextended Branches 20% Y/N	2"-4" Install Mulch Y/N	EHS Support Cable Y/N	Prevent Sun Scald Y/N	Cut Down and Remove Dead or Hazardous Tree Y/N
Ash Ash12	17"	N	N	N	N	N	N	N	N	Y
Ash Ash13	13"	Y	N	Y	Y	Y	N	N	Y	N
Brachychiton B1	11"	Y	N	Y	N	Y	N	N	N	N
Brachychiton B2	12"	Y	N	Y	N	Y	N	N	N	N
Brachychiton B3	18"	Y	N	Y	N	Y	N	N	N	N
Brachychiton B4	21"	Y	N	Y	N	Y	N	N	N	N
Brachychiton B5	10"	Y	N	Y	N	Y	N	N	N	N
Brachychiton B6	13"	Y	N	Y	N	Y	N	N	N	N
Brachychiton B7	10"	Y	N	Y	N	Y	N	N	N	N
Brachychiton B8	11"	Y	N	Y	N	Y	N	N	N	N
Brachychiton B9	12"	Y	N	Y	N	Y	N	N	N	N

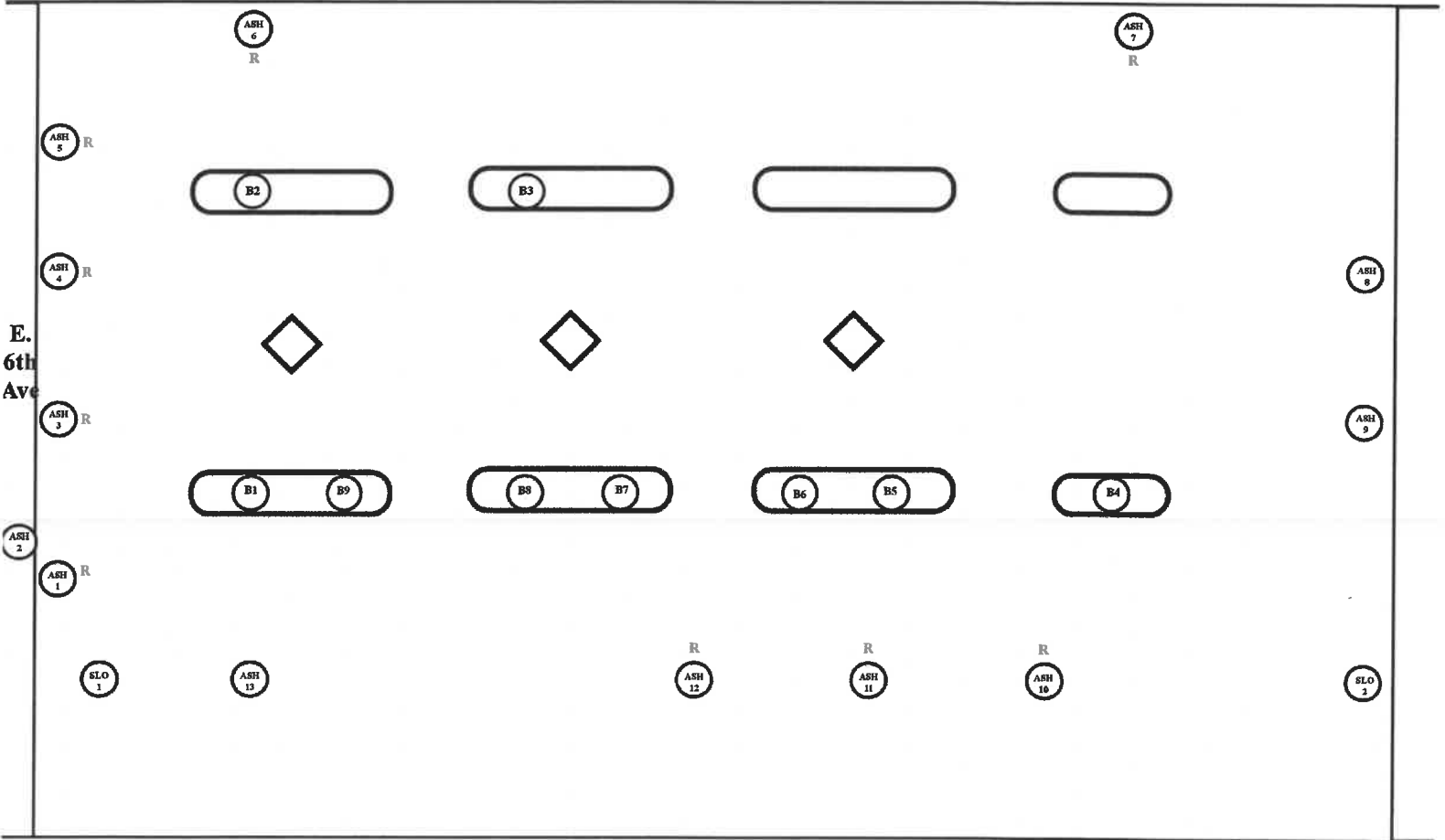
END of Accompanying Parking Lot Across Orange Ave

Appendix B



Appendix C

ORANGE AVE



APPENDIX D**ASSUMPTIONS AND LIMITING CONDITIONS**

1. Any legal description provided to the consultant/appraiser is assumed to be correct. Any titles and ownerships to any property are assumed to be good and marketable.
2. Care has been taken to obtain all information from reliable sources. All data has been verified insofar as possible; however, the consultant/appraiser can neither guarantee not be responsible for the accuracy of information provided by others.
3. The consultant/appraiser shall not be required to give testimony or attend court by reason of this report unless subsequent contractual agreements are made, including payment of an additional fee for such services as described in the fee schedule and contract of engagement.
4. Loss of alteration of any part of this report invalidates the entire report.
5. Possession of this report or a copy thereof does not imply the right of publication or use for any purpose by another other than the person to whom it is addressed, without the prior expressed written or oral consent of the consultant/appraiser.
6. Neither all nor any part of the contents of this report, nor copy thereof shall be conveyed by anyone, including the client, to the public through advertising, public relations, news, sales, or other media, without the prior expressed written or oral consent of the consultant/appraiser particularly as to value considerations, identity of the consultant/appraiser, or any reference to any professional society or institute or to any initialed designation conferred upon the consultant/appraiser as stated in his qualifications.
7. This report and values expressed herein represent the opinion of the consultant/appraiser, and the consultant's/appraiser's fee is in no way contingent upon the reporting of a specified value, a stipulated result, the occurrence of a subsequent event, nor upon any finding to be reported.
8. Sketches, diagrams, graphs, and photographs in this report, being intended as visual aids, are not necessarily to scale and should not be construed as engineering or architectural reports or surveys.
9. Unless expressed otherwise: (1) information contained in this report covers only those items that were examined and reflects the condition of those items at the time of inspection; and (2) the inspection is limited to visual examination of accessible items without dissection, excavation, probing, or coring. There is no warranty or guarantee, expressed or implied, that problems and deficiencies of the plants or property in question may not arise in the future.

APPENDIX E

ARBORIST DISCLOSURE STATEMENT AND CERTIFICATION OF PERFORMANCE

Arborists are tree specialists who use their education, knowledge, training and experience to examine trees, recommend measures to enhance the beauty and health of trees, and attempt to reduce the risk of living near trees. Clients may choose to accept or disregard the recommendations of the arborist, or to seek additional advice.

Arborists cannot detect every condition that could possibly lead to structural failure of a tree. Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for any specified time period. Likewise, remedial treatments, like but not limited to: any applied fertilizers, pesticides, fungicides, plant growth regulators, supplemental support systems, and corrective pruning, cannot be guaranteed.

Treatment, pruning, and removal of trees may involve considerations beyond the scope of the arborist's services such as property boundaries, property ownership, site lines, disputes between neighbors, and other issues. Arborists cannot take such considerations into account unless complete and accurate information is disclosed to the arborist. An arborist should then be expected to reasonably rely upon the completeness and accuracy of the information provided.

Trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. Recommendations that are made are intended to minimize or reduce such hazardous conditions. However, there can be no guarantee that efforts to discover or correct unsafe conditions will prevent future breakage or failure, nor can there be any guarantee that all hazardous conditions have been detected. The client should not infer that a tree is safe either because work has been done to reduce risk, or because no work has been recommended on a specific tree.

I, John Huddleston, certify:

That I have personally inspected the trees on the property referred to in this report and have stated my findings accurately. The analysis, opinions, and conclusions stated herein are my own and based on current scientific procedures and commonly accepted arboricultural practices.

Signed:

John Huddleston
ISA Board Certified Master Arborist # WE-7660B
ASCA Registered Consulting Arborist # 625

City of Beaumont
California

Pruning Guidelines for Trees at Stewart Park

Precision Tree Experts

PO Box 2444 Idyllwild, CA 92549

John Huddleston –

Board Certified Master Arborist #WE-7660B International Society of Arboriculture

Registered Consulting Arborist #625 American Society of Consulting Arborists

951-288-5473

idyllwildtreedoctor@gmail.com

To Whom It May Concern:

Enclosed is a report ordered by Mr. Aftab Hussain on my independent field investigation of the tree population at Stewart Park; located between 8th and 11th Streets, and between Maple and Orange Avenues in Beaumont, CA 92223. It has been prepared to provide guidelines for pruning the trees in compliance with the American National Standards Institute A300 Standard for Tree, Shrub, and Other Woody Plant Management and in conformity with the clearance requirements for utilities and public right-of-ways.

Please feel free to contact me with any questions you may have about this report, or any other service we can provide.

Regards,

John Huddleston

Board Certified Master Arborist #WE-7660B International Society of Arboriculture

Registered Consulting Arborist #625 American Society of Consulting Arborists

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SUMMARY

After receiving complaints over low branches of Deodar Cedars over the road along Beaumont Ave. from motorists, Aftab Hussain contacted me on behalf of the City of Beaumont to provide recommendations for the **pruning** of those trees along with the trees at Stewart Park, and other sites not relevant to this report.

I met Aftab and Elizabeth Gibbs at the site on March 26th, 2019, where I performed a level two basic assessment of all the trees, looking for hazards to the public or infrastructure.

Based on my experience, research, field observations, and site histories as orally provided to me by Aftab and Elizabeth, I have compiled the pruning recommendations for the trees in this report.

INTRODUCTION

Background

On Feb. 25th, I was contacted by Aftab. He explained to me over the phone that he was looking for official pruning recommendations for various sites around the city of Beaumont including the trees at the Beaumont Civic Center campus.

After discussing my initial opinion and my terms of employment, I was eventually contracted by the City of Beaumont on March 20th.

Assignment

Travel to and from sites around Beaumont, CA. Visually inspect all trees around Stewart Park; along with other trees and sites not relevant to this report. Provide pruning recommendations in compliance with the American National Standards Institute A300 Standard for Tree, Shrub, and Other Woody Plant Management. Provide a map with trees numbered.

Limits of the Assignment

With limited time and very basic objectives, this assignment was carried out using a **Level Two Basic Assessment** which is a ground based, detailed, visual inspection of a tree and its surrounding site using basic tools; and a synthesis of the of the information collected. I did not climb the trees, **probe cavities**, **excavate the root crown**, or employ any other advanced diagnostic procedures.

I was informed by Aftab that the pruning operations will be supervised by myself, so I forewent more detailed instructions in favor of reasonable conciseness.

Purpose and Use of Report

The purpose of this report is to present the information gathered through my observations of the trees at Stewart Park in conjunction with the site history and supplemental information provided to me by Mr. Hussain, Mrs. Gibbs, the City of Beaumont Website, and later, a phone call with Public Information Officer Ashley Starr. It is also the purpose of this report to communicate my recommendations for the pruning of the trees to Aftab and any others that may be concerned, ie: pruning contractors. It is not intended as legal advice, nor does it intend to be represented as a substitution for legal advice. Upon submission, this report has been purchased by and is therefore the property of the City of Beaumont to be used at its discretion.

OBSERVATIONS

Site Visit

On three occasions, March 26th and April 1st, and April 5th, 2019, under contract with the City of Beaumont, I visited the tree population at Stewart Park.

Site Location and Condition

Stewart Park is located between 8th and 11th Streets, and between Maple and Orange Avenues in Beaumont, CA 92223.. Typical urban interface with either lawn, bare dirt, or concrete comprising the root zone coverage.

Tree Description

(see attached Recommendations Spreadsheet)

Tree Conditions

(see Discussion)

ANALYSIS AND TESTING

Mapping

I used Google earth for the aerial view and combined it with rudimentary maps made on site in a preview program.

Basic Level Two Assessment

Ground based, detailed, visual inspection of a tree and its surrounding site using basic tools; and a synthesis of the of the information collected.

Mode of Operation

I worked in a clockwise pattern from the Orange Ave and 8th St. entrance looking at every tree. I measured their diameters and looked for major defects as well as general maintenance concerns. After completing 8th – 9th Streets' section's trees, I examined the trees in the section from 9th to 10th Streets, and on to 10th – 11th Streets. Some trees listed in Appendix A (see attachment) present significant hazards, or require prohibitively expensive recurring maintenance (either currently or in the near future) and were recommended for complete **removal and replacement**. Replacement recommendations are not included in this report. Some other trees will require the installation of **supplemental support systems** (cables and brace rods), **sunscald protection/therapy, fertilization, and plant growth regulators**.

DISCUSSION

Previously maintained trees will require very little pruning.

Dead branches 2" and larger in diameter have the potential to cause personal injury and/or property damage and should be removed.

Rapidly growing lateral branches (branches with a **branch aspect ratio** of greater than 3:1, or branches with very little **taper** that extend beyond the rest of the crown) will need to be reduced from the branch ends by approximately 25%. This will help to prevent overextension on the lever arms resulting in branch failure. Branch failure could result in personal injury and possible injury to the main trunk from **branch collar** damage. Injury to the main trunk can result in internal **decay** and

Trees with **included bark** and/or **codominant stems** in parts greater than 4" in diameter which cannot be sufficiently mitigated with pruning will require **supplemental support cables** and/or **bracing rods** in favor of **removal cuts** which would likely result in decay and future failures.

Most reduction cuts will be between 1"-2" in diameter. Most of the species surveyed, with the exception of the Mulberries, do not tend to grow wider than 2" in 3 years, so most pruning cuts should not exceed 2" in diameter.

Trees along streets will need to be raised to provide 14' of clearance over the curb and 17.5' of clearance over road center and bus stops.

Trees over walkways will require 10' of clearance.

Trees without a visible **root collar** will need **root collar excavation** to reduce the likelihood of developing stem rot and other problems.

Trees that have the thin bark of branches overexposed to the sun from aggressive pruning practices, branch failures, or poor species placement should be covered with a 1:1 white/grey exterior latex paint:water solution to protect vulnerable tissue from radiation damage (**sun scald**) and reflect light throughout crown to promote interior sprouting.

Any limbs extending closer than 5.5 feet from high voltage lines less than 33KV (8.5 for up to 66KV) must be pruned back or removed, depending on diameter of cut, to create a minimum of 8.5 feet of clearance; 11.5 up to 66KV. Limbs outside of 5.5 feet from 33KV power lines will not be pruned for the purposes of line clearance this year.

Trees near power lines, roads, and walkways that require frequent pruning will benefit from the application of plant growth regulators which will increase the duration of the pruning interval.

All of the trees surrounded by lawn or bare soil should have 2"-4" off **mulch** installed within the **critical root zone** (10" radius : 1" Diameter of trunk at Standard 54" height) or to the extent that is practical within existing infrastructure. In those cases where lawn is present inside the critical root zone, lawn should be removed and replaced with mulch.

Trees that pose either a physical threat to the public or infrastructure that cannot be reasonably managed through pruning or supplemental support have been recommended for removal and replacement with an appropriate species in an appropriate location. These trees have been marked on the maps with a red R.

CONCLUSION

Based on my observations and compiled knowledge, I believe that trees at Stewart Park can be effectively pruned and otherwise maintained to American National Standards Institute A300 Tree, Shrub, and Other Woody Plant Maintenance specifications without endangering the public or compromising the wellbeing of the trees, themselves, with few exceptions. Those exceptions have been recommended for removal and replacement with an appropriate species in an ideal location. It is important that the contractors responsible for completing the project are familiar with the American National Standards Institute A300 Standards for Tree, Shrub, and Other Woody Plant Management. The chipped debris from the pruning should be spread below the trees to a depth of no more than 4" with uniform coverage wherever possible.

RECOMMENDATIONS

See Below (pages 5-6)

Pruning Guidelines for Trees at Stewart Park

*to be used in conjunction with: Beaumont Civic Center Campus – Tree Map; Accompanying Parking Lot Across Orange Ave – Tree Map; City of Beaumont Civic Center - Tree Pruning Recommendations Spreadsheet

Location and Trees to be Pruned/Removed or Otherwise Maintained:

All trees at the Beaumont Civic Center campus located at 550 E. 6th Street, Beaumont, CA 92223, and its accompanying parking lot across Orange Avenue Beaumont, CA, 92223

Qualified Arborists: Pruning shall be performed only by arborists or other qualified professionals who, through related training and on-the-job experience, are familiar with the ANSI A300 standards, general practices, and hazards of arboriculture related to the pruning and the equipment used in such operations.

No person shall plant, trim, or remove any tree or shrub on any, public street or right-of-way without approval of a permit by the City of Beaumont - Planning Department.

Objectives: Maintain trees according to the American National Standards Institute A300 Guidelines for Tree, Shrub, and Other Woody Plant Maintenance to manage public risk; manage the health of the trees; improve branch and trunk architecture; minimize future interference with traffic, lines of sight, or infrastructure; provide **clearance** to ensure safe and reliable utility services; comply with regulations; and manage wildlife habitats.

Pruning Systems: Natural

Tree Parts to be pruned/removed/maintained:

- Dead branches larger than 2" in diameter shall be removed.
- Rapidly growing lateral branches (branches with a **branch aspect ratio** of greater than 3:1, or branches with very little taper that extend beyond the rest of the crown) shall be reduced.
- Trees with **included bark** and/or **codominant stems** in parts greater than 4" in diameter will require supplemental support in favor of **removal cuts**.
- **Codominant stems** less than 4" in diameter at the **parent** union will be removed.
- Codominant stems greater than 4" in diameter at the parent union will be **subordinated**.
- Most **reduction cuts** will be between 1"-2" in diameter.
- Any limbs extending closer than 5.5 feet from high voltage lines less than 33KV (8.5 for up to 66KV) must be pruned back or removed, depending on diameter of cut, to create a minimum of 8.5 feet of clearance; 11.5 up to 66KV. Limbs outside of 5.5 feet from 33KV power lines will not be pruned for the purposes of line clearance this year.

- Trees that have the thin bark of branches overexposed to the sun from aggressive pruning practices, branch failures, or poor species placement should be covered with a 50:50 white/grey exterior latex paint:water solution to protect vulnerable tissue from radiation damage and reflect light throughout crown to promote interior sprouting.
- Trees that pose either a physical threat to the public or infrastructure that cannot be reasonably managed through pruning or supplemental support have been recommended for removal and replacement with an appropriate species in an appropriate location. These trees have been marked on the maps with a red R.

Pruning Amount: No more than 15% of the living canopy of any one tree may be removed without specific instruction. Pruning operations should remove no more living material than what is necessary to achieve specified goals. Rapidly growing lateral branches (branches with a branch aspect ratio of greater than 3:1, or branches with very little taper that extend beyond the rest of the crown) will need to be reduced by approximately 20% of. Codominant stems greater than 4" in diameter at the parent union will be **subordinated** by 20%.

Location of Parts in Canopy: The entire canopy of the trees will be considered.

Acceptable Pruning Cut Types:

1. **Reduction cuts** up to 3" in diameter.

- Reduction cuts should be made to live lateral branches or codominant stems when they can be expected to sustain the remaining branch or stem.
- The remaining lateral branch should typically be at least one third the diameter of the stem or branch being removed.
- Reduction cuts should be made at a slight angle to the remaining branch or codominant stem, without damaging the branch bark ridge and without leaving a stub (see fig. 7.3.4).

2. **Removal cuts** up to 4" in diameter.

- Branch removal cuts shall be made without cutting into the branch bark ridge or branch collar, or leaving a stub (see fig. 7.2.1).
- When a branch collar is not apparent, the cut shall be made without cutting into the branch bark ridge, parent stem, or leaving a stub (see fig. 7.2.2.1).

Unacceptable Pruning Cut Types:

- **Heading cuts** (pruning cuts that remove branches or stems between nodes, leaving a stub, to a bud, or to a live branch typically less than one-third the diameter of the branch or stem being removed) Heading cuts are **not** acceptable pruning cuts.

- **Flush cuts** (A pruning cut that removes the branch bark ridge and/or branch collar, damaging the trunk or parent branch.) A flush cut is **not** an acceptable removal cut (see **fig. 7.1.9**).

Branches shall be pre-cut when necessary to avoid the splitting of the wood or tearing of the bark (see **fig. 7.1.2**).

When removing a dead branch or stem, the final cut shall be made just outside the collar of living tissue without leaving a stub (see **fig. 7.1.5**)

Size of Cuts: Most reduction cuts should be less than 2” in diameter. Most removal cuts should be less than 4” in diameter. The smallest diameter cut that meets the objective should be preferred. The number and size of cuts that expose heartwood should be minimized.

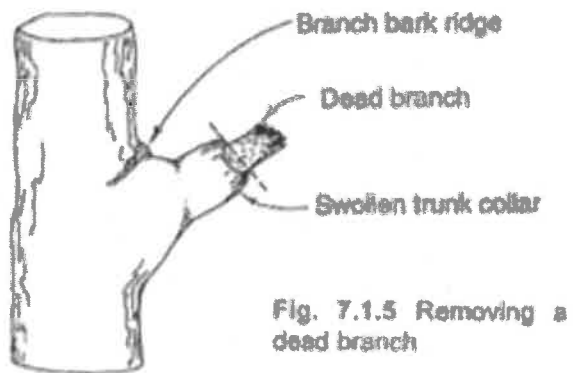
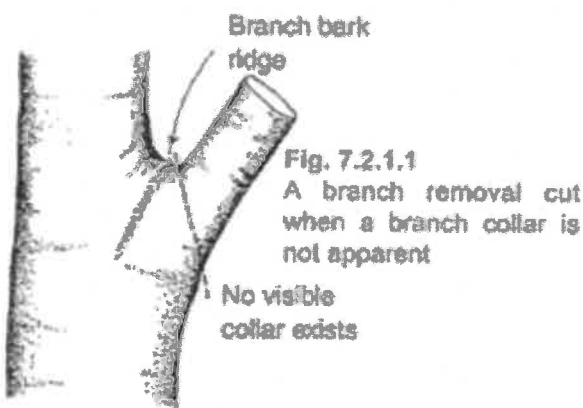
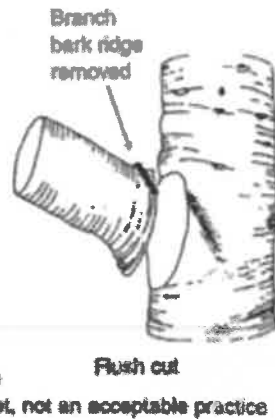
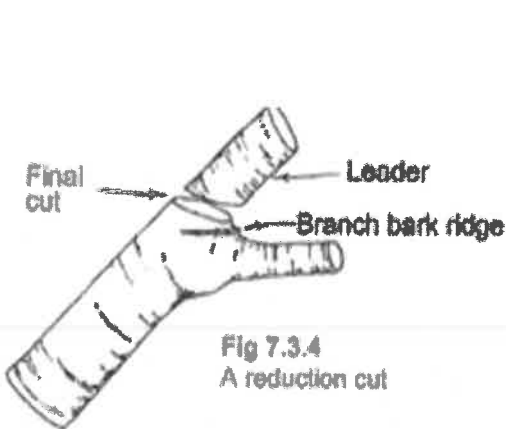
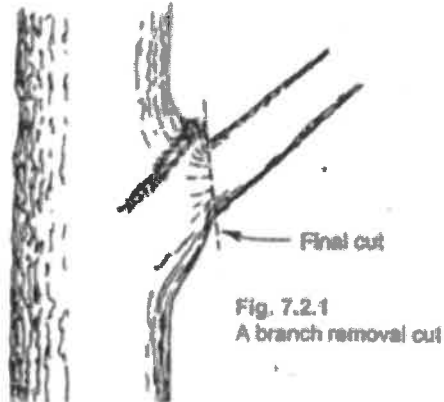
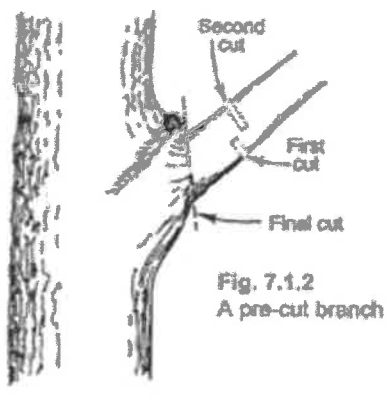
Disposal of Debris: Removed branches shall be chipped and the chips shall be left and spread on site or at nearby storage site. Depth of spread piles shall not exceed 4”.

Clearance Distances: Trees shall be trimmed to maintain a minimum clearance of 10 feet above the sidewalk (and locations for proposed future sidewalks), 14 feet above a curb, 17½ feet at center in residential areas, and 17½ feet above the curb at bus stops. Trees must maintain ([Ord. No. 1069, § 4\(Exh. A\), 1-16-2016](#)). Any limbs extending closer than 5.5 feet from high voltage lines must be pruned back or removed, depending on diameter of cut, to create a minimum of 8.5 feet of clearance.

Wildlife Habitats:

Pruning activities may affect wildlife, either directly through disturbance, or by manipulation of habitat such as food supplies, cover, nesting or roosting sites. Pruning activities may also violate certain regulations, including the federal Migratory Bird Treaty Act, the Endangered Species Act and other federal, state, and local regulations. A biologist should inspect the trees prior to commencement of pruning and contractors should be modify work procedures as appropriate to avoid disturbing, injuring, or killing protected wildlife. Retention or enhancement of desired wildlife features that do not pose unacceptable risk, such as perches, cavities or other nesting sites.

Figures



GLOSSARY

Abscission: The natural detachment of parts of a plant, typically dead leaves and ripe fruit.

Arboriculture: The art, science, technology, and business of commercial, public, and utility tree care.

Arborist: An individual engaged in the profession of arboriculture who, through experience, education, and related training, possess the competence to provide for or supervise the management of trees and other woody plants.

ANSI A300 Standards for Tree Care Operations: in the United States, industry-developed, national consensus safety standards of practice for tree care.

Basic Level Two Assessment: Ground based, detailed, visual inspection of a tree and its surrounding site using basic tools; and a synthesis of the of the information collected.

Booklet style report: Booklet reports present information in an abbreviated book form. Booklet reports are probably the most commonly used and readily recognizable report format.

Branch: A shoot or stem arising from another branch or stem.

Branch bark ridge: The raised strip of bark on the top and side of a union where the branch and parent stem meet.

Branch Collar: The area of swelling at the union between a parent stem and a smaller branch.

Canopy: Upper portion of the tree consisting of scaffolding branches, smaller limbs, and twigs.

Clearance: Vegetation removal from within a specified area.

Codominant Stems- Two or more main stems (or "leaders") that are about the same diameter and emerge from the same location on the main trunk. As the tree grows older, the stems remain similar in size without any single one becoming dominant.

Critical root zone: Area of soil around a tree trunk where roots are located that provide stability and uptake of water and minerals required for tree survival.

Crown: The part of a tree or shrub, measured from the lowest branch upward including all the branches and foliage.

Decay: The state or process of rotting and decomposition.

Desiccation: The state of extreme dryness, or the process of extreme drying.

Diameter: The length of a straight line through the center of a circle.

Directional Pruning: Selective removal of branches to guide and/or discourage growth in a particular direction.

Dripline: Imaginary line defined by the branch spread of a single plant or group of plants.

Epicormic: (of a shoot or branch) growing from a previously dormant bud on the trunk, limb, or root of a tree.

Excavate: Remove earth carefully and systematically from an area in order to find buried items.

Flush Cut: A pruning cut that removes the branch bark ridge and/or branch collar, damaging the trunk or parent branch.

Heading cut: Pruning cut that removes the branch or stem between nodes (leaving a stub), to bud, or to a live branch typically less than one third the diameter of the branch or stem being removed.

Herbicide: A substance that is toxic to plants and is used to destroy unwanted vegetation.

Label (pesticide):

Lateral Branch: A shoot or stem growing from a larger (parent) branch.

Natural (pruning system): A pruning system intended to maintain the tree's characteristic growth pattern and adaptations.

Level One Limited Visual Assessment: Fastest but least thorough, means of assessment intended primarily for managing large populations when time and resources are limited.

Node: Slightly enlarged portion of a stem (or branch) where shoots arise.

Paclobutrazol: Anti-gibberellin plant growth regulator

Parent Stem/Branch: A tree trunk, main stem, leader, or branch from which other smaller branches grow.

Probe: Physically explore or examine with the hands or an instrument.

Pruning: The selective removal of plant parts to achieve defined objectives.

Pruning amount: Quantity of plant parts to be removed at one pruning, expressed in terms of a number of branches or other parts removed, and/or percentage of the crown or buds removed on an entire tree or specified branches.

Qualified arborist: An individual who, by possession of a recognized degree, certification, or professional standing, or through related training and on-the-job experience, is familiar with the equipment and hazards involved in arboricultural operations and who has demonstrated ability in the performance of the special techniques involved.

Reduction: Arboricultural term referring to decreasing branch length, or plant height and/or spread.

Reduction cut: A pruning cut that removes the larger of two or more branches or stems, or one or more codominant stem(s), to a live lateral branch, typically at least one third the diameter of the stem or branch being removed.

Removal (whole tree): Cut down entire tree and dispose of debris. Grind stumps and roots wherever possible and necessary.

Removal cut/branch: A pruning cut that removes the small of two branches at a union, or a parent stem, without cutting into the branch bark ridge or branch collar, or leaving a stub.

Replacement: Plant a new tree in an appropriate location for its species with regard to its mature size and needs.

Risk: The combination of the likelihood of an event and the severity of the potential consequences.

Root Crown/Collar: Part of the root system from which a stem arises. Vascular changes take place at this point.

Root Barrier: Mechanical or chemical sheets that redirect tree roots down and away from hardscapes or infrastructure.

Soil Texture: A determination of the relative amounts of sand, silt, and clay in the soil.

Subordination: The removal of the end of a branch or stem to reduce leaf surface area, and to slow its growth relative to the parent, or to other branches or stems.

Suckers: Types of vigorous shoots which grow from a bud at the base of a tree or shrub or from adventitious buds in its roots.

Surface Roots: Tree roots growing on or just below the soils surface.

Structural pruning: Pruning to establish a strong arrangement or system of scaffold branches.

Taper: A gradual or incremental reduction in diameter.

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City of Beaumont, CA
Stewart Park.

Tree Pruning Recommendations

Tree Species and Map No.	Appendix Map	Diameter at Standard Height (54")	Remove Dead Branches ≥ 2" in Diameter and pright sprouts Y/N	10' Sidewalk Clearance Y/N	14'-17.5' Street Clearance Y/N	5'-8' Utility Clearance Y/N	Reduce Overextended Branches 20% Y/N	2"-4" Install Mulch Y/N	B.Rods/Support Cable(s) Y/N	Prevent Sun Scald Y/N	Cut Down and Remove Dead or Hazardous Tree Y/N
Deodar Cedar DC1	B	16"	Y	N	N	Y	Y	Y	N	N	N
Deodar Cedar DC2	B	25"	Y	Y	N	N	Y	Y	N	N	N
Deodar Cedar DC3	B	22"	Y	N	Y	N	Y	Y	N	N	N
Mulberry MUL1	B	28"	Y	N	N	N	Y	Y	N	N	N
Mulberry MUL2	B	30"	Y	N	N	N	Y	Y	N	N	N
Eucalyptus EUC1	B	41"	+ debris in unions Y	Y	Y	N	Y	Y	N	N	N
Eucalyptus EUC2	B	52"	+ debris in unions Y	Y	Y	N	Y	Y	N	N	N
Eucalyptus EUC3	B	47"	+ debris in unions Y	Y	Y	N	Y	Y	N	N	N
Siberian Elm SE1	B	16"	Y	Y	Y	N	Y	Y	N	N	N
Eucalyptus EUC4	B	82"	+ debris in unions Y	Y	Y	N	Y	Y	N	N	N
Eucalyptus EUC5	B	56"	+ debris in unions Y	N	N	N	Y	Y	N	N	N
Siberian Elm SE2	C	31"	Y	N	N	N	Y	Y	N	N	N
So. Live Oak SLO1	C	25"	Y	Y	Y	N	*scale insects Y	*asphalt Y	N	N	N

City of Beaumont, CA
 Civic Center and Accompanying Parking Lot across Orange Ave.
 Tree Pruning Recommendations

Tree Species and Map No.	App-endix Map	Diameter at Standard Height (54")	Remove Dead Branches ≥ 2" in Diameter and sprouts Y/N	10' Sidewalk Clearance Y/N	14'-17.5' Street Clearance Y/N	5'-8' Utility Clearance Y/N	Reduce Overextended Branches 20% Y/N	2"-4" Install Mulch Y/N	B.Rods/Support Cable(s) Y/N	Prevent Sun Scald Y/N	Cut Down and Remove Dead or Hazardous Tree Y/N
So. Live Oak SLO2	C	21"	Y	Y	Y	N	Y	Y	N	N	N
So. Live Oak SLO3	C	21"	Y	Y	Y	N	Y	Y	N	N	N
So. Live Oak SLO4	C	16"	Y	Y	Y	N	Y	Y	N	Y	N
So. Live Oak SLO5	C	15"	N	N	N	N	N	N	N	N	Y
So. Live Oak SLO6	C	22"	Y	Y	Y	N	Y	Y	N	N	N
So. Live Oak SLO7	C	17"	Y	Y	Y	N	Y	Y	N	N	N
So. Live Oak SLO8	C	28"	Y	N	N	N	Y	Y	N	N	N
Ash ASH1	C	19"	Y	N	N	N	*Hanging branch Y	Y	N	N	N
So. Live Oak SLO9	C	27"	Y	N	N	N	Y	Y	N	N	N
So. Live Oak SLO10	C	21"	Y	N	N	N	Y	Y	N	N	N
So. Live Oak SLO11	C	23"	Y	N	N	N	Y	Y	Y	N	N
So. Live Oak SLO12	C	22"	Y	Y	Y	N	Y	Y	Y	N	N
Deodar Cedar DC4	C	34"	Y	N	N	N	Y	Y	N	N	N

Tree Pruning Recommendations

Tree Species and Map No.	App- endix Map	Diameter at Standard Height (54")	Remove Dead Branches ≥ 2" in Diameter and sprouts Y/N	10' Sidewalk Clearance Y/N	14'-17.5' Street Clearance Y/N	5'-8' Utility Clearance Y/N	Reduce Overextended Branches 20% Y/N	2"-4" Install Mulch Y/N	B.Rods/ Support Cable(s) Y/N	Prevent Sun Scald Y/N	Cut Down and Remove Dead or Hazardous Tree Y/N
Deodar Cedar DC5	C	31"	Y	N	Y	N	Y	Y	N	N	N
Mulberry MUL3	C	18"	Y	N	Y	N	Y	Y	N	N	N
Deodar Cedar DC6	C	24"	Y	Y	Y	N	Y	Y	N	N	N
Liquidambar LA1	C	17"	Y	N	N	N	Y	Y	N	N	N
Mulberry MUL4	C	6"	N	N	N	N	N	N	N	N	Y
Ca. Fan Palm CFP1	C	26"	Dead Fronds Y	N	N	N	N	Y	N	N	N
Ca. Fan Palm CFP2	C	26"	Dead Fronds Y	N	N	N	N	Y	N	N	N
Italian Cypress IC1	C	UNKNWN	N	N	N	N	Y	Y	N	N	N
Italian Cypress IC2	C	UNKNWN	N	N	N	N	Y	Y	N	N	N
Italian Cypress IC3	C	UNKNWN	N	N	N	N	Y	Y	N	N	N
Italian Cypress IC4	C	UNKNWN	N	N	N	N	Y	Y	N	N	N
Italian Cypress IC5	C	UNKNWN	N	N	N	N	Y	Y	N	N	N
Italian Cypress IC6	C	UNKNWN	N	N	N	N	Y	Y	N	N	N

Tree Pruning Recommendations

Tree Species and Map No.	App- endix Map	Diameter at Standard Height (54")	Remove Dead Branches ≥ 2" in Diameter and sprouts Y/N	10' Sidewalk Clearance Y/N	14'-17.5' Street Clearance Y/N	5'-8' Utility Clearance Y/N	Reduce Overextended Branches 20% Y/N	2"-4" Install Mulch Y/N	B.Rods/ Support Cable(s) Y/N	Prevent Sun Scald Y/N	Cut Down and Remove Dead or Hazardous Tree Y/N
Siberian Elm SE3	C	24"	Y	N	N	N	N	Y	N	N	N
Siberian Elm SE4	C	32"	Y	N	N	N	Y	Y	N	N	N
Deodar Cedar DC7	C	18"	Y	N	N	N	Y	Y	Y	N	N
Maple MAP1	C	25"	Y	N	N	N	Y	Y	N	Y	N
Maple MAP2	C	27"	Y	N	N	N	Y	Y	N	Y	N
Maple MAP3	C	25"	Y	N	N	N	*Major reduction Y	Y	N	Y	N
Maple MAP4	C	38"	Y	N	N	N	Y	Y	N	Y	N
Siberian Elm SE5	D	25"	Y	Y	Y	N	Y	Y	N	Y	N
Siberian Elm SE6	D	28"	N	N	N	N	N	N	N	N	Y
Siberian Elm SE7	D	25"	Y	Y	N	N	Y	Y	N	Y	N
Siberian Elm SE8	D	27"	N	N	N	N	N	N	N	N	Y
So. Live Oak SLO13	D	12"	Y	Y	N	N	Y	Y	N	Y	N
So. Live Oak SLO14	D	13"	Y	Y	N	N	Y	Y	N	Y	N

Tree Pruning Recommendations

Tree Species and Map No.	Appendix Map	Diameter at Standard Height (54")	Remove Dead Branches ≥ 2" in Diameter and sprouts Y/N	10' Sidewalk Clearance Y/N	14'-17.5' Street Clearance Y/N	5'-8' Utility Clearance Y/N	Reduce Overextended Branches 20% Y/N	2"-4" Install Mulch Y/N	B.Rods/Support Cable(s) Y/N	Prevent Sun Scald Y/N	Cut Down and Remove Dead or Hazardous Tree Y/N
So. Live Oak SLO15	D	14"	Y	Y	Y	N	Y	Y	N	Y	N
So. Live Oak SLO16	D	14"	Y	Y	Y	N	Y	Y	N	Y	N
So. Live Oak SLO17	D	14"	Y	Y	Y	N	Y	Y	N	Y	N
So. Live Oak SLO18	D	13"	Y	Y	Y	N	Y	Y	N	Y	N
So. Live Oak SLO19	D	17"	Y	Y	Y	N	Y	Y	N	Y	N
So. Live Oak SLO20	D	17"	Y	Y	Y	N	Y	Y	N	Y	N
So. Live Oak SLO21	D	21"	Y	Y	Y	N	Y	Y	Y	Y	N
So. Live Oak SLO22	D	15"	Y	Y	Y	N	Y	Y	N	Y	N
Mulberry MUL5	D	23"	N	N	N	N	N	N	N	N	Y
Mulberry MUL6	D	21"	N	N	N	N	N	N	N	N	Y
Mulberry MUL7	D	23"	N	N	N	N	N	N	N	N	Y
Mulberry MUL8	D	23"	N	N	N	N	N	N	N	N	Y
Mulberry MUL9	D	23"	N	N	N	N	N	N	N	N	Y

Tree Pruning Recommendations

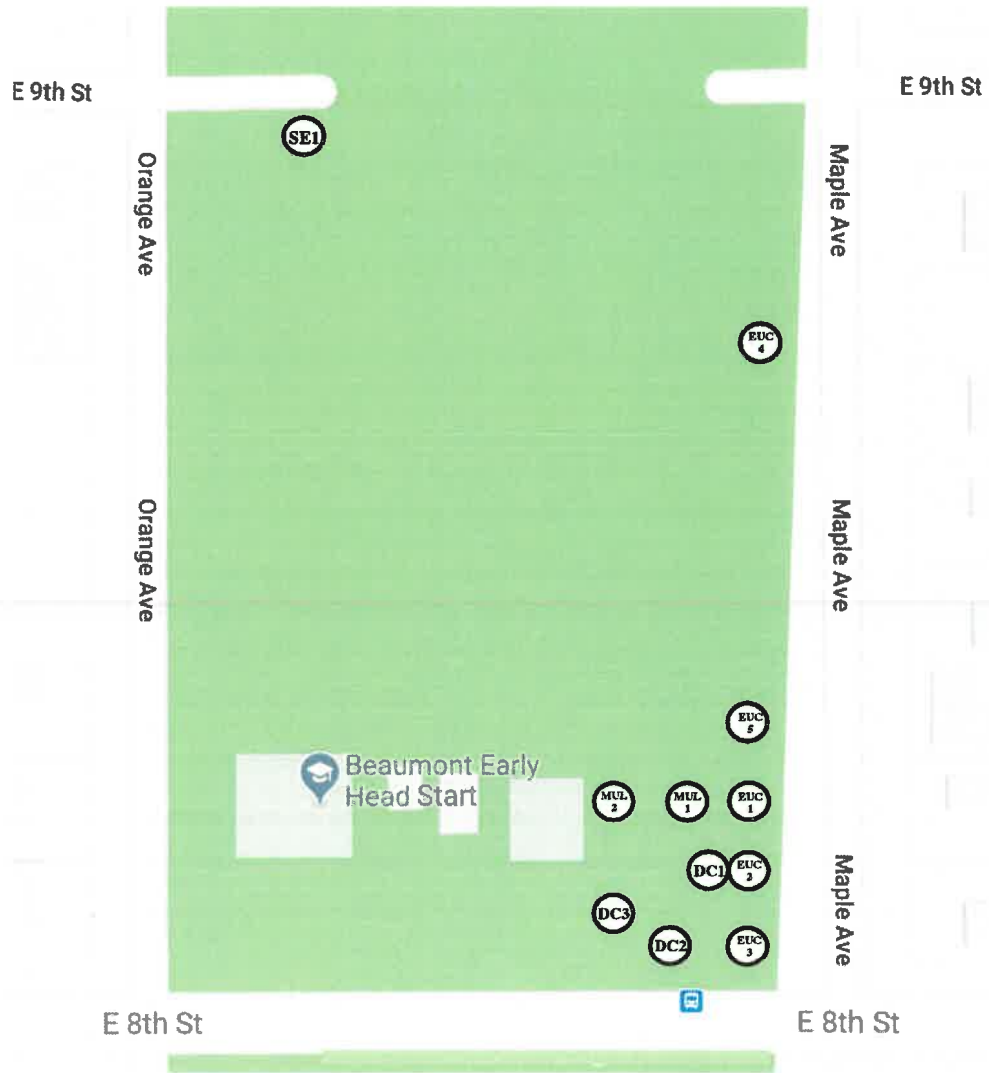
Tree Species and Map No.	App-endix Map	Diameter at Standard Height (54")	Remove Dead Branches ≥ 2" in Diameter and sprouts Y/N	10' Sidewalk Clearance Y/N	14'-17.5' Street Clearance Y/N	5'-8' Utility Clearance Y/N	Reduce Overextended Branches 20% Y/N	2"-4" Install Mulch Y/N	B.Rods/Support Cable(s) Y/N	Prevent Sun Scald Y/N	Cut Down and Remove Dead or Hazardous Tree Y/N
Mulberry MUL10	D	21"	N	N	N	N	N	N	N	N	Y
Mulberry MUL11	D	23"	N	N	N	N	N	N	N	N	Y
Mulberry MUL12	D	17"	N	N	N	N	N	N	N	N	Y
Mulberry MUL13	D	17"	N	N	N	N	N	N	N	N	Y
Eucalyptus EUC6	D	62"	+ debris in unions Y	N	N	N	N	N	N	N	Y
Siberian Elm SE9	D	25"	N	N	N	N	N	N	N	N	Y
Siberian Elm SE10	D	20"	N	N	N	N	N	N	N	N	Y
Siberian Elm SE11	D	25"	Y	Y	N	N	N	N	Y	N	Y
Eucalyptus EUC7	D	74"	+ debris in unions Y	Y	Y	N	*borer infstn N	N	Y	N	Y
Maple MAP5	D	18"	N	N	N	N	N	N	Y	N	Y
Siberian Elm SE12	D	31"	N	N	N	N	N	N	N	N	Y
Liquidambar LA2	D	19"	**top compromised Y	N	Y	N	Y	N	N	Y	N
So. Live Oak SLO23	D	28"	Y	N	Y	N	Y	N	Y	Y	N

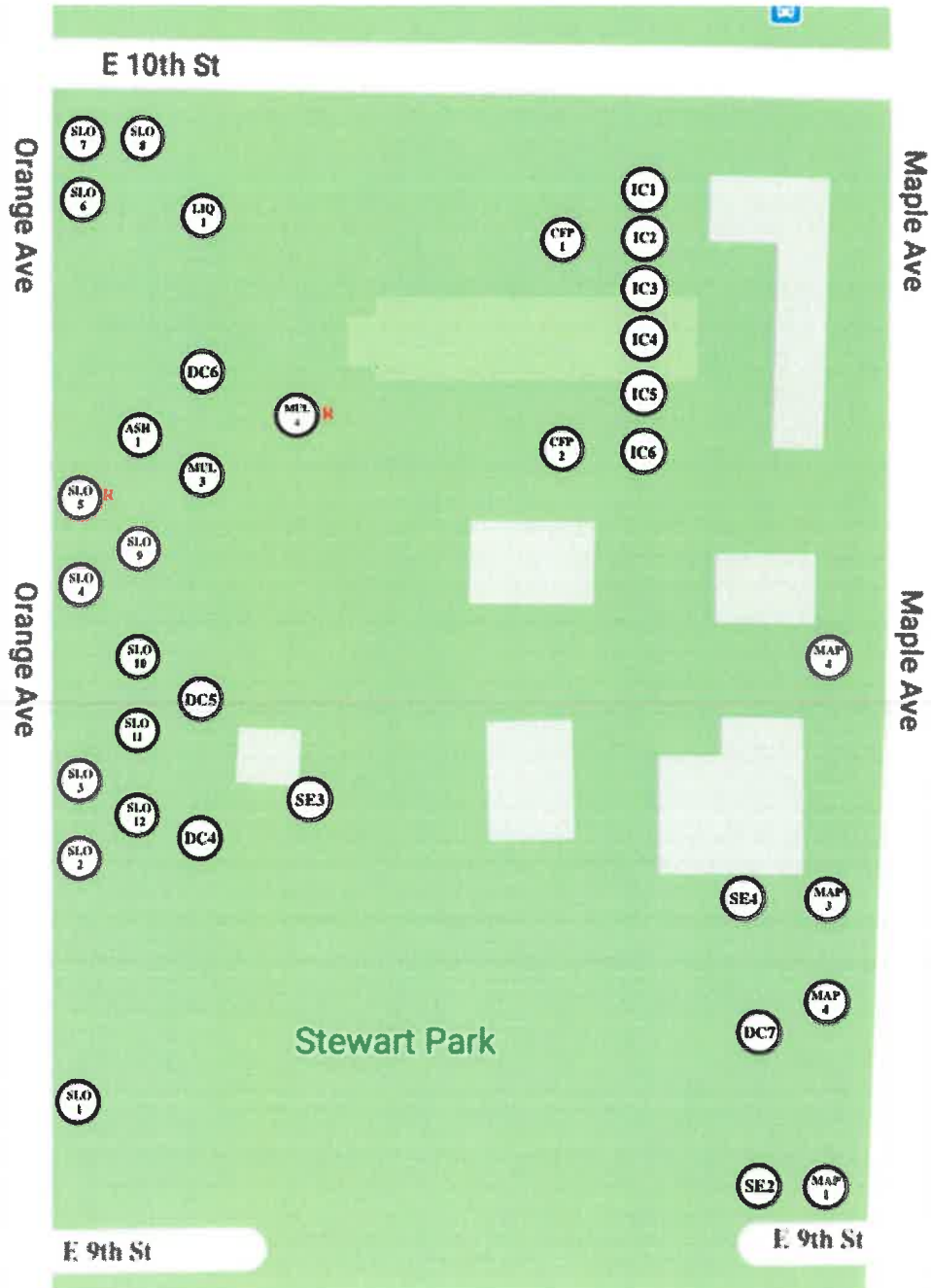
Tree Pruning Recommendations

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So. Live Oak SLO24	D	25"	Y	N	Y	N	Y	N	N	Y	N
Deodar Cedar DC8	D	23"	N	N	N	N	N	N	N	N	Y
Deodar Cedar DC9	D	23"	N	N	N	N	N	N	N	N	Y
So. Live Oak SLO25	D	20"	Y	N	Y	N	Y	N	Y	Y	N
Aleppo Pine AP1	D	41"	Y	N	Y	N	Y	N	Y	N	N
Maple MAP6	D	26"	Y	N	Y	N	Y	N	N	N	N

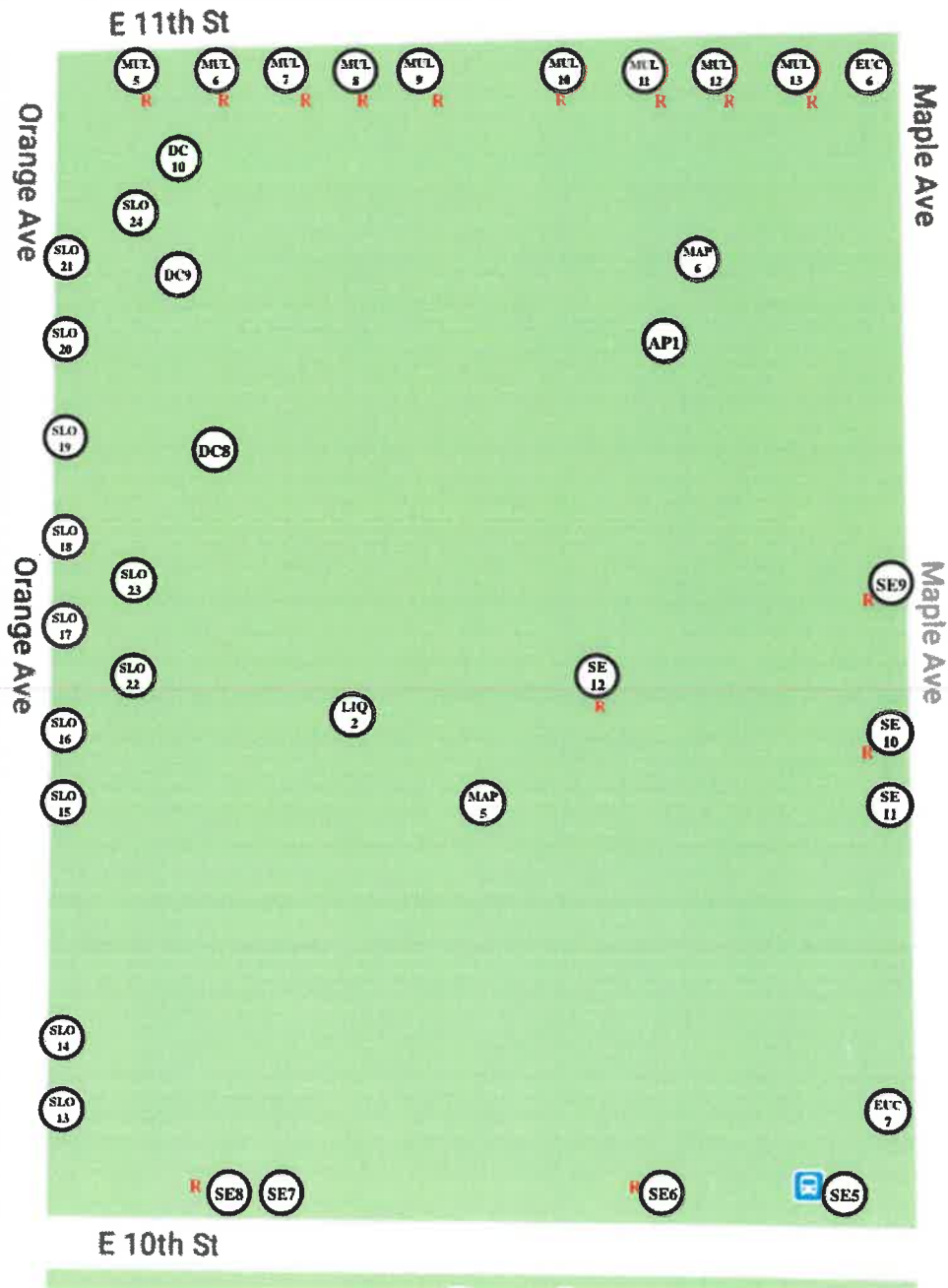
END of Stewart Park

APPENDIX B





APPENDIX D



APPENDIX E**ASSUMPTIONS AND LIMITING CONDITIONS**

1. Any legal description provided to the consultant/appraiser is assumed to be correct. Any titles and ownerships to any property are assumed to be good and marketable.
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5. Possession of this report or a copy thereof does not imply the right of publication or use for any purpose by another other than the person to whom it is addressed, without the prior expressed written or oral consent of the consultant/appraiser.
6. Neither all nor any part of the contents of this report, nor copy thereof shall be conveyed by anyone, including the client, to the public through advertising, public relations, news, sales, or other media, without the prior expressed written or oral consent of the consultant/appraiser particularly as to value considerations, identity of the consultant/appraiser, or any reference to any professional society or institute or to any initialed designation conferred upon the consultant/appraiser as stated in his qualifications.
7. This report and values expressed herein represent the opinion of the consultant/appraiser, and the consultant's/appraiser's fee is in no way contingent upon the reporting of a specified value, a stipulated result, the occurrence of a subsequent event, nor upon any finding to be reported.
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APPENDIX F**ARBORIST DISCLOSURE STATEMENT AND CERTIFICATION OF PERFORMANCE**

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I, John Huddleston, certify:

That I have personally inspected the trees on the property referred to in this report and have stated my findings accurately. The analysis, opinions, and conclusions stated herein are my own and based on current scientific procedures and commonly accepted arboricultural practices.

Signed:

John Huddleston
ISA Board Certified Master Arborist # WE-7660B
ASCA Registered Consulting Arborist # 625

City of Beaumont
California

Pruning Guidelines for Deodar Cedar Trees Along Beaumont Ave.

Precision Tree Experts

PO Box 2444 Idyllwild, CA 92549

John Huddleston – Board Certified Master Arborist #WE-7660B International Society of Arboriculture

Registered Consulting Arborist #625 American Society of Consulting Arborists

951-288-5473

idyllwildtreedoctor@gmail.com

To Whom It May Concern:

Enclosed is a report ordered by Mr. Aftab Hussain on my independent field investigation of the Cedrus deodara population on Beaumont Ave from Oak Valley Parkway to Brookside Ave (both sides) and on Beaumont Ave from Brookside Ave to Cherry Ave, only west side, in Beaumont, CA, 92223. It has been prepared to provide guidelines for pruning the trees to comply with clearance regulations for vehicle and pedestrian traffic.

Please feel free to contact me with any questions you may have about this report, or any other service we can provide.

Regards,
John Huddleston
BCMA/RCA
C. (951) 533-2171
O. (951) 288-5473
F. (951) 659-4383
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SUMMARY

After receiving complaints over low branches of Deodar Cedars over the road along Beaumont Ave. from motorists, Aftab Hussain contacted me on behalf of the City of Beaumont to provide recommendations for the pruning of the trees to bring them to compliance with clearance regulations.

Aftab took me to the site on March 26th, 2019, where I performed a basic level one limited assessment of the trees to confirm the species and take some measurements.

Based on my experience, research, field observations, and site histories as orally provided to me by Aftab, I have compiled the pruning recommendations for the trees in this report.

INTRODUCTION

Background

On Feb. 25th, I was contacted by Aftab. He explained to me over the phone that he was looking for official pruning recommendations for various sites around the city of Beaumont including the Deodar Cedars (*Cedrus deodara*) along Beaumont Ave.

After discussing my initial opinion and my terms of employment, I was eventually contracted by the City of Beaumont on March 20th.

Assignment

Travel to and from sites around Beaumont, CA. Visually inspect all Deodar Cedar street trees along Beaumont Ave. from Oak Valley Parkway to Brookside Ave (both sides) and on Beaumont Ave from Brookside Ave to Cherry Ave, only west side; along with other trees and sites not relevant to this report. Provide pruning recommendations for those trees that will bring them into compliance with clearance regulations for vehicular and pedestrian traffic along roadway, current and proposed walkways, and right-of-ways.

Limits of the Assignment

With limited time and very basic objectives, this assignment was carried out using a **level one limited visual assessment** with the use of a simple measuring stick. I drove the length of the project in a vehicle and stopped at 6 locations for measurements and observations.

I was informed by Aftab that the pruning operations will be supervised by myself, so I forewent more detailed instructions in favor of reasonable conciseness.

Purpose and Use of Report

The purpose of this report is to present the information gathered through my observations of the Deodar Cedars along Beaumont Ave and surrounding grounds in conjunction with the site history and supplemental information provided to me by Aftab and the City of Beaumont Website. It is also the purpose of this report to communicate my recommendations for the pruning of the trees to Aftab and any others that may be concerned, ie: pruning contractors. It is not intended as legal advice, nor does it intend to be represented as a substitution for legal advice. Upon submission, this report has been purchased by and is therefore the property of the City of Beaumont to be used at its discretion.

OBSERVATIONS

Site Visit

On two occasions, March 26th and April 1st, 2019, under contract with the City of Beaumont, I visited the Cedrus deodara population on Beaumont Ave from Oak Valley Parkway to Brookside Ave (both sides) and on Beaumont Ave from Brookside Ave to Cherry Ave, only west side, in Beaumont, CA, 92223.

Site Location and Condition

Beaumont Ave. is a fairly heavily occupied road. There are approximately 200 Cedar trees along the selected section. In a few locations there are walkways, trails, parking lots, and parallel streets opposite Beaumont Ave. on the other side of the trees. There is very little ground cover apart from grass and weeds

Tree Description

Deodar Cedar (*Cedrus deodara*) is a drought tolerant evergreen conifer with mature heights of about 60 feet and canopy spreads of about 30 feet. They have a moderate growth rate and can live greater than 150 years. They have a conical shape and needle type leaves of a blueish to medium green color. They have very few pest problems.

Tree Conditions

Most of the trees are mature, presumably over 40 years old, with a few younger trees scattered throughout. The established trees have been previously maintained to the specifications in the clearance regulations. Many of the trees have injuries around the bases from unknown origins; likely vehicle collision and line trimmer damage.

ANALYSIS AND TESTING

Establishing Parameters

I consulted the City of Beaumont website for established clearance regulations for streets, walkways, and right-of-ways and found ([Ord. No. 1069, § 4\(Exh. A\), 1-16-2016](#)) which states: “Trees shall be trimmed to maintain a minimum clearance of 10 feet above the sidewalk (and locations for proposed future sidewalks), 14 feet above a curb, 17½ feet at center in residential areas, and 17½ feet above the curb at bus stops”.

Site Visit

With the established parameters I returned to the site with the appropriate measuring tools to assess whether the established clearance specifications had been previously maintained. Marking an extending pole at 17.5’, an associate and I took photographs of the pole in relations to several low hanging limbs inside the project and observed that the specification had been previously maintained.

DISCUSSION

Previously maintained trees will require very little pruning to bring them back into compliance, and Deodar Cedar plant parts to not tend to grow wider than 2” in 3 years, so most pruning cuts should not exceed 2” in diameter. Larger limbs that have sunk below 17.5’ over the center may be lifted by removing weight from the branch ends. Other small branches that have grown below the thresholds should be cut back to parents or laterals that will redirect growth away from the roadway, or that ensure a minimum of 3 years until the clearance threshold is breached. Proposed future walkway locations will need to be clearly defined before project commencement.

CONCLUSION

Based on my observations and compiled knowledge, I believe that Deodar Cedar trees along Beaumont Ave. within the project area can be effectively pruned back to clearance specifications without endangering the public or compromising the wellbeing of the trees, themselves. It is important that the contractors responsible for completing the project are familiar with the American National Standards Institute A300 Standards for Tree, Shrub, and Other Woody Plant Management. The chipped debris from the pruning should be spread below the trees to a depth of no more than 4” with uniform coverage wherever possible.

RECOMMENDATIONS

See Below (pages 4-6)

Pruning Guidelines for Trees Along Beaumont Ave.

Location and Trees to be Pruned:

Deodor Cedars on Beaumont Ave from Oak Valley Parkway to Brookside Ave (both side) Deodor Cedars on Beaumont Ave from Brookside Ave to Cherry Ave only west side.

Beaumont, CA, 92223

Qualified Arborists: Pruning shall be performed only by arborists or other qualified professionals who, through related training and on-the-job experience, are familiar with the ANSI A300 standards, general practices, and hazards of arboriculture related to the pruning and the equipment used in such operations.

No person shall plant, trim, or remove any tree or shrub on any, public street or right-of-way without approval of a permit by the City of Beaumont - Planning Department.

Pruning Objectives: Provide Clearance for vehicles and pedestrians over street, sidewalks, future sidewalks, and right of ways to comply with established regulations.

Pruning System: Natural

Tree Parts to be pruned/removed: Branches currently, or soon to be interfering with vehicular and pedestrian traffic within minimum clearance specifications.

Pruning Amount: No more than 15% of the living canopy of any one tree may be removed. Pruning operations should remove no more living material than what is necessary to achieve specified goals.

Location of Parts in Canopy: Only those branches currently, or soon to be (within 3 years) interfering with vehicular and pedestrian traffic within minimum clearance specifications.

Acceptable Pruning Cut Types:

1. **Reduction cuts** up to 3" in diameter.
 - Reduction cuts should be made to live lateral branches or codominant stems when they can be expected to sustain the remaining branch or stem.

- The remaining lateral branch should typically be at least one third the diameter of the stem or branch being removed.
 - Reduction cuts should be made at a slight angle to the remaining branch or codominant stem, without damaging the branch bark ridge and without leaving a stub (**see fig. 7.3.4**).
2. **Removal cuts** up to 6" in diameter.
- Branch removal cuts shall be made without cutting into the branch bark ridge or branch collar, or leaving a stub (**see fig. 7.2.1**).
 - When a branch collar is not apparent, the cut shall be made without cutting into the branch bark ridge, parent stem, or leaving a stub (**see fig. 7.2.2.1**).

Unacceptable Pruning Cut Types:

- **Heading cuts** (pruning cuts that remove branches or stems between nodes, leaving a stub, to a bud, or to a live branch typically less than one-third the diameter of the branch or stem being removed) Heading cuts are **not** acceptable pruning cuts.
- **Flush cuts** (A pruning cut that removes the branch bark ridge and/or branch collar, damaging the trunk or parent branch.) A flush cut is **not** an acceptable removal cut (**see fig. 7.1.9**).

Branches shall be pre-cut when necessary to avoid the splitting of the wood or tearing of the bark (**see fig. 7.1.2**).

When removing a dead branch or stem, the final cut shall be made just outside the collar of living tissue without leaving a stub (**see fig. 7.1.5**)

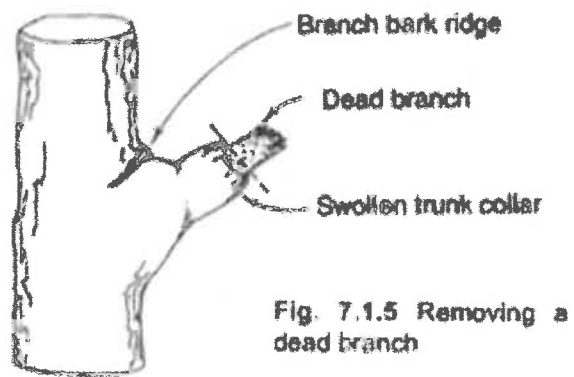
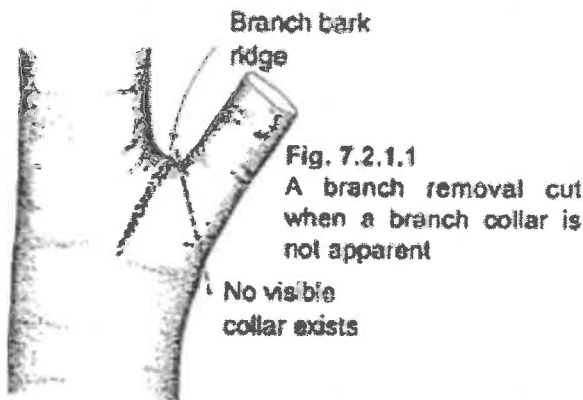
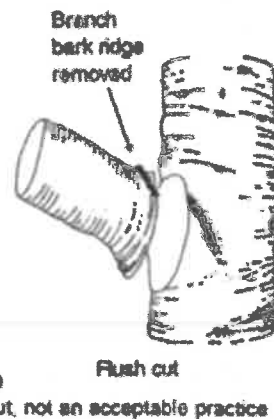
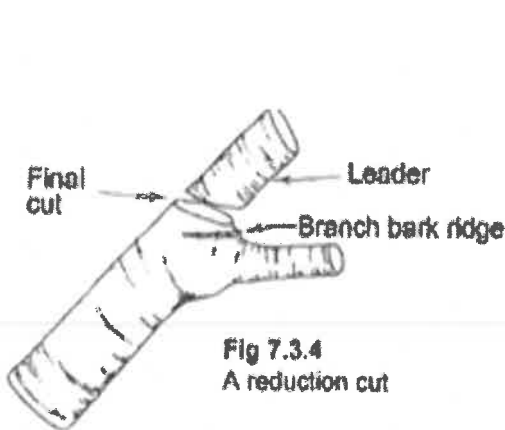
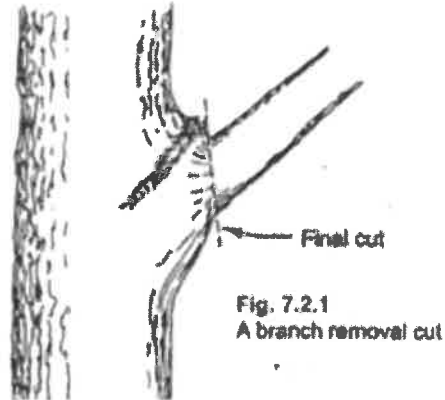
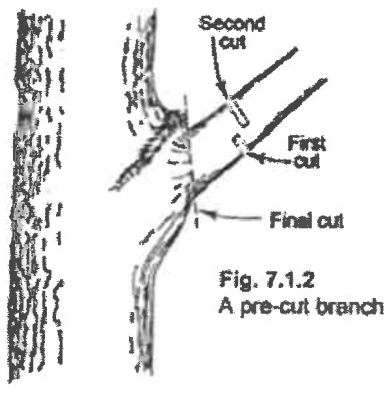
Size of Cuts: Most reduction cuts should be less than 2" in diameter. Most removal cuts should be less than 4" in diameter. The smallest diameter cut that meets the objective should be preferred. The number and size of cuts that expose heartwood should be minimized.

Disposal of Debris: Removed branches shall be chipped and the chips shall be left and spread on site. Depth of spread piles shall not exceed 4".

Clearance Distances: Trees shall be trimmed to maintain a minimum clearance of 10 feet above the sidewalk (and locations for proposed future sidewalks), 14 feet above a curb, 17½ feet at center in residential areas, and 17½ feet above the curb at bus stops.

([Ord. No. 1069, § 4\(Exh. A\), 1-16-2016](#))

Figures



GLOSSARY

Abscission: The natural detachment of parts of a plant, typically dead leaves and ripe fruit.

Arboriculture: The art, science, technology, and business of commercial, public, and utility tree care.

Arborist: An individual engaged in the profession of arboriculture who, through experience, education, and related training, possess the competence to provide for or supervise the management of trees and other woody plants.

ANSI A300 Standards for Tree Care Operations: in the United States, industry-developed, national consensus safety standards of practice for tree care.

Booklet style report: Booklet reports present information in an abbreviated book form. Booklet reports are probably the most commonly used and readily recognizable report format.

Branch: A shoot or stem arising from another branch or stem.

Branch bark ridge: The raised strip of bark on the top and side of a union where the branch and parent stem meet.

Branch Collar: The area of swelling at the union between a parent stem and a smaller branch.

Canopy: Upper portion of the tree consisting of scaffolding branches, smaller limbs, and twigs.

Clearance area: Specified area from which vegetation is to be removed.

Codominant Stems- Two or more main stems (or "leaders") that are about the same diameter and emerge from the same location on the main trunk. As the tree grows older, the stems remain similar in size without any single one becoming dominant.

Critical root zone: Area of soil around a tree trunk where roots are located that provide stability and uptake of water and minerals required for tree survival.

Crown: The part of a tree or shrub, measured from the lowest branch upward including all the branches and foliage.

Desiccation: The state of extreme dryness, or the process of extreme drying.

Diameter: The length of a straight line through the center of a circle.

Directional Pruning: Selective removal of branches to guide and/or discourage growth in a particular direction.

Dripline: Imaginary line defined by the branch spread of a single plant or group of plants.

Epicormic: (of a shoot or branch) growing from a previously dormant bud on the trunk, limb, or root of a tree.

Flush Cut: A pruning cut that removes the branch bark ridge and/or branch collar, damaging the trunk or parent branch.

Heading cut: Pruning cut that removes the branch or stem between nodes (leaving a stub), to bud, or to a live branch typically less than one third the diameter of the branch or stem being removed.

Herbicide: A substance that is toxic to plants and is used to destroy unwanted vegetation.

Label (pesticide):

Lateral Branch: A shoot or stem growing from a larger (parent) branch.

Natural (pruning system): A pruning system intended to maintain the tree's characteristic growth pattern and adaptations.

Level One Limited Visual Assessment: Fastest but least thorough, means of assessment intended primarily for managing large populations when time and resources are limited.

Node: Slightly enlarged portion of a stem (or branch) where shoots arise.

Parent Stem/Branch: A tree trunk, main stem, leader, or branch from which other smaller branches grow.

Pruning: The selective removal of plant parts to achieve defined objectives.

Pruning amount: Quantity of plant parts to be removed at one pruning, expressed in terms of a number of branches or other parts removed, and/or percentage of the crown or buds removed on an entire tree or specified branches.

Reduction: Arboricultural term referring to decreasing branch length, or plant height and/or spread.

Reduction cut: A pruning cut that removes the larger of two or more branches or stems, or one or more codominant stem(s), to a live lateral branch, typically at least one third the diameter of the stem or branch being removed.

Removal cut/branch: A pruning cut that removes the small of two branches at a union, or a parent stem, without cutting into the branch bark ridge or branch collar, or leaving a stub.

Risk: The combination of the likelihood of an event and the severity of the potential consequences.

Qualified arborist: An individual who, by possession of a recognized degree, certification, or professional standing, or through related training and on-the-job experience, is familiar with the equipment and hazards involved in arboricultural operations and who has demonstrated ability in the performance of the special techniques involved.

Root Barrier: Mechanical or chemical sheets that redirect tree roots down and away from hardscapes or infrastructure.

Soil Texture: A determination of the relative amounts of sand, silt, and clay in the soil.

Suckers: Types of vigorous shoots which grow from a bud at the base of a tree or shrub or from adventitious buds in its roots.

Surface Roots: Tree roots growing on or just below the soils surface.

Structural pruning: Pruning to establish a strong arrangement or system of scaffold branches.

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Signed:

John Huddleston
ISA Board Certified Master Arborist # WE-7660B
ASCA Registered Consulting Arborist # 625

Photos of Trees (not all inclusive)

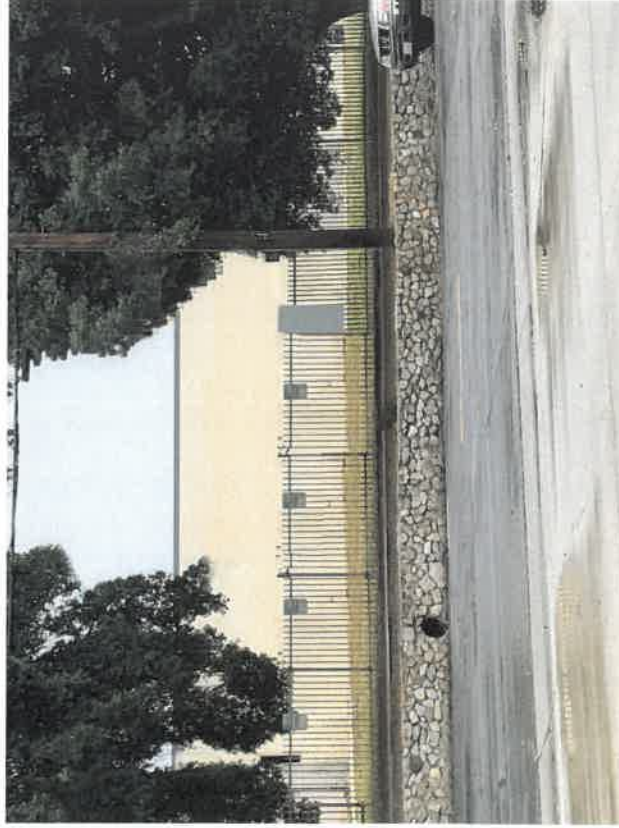
Civic Center Campus

CLO 7

Before



After



OP 7

Before



After



SM 10

Before



After



Ash 1

Before



After



MUL 1 and 2

Before



- Photoshop unable to erase trees

Civic Center Parking Lot

Ash 1 and 3

Before



After



Ash 4 and 5

Before



After



Ash 6

Before



After



ASH 7

Before



After



Ash 10

Before



After



ASH 11

Before



After



ASH 12

Before



After



Stewart Park

ILO 1 and DC 10

Before



After



MUL 5

Before



After



MUL 6 and 7

Before



After



MUL 8 and 9

Before



After



MUL 11

Before



After



MUL 12 and 13

Before



After



SE 6

Before



After



SE 8

Before



After



SE 9

Before



After



SE 10

Before



After



Staff Report

TO: Mayor and City Council Members
 FROM: Melana Taylor, Director of Finance
 DATE: May 7, 2019
 SUBJECT: Award of Credit Card Processing Contract to CardConnect

Background and Analysis:

The City of Beaumont’s purchasing ordinance requires City Council approval for purchases greater than \$25,000 for professional services. Services are evaluated based on professional qualifications necessary for the satisfactory performance of the services required and, on the fairness, and reasonableness of the costs of services, but are not awarded solely on the basis of cost.

March 4, 2019, a Request for Proposals (RFP) was issued to four potential credit card processing vendors and included an update on March 18, 2019. The RFP includes credit card processing services including compatibility with online payment portal, payment remittance methodology, reporting capability, monthly invoicing requirements, fee structure, and compliant equipment.

Of the four vendors, one declined to bid based on the implementation criteria outlined in the RFP. The three remaining vendors also provided an online presentation of their capabilities.

Table of vendor responses:

Name	Rate - Visa/MC Per Transaction	Rate - AmExpress Per Transaction	Cost for #9 Terminals	Meet all Criteria
Citibank	Interchange + 1.25%	Interchange + 1.25%	Online Only	No
OpenEdge	Interchange + .40% + .08	Interchange + .40% + .08	\$5,200	No
CardConnect	Interchange + .35% + .045	Interchange + .55% +.045	\$1,440	Yes

The existing vendor is WorldPay and the current rate charged is Interchange + .50% + .05 for American Express. The existing vendor has caused issues related to proper equipment, reporting, and customer service, and was not asked to provide a response to the RFP.

Staff recommends the contract for credit card processing services be awarded to CardConnect. The contract is for five years, is for exclusive service, is non-negotiable and is one-sided in favor of the service provider. It is staff's belief that service agreements with other competitive providers would include similar language due to the security and financial risk associated with these types of services.

Fiscal Impact:

The estimated annual cost of credit card processing has been budgeted for \$70,000. The cost is based on the volume of credit card transactions, and no change in transaction volume is expected at this time. The transactional costs are expected to remain consistent overall with the change in processor. The cost of updated security compliant equipment can be absorbed in the current administrative budget.

Finance Director Review:  _____

Recommendations:

1. Approve award of contract for credit card processing to CardConnect.
2. Authorize the City Manager to execute the CardConnect processing contract.

City Manager Review:  _____

Attachments:

- A. CardConnect response and information.
- B. CardConnect credit card processing contract.

Exhibit A



Merchant
Services

Program
Terms and
Conditions
(Program Guide)

PREFACE

Thank you for selecting us for your payment processing needs. Accepting numerous payment options provides a convenience to your customers, increases your customers' ability to make purchases at your establishment, and helps speed payment to your account.

Your Merchant Processing Application will indicate the types of payments and Services you have elected to accept. These Program Terms and Conditions (“**the Program Guide**”) presents terms governing the acceptance of Visa®, MasterCard®, and Discover® Network Credit Card and Non-PIN Debit Card payments, PayPal® in-store Card payments, American Express® Card transactions and applicable Non-Bank Services.

This Program Guide, your Merchant Processing Application and the schedules thereto (collectively, the “Agreement”), including, without limitation, the Interchange Qualification Matrix and American Express Program Pricing and one of the Interchange Schedules, as applicable to your pricing method as set forth in the Merchant Processing Application, contains the terms and conditions under which Processor and/or Bank and/or other third parties, will provide services. We will not accept any alterations or strike-outs to the Agreement and, if made, any such alterations or strike-outs shall not apply. Please read this Program Guide completely.

You acknowledge that certain Services referenced in the Agreement may not be available to you.

IMPORTANT INFORMATION ABOUT BANK'S RESPONSIBILITIES:

Discover Network Card Transactions, PayPal in-store Card Transactions, American Express Card Transactions and other Non-Bank Services are not provided to you by Bank, but are provided by Processor and/or third parties.

The provisions of this Agreement regarding Discover Network Card Transactions, PayPal in-store Card Transactions, American Express Card Transactions and other Non-Bank Services constitute an agreement solely between you and Processor and/or third parties. Bank is not a party to this Agreement insofar as it relates to Discover Network Card Transactions, PayPal in-store Card Transactions, American Express Card Transactions and other Non-Bank Services, and Bank is not responsible, and shall have no liability, to you in any way with respect to Discover Network Card Transactions, PayPal in-store Card Transactions, American Express Card Transactions and Non-Bank Services.

OTHER IMPORTANT INFORMATION:

Cards present risks of loss and non-payment that are different than those with other payment systems. In deciding to accept Cards, you should be aware that you are also accepting these risks.

Visa U.S.A., Inc. (“**Visa**”) MasterCard Worldwide (“**MasterCard**”), DFS Services LLC (“**Discover Network**”), PayPal, Inc. (“**PayPal**”) and American Express Company, Inc. (“**American Express**”) are payment card networks that electronically exchange Sales Drafts and Chargebacks for Card sales and Credits. Sales Drafts are electronically transferred from banks (in the case of MasterCard and Visa transactions) or network acquirers (in the case of Discover Network and PayPal in-store Card transactions) that acquire them from merchants such as yourself through the appropriate Card Organization, to the Issuers. These Issuers then bill their Cardholders for the transactions. The Card Organizations charge the Acquirers interchange fees, pricing and/or assessments for submitting transactions into their systems. A substantial portion of the Discount Rate or Transaction Fees that you pay will go toward these interchange fees, pricing and assessments.

In order to speed up the payment process, the Issuer transfers the funds back through the Card Organization to the Acquirer at approximately the same time that the Issuer receives the electronic Sales Drafts. Even though the payments under this system are made simultaneously, all payments made through the Card Organizations are conditional and subject to reversals and adjustments.

Each Card Organization has developed Card Organization Rules that govern their Acquirers and Issuers and the procedures, responsibilities and allocation of risk for this process. Merchants are also bound by Card Organization Rules and applicable laws and regulations. The Card Organization Rules and applicable laws and regulations give Cardholders and Issuers certain rights to dispute transactions, long after payment has been made to the merchant, including Chargeback rights.

We do not decide what transactions are charged back and we do not control the ultimate resolution of the Chargeback. While we can attempt to reverse a Chargeback to the Issuer, we can only do so if the Issuer agrees to accept it or the Card Organization requires the Issuer to do so after a formal appeal process. Sometimes, your customer may be able to successfully charge back a Card transaction even though you have provided your goods or services and are otherwise legally entitled to payment from your customer. While you may still be able to pursue claims directly against that customer, neither we nor the Issuer will be responsible for such transactions.

You will be responsible for all Chargebacks and adjustments associated with the transactions that you submit for processing.

Please refer to the Glossary for certain capitalized terms used in the Agreement, including this Preface (if not defined above).

Capitalized terms not otherwise defined in the Agreement may be found in the Card Organization Rules.

PROCESSOR INFORMATION: Name: CardConnect
 Address: 1000 Continental Drive, Suite 300, King on Prussia, PA 19046
 URL: www.cardconnect.com Customer Service #: 1-877-828-0720

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. **Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard, Visa, Discover and PayPal. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 25 of the Program Guide).
2. **We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 14 of the Your Payments Acceptance Guide or see the applicable provisions of the TeleCheck Solutions Agreement.
4. **If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 27, 37.3, and 39.10 of the Card General Terms; or Section 17 of the TeleCheck Solutions Agreement.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 30, Term; Events of Default and Section 31, Reserve Account; Security Interest), (see TeleCheck Solutions Agreement in Section 7), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial five (5) year term, you will be responsible for the payment of an early termination fee as set forth in Part IV, A.3 under "Additional Fee Information" and Section 16.2 of the TeleCheck Solutions Agreement.
9. **If you lease equipment from Processor,** it is important that you review Section 1 in Third Party Agreements. Bank is not a party to this Agreement. THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED.

10. Card Organization Disclosure

Visa and MasterCard Member Bank Information: Wells Fargo Bank, N.A.

The Bank's mailing address is P.O. Box 6079, Concord, CA 94524, and its phone number is 1-844-284-6843.

Important Member Bank Responsibilities:

- a) The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a merchant.
- b) The Bank must be a principal (signer) to the Agreement.
- c) The Bank is responsible for educating merchants on pertinent Visa and MasterCard rules with which merchants must comply; but this information may be provided to you by Processor.
- d) The Bank is responsible for and must provide settlement funds to the merchant.
- e) The Bank is responsible for all funds held in reserve that are derived from settlement.
- f) The Bank is the ultimate authority should a merchant have any problems with Visa or MasterCard products (however, Processor also will assist you with any such problems).

Important Merchant Responsibilities:

- a) Ensure compliance with Cardholder data security and storage requirements.
- b) Maintain fraud and Chargebacks below Card Organization thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Card Organization Rules and applicable law and regulations.
- e) Retain a signed copy of this Disclosure Page.
- f) You may download "Visa Regulations" from Visa's website at: <https://usa.visa.com/support/merchant.html>.
- g) You may download "MasterCard Regulations" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>.
- h) You may download "American Express Merchant Operating Guide" from American Express' website at: www.americanexpress.com/merchantopguide.

Print Client's Business Legal Name: _____

By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions [version CardCoN2104(ia)] consisting of 50 pages [including this Confirmation Page and the applicable Third Party Agreement(s)], Interchange Qualification Matrix and American Express Program Pricing (version IQM.MVD.S17.1 or _____), and Interchange Schedule.

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS WILL BE ACCEPTED.

Client's Business Principal:

Signature (Please sign below):

X _____ Title _____ Date _____

Please Print Name of Signer

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 Address: 1000 Continental Drive, Suite 300, King of Prussia, PA 19046
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4. **If you dispute any charge or funding**, you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 27, 37.3, and 39.10 of the Card General Terms; or Section 17 of the TeleCheck Solutions Agreement.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 30, Term; Events of Default and Section 31, Reserve Account; Security Interest), (see TeleCheck Solutions Agreement in Section 7), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial five (5) year term, you will be responsible for the payment of an early termination fee as set forth in Part IV, A.3 under "Additional Fee Information" and Section 16.2 of the TeleCheck Solutions Agreement.
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- b) Maintain fraud and Chargebacks below Card Organization thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Card Organization Rules and applicable law and regulations.
- e) Retain a signed copy of this Disclosure Page.
- f) You may download "Visa Regulations" from Visa's website at: <https://usa.visa.com/support/merchant.html>.
- g) You may download "MasterCard Regulations" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>.
- h) You may download "American Express Merchant Operating Guide" from American Express' website at: www.americanexpress.com/merchantopguide.

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Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS WILL BE ACCEPTED.

Client's Business Principal:

Signature (Please sign below):

X _____

Title

Date

Please Print Name of Signer

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A. YOUR PAYMENTS ACCEPTANCE GUIDE

Payment acceptance solutions are an essential part of your business, and we want to make accepting payments as simple as possible for you.

This part of the Program Guide (through Appendix 4), is the Your Payments Acceptance Guide. It's your quick reference to some guidelines for initiating transactions and accepting payments. You'll also find recommendations and tips to help you prevent fraud, reduce chargebacks, and properly handle payments, refunds, exchanges, and most other situations you'll encounter in your day-to-day-business. To help you navigate more easily and find the information you need when you need it, we've organized this Section into three parts. At the end of the Section, you'll also find information specific to processing WEX®, USBank®, Voyager®, American Express®, Discover® and PayPal® cards payments. Keep in mind, though, these guidelines highlight only some of the Card Organization Rules that apply to your acceptance of payments. Please carefully read the Card Organization Rules for each Card brand you accept.

If you have questions about initiating transactions, accepting payments or any of your other business services, please contact Customer Service at the number listed on your merchant services statement. Your Customer Service team is here to make things easier so let us know what we can do to help.

American Express

www.americanexpress.com

Discover Financial Services

www.discovernetwork.com/en-us/

MasterCard Worldwide

www.mastercard.com/us/merchant/support/rules.html

Visa Inc.

<https://usa.visa.com>

PayPal™

<https://www.paypal.com/us/webapps/mpp/accept-payments-online>

Part I

The first step of a transaction actually begins before a customer even decides to make a purchase. This part of Your Payments Acceptance Guide reviews steps you'll need to take to ensure customers are informed of their payment options and understand the terms of sale. You'll also find tips and important reminders for validating cards in order to reduce the risk of fraud. Finally, specific procedures for accepting debit and EBT payments are outlined. If you have questions about anything discussed in this guide, please contact Customer Service at the number located on your merchant services statement.

I. Use of Payments Organizations' Brands**DO'S**

- do prominently display relevant trademarks of the payments organizations at each of your locations, in catalogs, on websites and on other promotional material.
- do only use the official trademarks of ours and of the payments organizations in the official format.

DON'TS

- don't indicate that we or any payments organization endorses your goods or services.
- don't use the trademarks of any payments organization after: your right to accept the cards of that payment organization has ended; or that payment organization has notified you to stop using their trademarks.
- don't use the trademarks of ours or of the payments organizations in any way that injures or diminishes the goodwill associated with the trademarks.
- don't use our trademarks or the trademarks of the payments organizations in any manner, including in any advertisements, displays, or press releases, without our prior written consent.

For special rules applying to the treatment of the American Express brand, please refer to Appendix 2.

2. Point of Sale (POS) Reminders**Do clearly and conspicuously:**

- disclose all material terms of sale prior to obtaining an authorization;
- at all points of interaction inform cardholders which entity is making the sales offer, so that the cardholders can clearly distinguish you from any other party involved in the interaction; and
- disclose any discount/incentive for customers to pay with cash, check, credit card or debit card and so on. Any such discount/incentive must be offered to all customers with no special treatment for any card brand or card issuing bank.

If you accept orders via the Internet, your website must include the following information in a prominent manner:

- a complete description of the goods or services offered;
- details of your (i) delivery policy; (ii) consumer data privacy policy; (iii) cancellation policy; and (iv) returns policy;

- the transaction currency (US dollars, unless permission is otherwise received from Servicers);
- the customer service contact, including email address and telephone number;
- your address, including country;
- the transaction security used on your website;
- any applicable export or legal restrictions;
- your identity at all points of interaction with the cardholder; and
- the date on which any free trial period ends.

If you limit refund/exchange terms or impose other specific conditions for card sales, you must clearly print (in 1/4" letters) the words "No Exchange, No Refund," etc. on the sales draft near or above the cardholder's signature, both on the cardholder's copy and your copy.

During a liquidation or closure of any of your outlets, locations or businesses, you must post signs clearly visible to customers stating that "All Sales Are Final," and stamp the sales draft with a notice that "All Sales Are Final."

3. Validating the Cards**Transactions where the cardholder is present - 'Card Present' transactions**

You must check the card if the cardholder is present at the point of sale;

- verify that the card is legitimate and valid;
- verify that the card is not visibly altered or mutilated;
- capture card data using the POS device by inserting the card (chip card), swiping the card (magnetic stripe), or tapping/waving the card (contactless).
- ensure that the cardholder either enters their PIN using the keypad or provides their signature;
- verify that the signature is identical to the name and signature on the card (if a signature is provided);
- verify the card's valid from date (if applicable) and the expiration date;
- verify that the card number and expiration date on the card are the same as on the transaction receipt and the number displayed on the POS device;
- verify that the name on the transaction receipt is the same as the name on the front of the card (if applicable); and
- ensure that the cardholder appears to be the person shown in the photograph (for cards with a photograph of the cardholder).

If the signature panel on the card is blank, you must:

- review positive identification bearing the cardholder's signature (for example, a current passport or driver's license) to validate the cardholder's identity;
- require the cardholder to sign the signature panel of the card prior to completing the transaction;

Transactions where the cardholder is not present - 'Card Not Present' transactions

This section applies to any transaction where the cardholder is not present, such as mail, telephone, Internet and E-commerce.

You may only conduct Internet transactions if you have notified us in advance and received approval.

DO'S

- do obtain the card account number, name as it appears on the card, expiration date of the card, and the cardholder's statement address.
- do use the Address Verification Service (AVS). If you do not have AVS, contact Customer Service immediately.
- do clearly print the following on the sales draft, and provide a copy to the cardholder at the time of delivery:
 - the last four digits of the cardholder's account number;
 - the date of transaction;
 - a description of the goods and services;
 - the amount of the transaction (including shipping, handling, insurance, etc.);
 - the cardholder's name, billing address and shipping address;
 - the authorization code;
 - your name and address (city and state required); and
 - for mail orders write "MO" and for telephone orders write "TO" on the cardholder's signature line.
- do obtain proof of delivery of the goods or services to the address designated by the cardholder or, if the cardholder collects the goods or services in person, obtain an imprint of the card and the cardholder's signature.
- do notify the cardholder of delivery time frames and special handling or cancellation policies.
- do ship goods within 7 days from the date on which authorization was obtained. If delays are incurred (for example, out of stock) after the order has been taken, notify the cardholder and obtain fresh authorization of the transaction.

- do use any separate merchant identification numbers provided to you for Internet orders in all your requests for authorization and submission of charges.
- do provide at least 1 month's prior written notice to your acquirer of any change in your Internet address.

DON'TS

- don't exceed the percentage of your total payment card volume for Card Not Present sales, as set out in your application.
- don't submit a transaction for processing until after the goods have been shipped or the service has been provided to the cardholder - the only exception to this is where the goods have been manufactured to the cardholder's specifications and the cardholder has been advised of the billing details.
- don't accept card account numbers by electronic mail.
- don't require a cardholder to complete a postcard or other document that displays the cardholder's account number in clear view when mailed or send any mailing to a cardholder that displays personal information in clear view.

It is also recommended that, if feasible, you obtain and keep a copy on file of the cardholder's signature authorizing you to submit telephone and mail order transactions.

Address Verification Service (AVS) (and other fraud mitigation tools such as Verified by Visa®, MasterCard® Secure Code, Discover Protect Buy®, American Express® SafeKey, Card Validation Codes and Card Identification) does not guarantee against chargebacks; but, if used properly, they assist you in reducing the risk of fraud by confirming whether certain elements of the billing address provided by your customer match the billing address maintained by the card issuing bank. AVS also may help you avoid incurring additional interchange expenses. AVS is a separate process from obtaining an authorization and will provide a separate response. A transaction may be authorized regardless of the AVS response. It is your responsibility to monitor the AVS responses and use the information provided to avoid accepting high-risk transactions.

If a disputed charge arises for a transaction conducted over the Internet or electronically, a chargeback may be exercised for the full amount.

For Discover Network transactions, please refer to Appendix 3 for the Discover Network protocol for Internet transactions.

Customer - activated terminals and self-service terminals

Transactions processed at customer-activated terminals and self-service terminals have specific requirements for processing. You must contact Customer Service for approval and further instructions before conducting customer- activated terminal transactions or self-service terminal transactions.

4. Transaction Guidelines

DO'S

- do only present for payment valid charges that arise from a transaction with a bona fide cardholder.

DON'TS

- don't set a minimum transaction amount of more than \$10 for any credit cards or of any amount for debit cards.
- don't set a maximum transaction amount for any credit cards.
- don't establish any special conditions for accepting a card.
- don't make any cash disbursements or cash advances to a cardholder as part of a transaction with the exception of the Discover Network Cash Over service.
- don't accept any direct payments from cardholders for goods or services which have been included on a sales draft;
- don't require a cardholder to supply any personal information for a transaction (for example, phone number, address, driver's license number) unless (i) instructed by the Voice Authorization Center; (ii) presented an unsigned card; or (iii) processing a Card Not Present transaction don't submit any transaction representing the refinance or transfer of an existing cardholder obligation which is deemed uncollectible, for example, a transaction that has been previously charged back, or to cover a dishonored check.
- don't submit sales drafts or credit drafts transacted on the personal card of an owner, partner, officer or employee of your business establishment or of a guarantor who signed your application form, unless such transaction arises from a bona fide purchase of goods or services in the ordinary course of your business.
- don't carry out factoring, that is, the submission of authorization requests or sales drafts for card transactions transacted by another business.

5. Security

You are responsible for maintaining the security of your POS devices and for instituting appropriate controls to prevent employees or others from submitting credits that do not reflect bona fide returns or reimbursements of earlier transactions.

Please comply with the data security requirements shown below:

DO'S

- do install and maintain a secure firewall configuration to protect data.
- do protect stored data, and do encrypt transmissions of data sent across open/public networks, using methods indicated in the Payment Card Industry Data Security Standard (PCI DSS) which is available at: www.pcisecuritystandards.org.

- do use and regularly update anti-virus software and keep security patches up-to-date.
- do restrict access to data by business "need to know". Assign a unique ID to each person with computer access to data and track access to data by unique ID.
- do regularly test security systems and processes.
- do maintain a policy that addresses information security for employees and contractors.
- do restrict physical access to cardholder information.
- do destroy or purge all media containing obsolete transaction data with cardholder information.
- do keep all systems and media containing card account, cardholder, or transaction information (whether physical or electronic) in a secure manner so as to prevent access by, or disclosure to any unauthorized party.
- do use only those services and devices that have been certified as PCI-DSS compliant by the payment organizations.

DON'TS

- don't use vendor-supplied defaults for system passwords and other security parameters.
- don't transmit cardholder account numbers to cardholders for Internet transactions.
- don't store or retain card verification codes (three digit codes printed in the signature panel of most cards and a four digit code printed on the front of an American Express card) after final transaction authorization.
- don't store or retain magnetic stripe data, PIN data, chip data or AVS data - only cardholder account number, cardholder name and cardholder expiration date may be retained subsequent to transaction authorization.

For Internet transactions, copies of the transaction records may be delivered to cardholders in either electronic or paper format.

6. TransArmor Services

If you are receiving TransArmor services from us, the important DOs and DON'Ts listed below apply to you:

DO'S

- do comply with the payments organization rules, including PCI DSS.
- do demonstrate and maintain your current PCI DSS compliance certification. Compliance must be validated either by a Qualified Security Assessor (QSA) with corresponding Report on Compliance (ROC) or by successful completion of the applicable PCI DSS Self-Assessment Questionnaire (SAQ) or Report on Compliance (ROC), as applicable, and if applicable to your business, passing quarterly network scans performed by an Approved Scan Vendor, all in accordance with payments organization rules and PCI DSS.
- do ensure that all third parties and software that you use for payment processing comply with the PCI DSS.
- do deploy the data protection solution (including implementing any upgrades to such service within a commercially reasonable period of time after receipt of such upgrades) throughout your systems including replacing existing card numbers on your systems with tokens.
- do use the token instead of card numbers for ALL activities after you receive the authorization response, including settlement processing, retrieval processing, chargeback and adjustment processing, and transaction reviews.
- do ensure that any POS device, gateway or VAR is certified by us for use with the data protection solution. If you are uncertain whether your equipment is compliant, contact a customer service representative at 866-359-0978.
- if you send or receive batch files containing completed card transaction information to/from us, do use the service we provide to enable the files to contain only tokens or truncated information.
- do use truncated report viewing and data extract creation within reporting tools provided by us.
- do follow rules or procedures we give you periodically regarding your use of the data protection solution.
- do promptly notify us of a breach of any these terms.

DON'TS

- don't retain full card numbers, whether in electronic form or hard copy.
- don't use altered version(s) of the data protection solution.
- don't use, operate or combine the data protection solution or any related software, materials or documentation, or any derivative works thereof with other products, materials or services in a manner inconsistent with the uses contemplated in this section.

7. Debit Cards

When accepting debit cards, you'll need to follow the specific requirements for each debit network, as well as, the general requirements set out in this section.

DO'S

- do read the account number electronically from the magnetic stripe/chip for transactions authenticated with a PIN. If the magnetic stripe/chip is unreadable, you must request another form of payment from the cardholder.
- do obtain a signature if PIN authentication is not supported or available.

DON'TS

- don't process a credit card transaction in order to provide a refund on a debit card transaction.
 - don't complete a debit card transaction without:
 - entry of the PIN by the cardholder (and no one else); or
 - signature by the cardholder (and no one else)
- Unless the transaction is a "no-signature" signature debit transaction or a "PINless" PIN debit transaction specifically supported by the debit network.
- don't accept the PIN from the cardholder verbally or in written form.
 - don't manually enter the account number for PIN debit transactions. Signature debit transactions may be key entered if you are unable to swipe the card.

The debit network used to process your debit transaction will depend upon, among other things, our own business considerations, the availability of the debit network at the time of the transaction, and whether a particular debit card is enabled for a particular debit network.

The debit network used to route your transaction may or may not be the lowest cost network available. We may in our sole discretion:

- use any debit network available to us for a given transaction (including any of our affiliated PIN debit networks); and
- add or remove debit networks available to you based on a variety of factors including availability, features, functionality and our own business considerations.

YOU ARE RESPONSIBLE FOR SECURING YOUR POS DEVICES AND FOR IMPLEMENTING APPROPRIATE CONTROLS TO PREVENT EMPLOYEES OR OTHERS FROM SUBMITTING CREDITS AND VOIDS THAT DO NOT REFLECT BONA FIDE RETURNS OR REIMBURSEMENTS OF PRIOR TRANSACTIONS.

You may offer cash back to your customers when they make a PIN debit card purchase. You may set a minimum and maximum amount of cash back that you will allow. If you are not currently offering this service, your POS device may require additional programming to begin offering cash back as long as it is supported by the debit network.

You must reconcile your accounts for each location daily and notify us within 24 hours of any issues.

An adjustment is a transaction that is initiated to correct a debit card transaction that has been processed in error. For signature debit transactions (including "no-signature" signature debit transactions), both the cardholder and the card issuing bank have the right to question or dispute a transaction. If these questions or disputes are not resolved, a chargeback may occur. You are responsible for all adjustment and chargeback fees that may be charged by a debit network.

An adjustment may be initiated for many reasons, including:

- the cardholder was charged an incorrect amount, whether too little or too much;
- the cardholder was charged more than once for the same transaction;
- a processing error may have occurred that caused the cardholder to be charged even though the transaction did not complete normally at the point of sale; or
- a cardholder is disputing the goods or services provided.

All parties involved in processing adjustments and chargebacks are regulated by timeframes that are specified in the operating rules of the applicable debit network, the Electronic Funds Transfer Act, Regulation E, and other applicable law.

8. Electronic Benefit Transfer (EBT) Transactions

We offer electronic interfaces to Electronic Benefit Transfer (EBT) networks for the processing, settlement and switching of EBT transactions initiated through the use of a state-issued EBT card at your point of sale terminal(s) so that EBT recipients may receive EBT benefits.

EBT benefits may comprise:

- United States Department of Agriculture, Food and Nutrition Service (FNS),
- Supplemental Nutrition Assistance Program (SNAP),
- Women, Infants and Children Benefits (WIC Benefits), or
- Government delivered cash

If you accept EBT transactions or provide EBT benefits:

DO'S

- do provide EBT benefits to EBT recipients in accordance with applicable law and the procedures set out in the Quest rules, in the amount authorized through your terminal, upon presentation by an EBT recipient of an EBT card and such EBT recipient's entry of a valid PIN.
- do use POS Terminals, PIN pad and printer or other equipment that meet required standards (including those set out in the Quest rules) during your normal business hours and in a manner consistent with your normal business practices.
- do comply with the procedures set out in the Quest rules for authorization of EBT benefits if your terminal fails to print EBT benefit issuance information as approved and validated as a legitimate transaction.
- do provide a receipt for each EBT transaction to the applicable EBT recipient.
- do provide EBT benefits for EBT recipients from all states.

- do notify us promptly if you plan to stop accepting EBT cards and providing EBT benefits or if you are unable to comply with this section or the Quest rules.
- do adequately display any applicable state's service marks or other licensed marks, including the Quest marks, and other materials supplied by us in accordance with the standards set by the applicable state.
- do use any marks only to indicate that EBT benefits are issued at your location(s).
- do maintain adequate cash on hand to issue EBT service provider authorized cash benefits.
- do issue cash benefits to EBT recipients in the same manner and to the same extent cash is provided to your other customers.

DON'TS

- don't accept EBT cards or provide EBT benefits at any time other than in compliance with this section or the Quest rules.
- don't designate and direct EBT recipients to special checkout lanes restricted to use by EBT recipients unless you also designate and direct other customers to special checkout lanes for debit cards, credit cards or other payment methods such as checks other than cash.
- don't resubmit any EBT card transaction except as specifically permitted by the applicable Quest rules and procedures.
- don't accept any EBT card for any purpose other than providing EBT benefits, including accepting an EBT card as security for repayment of any EBT recipient obligation to you. If you violate this requirement, you will be obligated to reimburse the state or us for any EBT benefits unlawfully received by either you or an EBT recipient to the extent permitted by law.
- don't dispense cash for FNS, SNAP and WIC Benefits.
- don't disclose individually identifiable information relating to an EBT recipient or applicant for EBT benefits without prior written approval of the applicable state.
- don't use the marks of any EBT service provider without prior written approval from such EBT service provider.
- don't indicate that we, any state, or its EBT service provider endorse your goods or services.
- don't require, or in your advertising suggest, that any EBT recipient must purchase goods or services from you as a condition to receiving cash benefits, unless such condition applies to other customers as well.

You must take sole responsibility for the provision of any EBT benefits other than in accordance with authorizations received from the EBT service provider.

If an authorized terminal is not working or the EBT system is not available:

DO'S

- do manually accept EBT cards and manually provide EBT benefits in the amount authorized through the applicable EBT service provider to the EBT recipients at no cost to the EBT recipients upon presentation by an EBT recipient of their EBT card.
- do obtain an authorization number for the amount of the purchase from the applicable EBT service provider while the respective EBT recipient is present and before you provide the EBT recipient with any FNS, SNAP and WIC benefits, or cash benefits, as applicable.
- do properly and legibly enter the specified EBT recipient, clerk and sales information, including the telephone authorization number, on the manual sales draft.
- do clear all manual vouchers authorizations on your point of sale terminal within 14 days after the date of applicable voice authorization. If a voucher expires before it has been cleared by your terminal for payment, no further action can be taken to obtain payment for the voucher.

DON'TS

- don't attempt to voice authorize a manual EBT transaction if the EBT recipient is not present to sign the voucher. The EBT recipient must sign the voucher. You must give a copy of the voucher to the EBT recipient at the time of authorization and retain one copy for your records.
- don't re-submit a manual sales draft for payment for a transaction if you have not received an authorization number.
- don't mail vouchers requesting payment.

You must take sole responsibility for (and you will not be reimbursed in respect of) a manual transaction if you fail to obtain an authorization number from the applicable EBT service provider in accordance with this section or otherwise fail to process the manual transaction in accordance with the Quest rules, except as specifically provided in the Quest rules.

Part II

This part of Your Payments Acceptance Guide reviews essential elements of a transaction, including authorizations, issuing refunds and exchanges, and handling special transactions like recurring payments. You'll also find information about chargebacks and processes to put in place to avoid chargebacks. Feel free to contact Customer Service with any questions that arise as you review this information.

9. Authorizations

General

- You must obtain an authorization approval code from us for all transactions.
- A positive authorization response remains valid for the timeframe set out in section 19.
- An authorization approval code only indicates the availability of funds on an account at the time the authorization is requested. It does not indicate that the person presenting the card is the rightful cardholder, nor is it a promise or guarantee that you will not be subject to a chargeback or adjustment.
- You must not attempt to obtain an authorization approval code from anyone other than us, unless we have authorized you to use a third party authorization system as set out in section 9. An authorization approval code from any other source may not be valid.
- If you use Address Verification Services (AVS), you must review the AVS response separately from the authorization response and make your own decision about whether to accept the transaction. A transaction may receive an authorization approval code from the card issuing bank even if AVS is unavailable or reflects that the address provided to you does not match the billing address on file at the card issuing bank.
- If you receive a referral response to an attempted authorization, for American Express transactions you must not:
 - submit the transaction without calling for and receiving a voice authorization; and
 - attempt another authorization on the same card through your POS device.
- You must not attempt to obtain multiple authorizations for a single transaction. If a sale is declined, do not take alternative measures with the same card to obtain an approval of the sale from other authorization sources. Instead, request another form of payment.
- If you fail to obtain an authorization approval code or if you submit a card transaction after receiving a decline (even if a subsequent authorization attempt results in an authorization approval code), your transaction may result in a chargeback and it may be assessed fines or fees by the payments organizations for which you will be responsible. Fees currently range from \$25 to \$150 per transaction.
- You will be charged for a request for an authorization approval code (where applicable), whether or not the transaction is approved.
- For card present transactions, it is highly recommended that you use your electronic authorization device to swipe (magnetic stripe), tap/wave (contactless) or insert (chip) cards.

Card Not Present transactions

It is highly recommended that you obtain the three digit card verification code on the back of the card (or the four digit verification code on the front of American Express cards) and that you include this code with each card not present authorization request unless the transaction is a recurring transaction.

For recurring transactions, submit the card verification code only with the first authorization request and not with subsequent authorization requests.

For American Express Card Not Present transactions, please also refer to Appendix 2.

For Discover Network Card Not Present transactions, please also refer to Appendix 3.

PayPal does not allow Card Not Present transactions.

Authorization via telephone (other than terminal/electronic device users)

- You must call your designated Voice Authorization Toll Free Number and enter the authorization information into the VRU using a touch tone phone or hold for an authorization representative.
- If the Voice Authorization Center asks you to obtain identification from the cardholder before issuing an approval code, you must clearly write the appropriate identification source and numbers in the space provided on the sales draft.
- If the Voice Authorization Center asks you to confiscate a card, do not take any action that will alarm or embarrass the card presenter, and send the card to Rewards Department, P.O. Box 5019, Hagerstown, MD 21740. You may be paid a reward for the return of the card.
- If the sale is declined, please remember that our operators are only relaying a message from the card issuing bank. The fact that a sale has been declined must not be interpreted as a reflection of the cardholder's creditworthiness. You must instruct the cardholder to call the card issuing bank.

Authorization via electronic devices

- If you use an electronic terminal to obtain authorization approval codes, you must obtain the authorization approval codes for all sales through this equipment.
- If your terminal malfunctions, please refer to your Quick Reference Guide or call the POS Help Desk. Please remember to check your terminal periodically because most terminal problems are temporary in nature and are quickly corrected.

- If a terminal is moved or if wires are disconnected, causing malfunction, call the POS Help Desk immediately and follow their instructions. You may be responsible for any service charges incurred for reactivation of the terminal.
- Until the terminal becomes operable, you must call your designated Voice Authorization Toll Free Number and enter authorization information into the VRU using a touchtone phone. During this time, each transaction must be imprinted using a manual Imprinter machine.

Third party authorization systems

If you have contracted to use one of our authorization services, you must not use another third party authorization system without notifying Customer Service. Otherwise, we will be unable to successfully research and defend any authorization related chargebacks on your behalf. This delay will significantly decrease your time to research and provide proof of authorization, thus reducing your opportunity to reverse a chargeback.

If you use another authorization network:

- you will be responsible for the downgrade of any transactions to a higher cost interchange that result from any mismatch of information to our systems and those of third party authorization networks.
- liability resulting from discrepancies with that network must be resolved between you and that network. We will not research chargebacks resulting from authorization approval codes obtained from another authorization service organization. Such chargebacks will be passed through to you for resolution. If an authorization provided by a third party authorization system is challenged in a chargeback, you must obtain proof (for example, third party authorization logs) from the authorization source and submit it to us within the time frame specified on the chargeback documentation.

Call the following for other card types, each of which is available 24 hours/day, 7 days/week:

American Express Direct	1-800-528-2121
JCB, International (For YEN and CAD currency only)	1-800-522-9345
TeleCheck	1-800-366-5010
Voyager	1-800-987-6589
WEX	1-800-842-0071

You must enter manually all approved sales that have been authorized in this manner as "post authorization" transactions into the terminal, once the terminal becomes operational. You must enter all credit transactions into the terminal for data capture. If you receive a referral and subsequently receive an approval, you may be subject to a chargeback. You must imprint the card using a manual imprinter machine to reduce the risk of such a chargeback. For specific procedures on electronic data capture, refer to the Terminal Operating Instructions/Users Guide. If the terminal malfunctions for more than 24 hours, contact Customer Service for further instructions on processing your transactions.

Automated dispensing machines

You must produce records for all transactions originating with automated dispensing machines or limited amount terminals. Such records must include the last four digits of the cardholder account number, merchant's name, terminal location, transaction date, identification of transaction currency, transaction type (purchase), authorization code, and amount.

For Discover Network transactions, please refer to Appendix 3 for instructions on how to cancel an authorization.

For PayPal transactions, please refer to Appendix 4 instructions on how to cancel an authorization.

Partial authorization and authorization reversal

Partial authorization provides an alternative to a declined transaction by permitting a card issuing bank to return an authorization approval for a partial amount. This amount is less than the transaction amount requested because the available card balance is not sufficient to approve the transaction in full. The cardholder is able to use the funds remaining on the card to pay for a portion of the purchase and select another form of payment (in other words, another payment card, cash, check) for the remaining balance of the transaction.

- for MasterCard transactions, partial authorization is optional for batch authorized e-commerce transactions, mail order, telephone order transactions and recurring payment transactions.
- for Discover transactions, partial authorization support is optional for Card Not Present transactions. If you support partial authorizations, a partial authorization indicator must be included in each authorization request.

You must submit an authorization reversal if the authorization is no longer needed, a partial amount of the total authorized is submitted for the settled transaction, or the cardholder elects not to complete the purchase. The transaction sent for settlement must be no more than the amount approved in the partial authorization response. If you wish to support partial authorization functionality, you must contact Customer Service for additional rules and requirements.

10. Special Types of Transactions

Payment by installments

If a cardholder makes a deposit toward the full amount of the sale price and pays the balance on delivery, please follow the procedures set out in this section.

DO'S

- do execute two separate sales drafts and obtain an authorization for each sales draft on each transaction date;
- do indicate on each sales draft:
 - whether it is for the deposit or the balance of payment; and
 - the authorization date and approval code.
- do submit and seek authorization of each delayed delivery transaction under the same merchant identification number and treat deposits on the card no differently than you treat deposits on all other payment products.
- do complete Address Verification for each "balance" authorization.
- do obtain proof of delivery upon delivery of the services/merchandise purchased.

DON'TS

- don't submit sales data to us relating to the "balance" until the goods have been completely delivered or the services fully provided.

If delivery occurs after the timeframes set out in section 19, you must obtain a new authorization for the unprocessed portion of the transaction prior to delivery. If the transaction is declined, contact the cardholder and request another form of payment.

For example: On January 1, a cardholder orders \$2,200 worth of furniture and you receive an authorization for the full amount; however, only a \$200 deposit is processed leaving a \$2,000 balance remaining on the furniture. An authorization reversal must be processed for \$2,000. When the goods are available to ship, the \$2,000 transaction balance must be reauthorized.

Advance payment charges

If you permit or require cardholders to make advance payment charges for the following types of goods or services, please follow the procedures set out in this section:

- custom orders (for example, orders for goods to be manufactured to a customer's specifications);
- ticketing for events or entertainment (for example, sporting events, or concerts);
- tuition, room, board, and other mandatory fees (for example, library or other students services fees at universities);
- tickets for airlines, rail lines, cruise lines, lodging, and other travel-related services (for example, tours or guided expeditions); and
- vehicle rentals; or
- in store merchandise not immediately available (for example, merchandise pre-purchased for an upcoming sale event or merchandise on layaway)

For all advance payment transactions:

- do state your full cancellation and refund policies;
- do clearly disclose your intention to receive advance payment;
- before you request an authorization, do obtain written consent from the cardholder to bill the card for an advance payment charge;

The cardholder's consent must include (1) a detailed description of the goods or services to be provided, and (2) his or her agreement to all of the terms of the sale (including price, any cancellation or refund policies), and the expected delivery date of the goods or services;

- do obtain an authorization approval;
- do complete a sales draft; and
- if you cannot deliver the goods or services (for example, because custom-ordered merchandise cannot be fulfilled) and cannot make other arrangements, do immediately issue a credit for the full amount of the advance payment charge.

For Card Not Present transactions involving an advance payment:

- do ensure that the sales draft contains the words "Advance Payment,"; and
- within 24 hours of the advance charge being authorized, do provide the cardholder with written confirmation (for example, by email or facsimile) that advance payment charge has been made, the written confirmation must include (1) a detailed description of the goods or services to be provided; (2) the amount of the charge; (3) the confirmation number (if applicable); (4) the details of any cancellation or refund policies; and (5) the expected delivery date of the goods or services.

Recurring transactions

If you process recurring transactions and charge a cardholder's account periodically for recurring goods or services (for example, yearly subscriptions and annual membership fees, etc.), please follow the procedures set out in this section.

DO'S

- do obtain cardholder approval for such goods or services to be charged on an ongoing basis to the cardholder's account. Approval must at least specify:
 - the cardholder's name, address, account number and expiration date,
 - the transaction amounts,
 - the timing or frequency of recurring charges,
 - the duration of time for which the cardholder's approval is granted, and for Discover Network and PayPal transactions, the total amount of recurring charges to be billed to the cardholder's account, (including taxes and tips) and your merchant identification number,

- do obtain an authorization for each transaction.
- do include the recurring payment indicator in each authorization request, and as applicable, each batch submission entry.
- do indicate on the sales draft "Recurring Transaction" (or "P.O." for MasterCard transactions) in lieu of the cardholder's signature.
- for Discover Network and PayPal recurring transactions, do include a toll-free customer service number that the cardholder can call to cancel his/her approval for the recurring transaction or to obtain other assistance relating to the recurring transaction.

DON'TS

- don't include partial payments for goods or services purchased in a single transaction.
- don't impose a finance charge in connection with the recurring transaction or preauthorized order.
- don't complete a recurring transaction after receiving a cancellation notice from the cardholder or card issuing bank or after a request for authorization has been denied.

It is highly recommended that you obtain the three digit card verification code on the back of the card (or the four digit verification code on the front of American Express cards), include the number with the first authorization request. This is not required for subsequent authorization requests.

A positive authorization response for one recurring transaction is not a guarantee that any future recurring transaction authorization request will be approved or paid.

If the recurring transaction is renewed, you must obtain from the cardholder a new written request for the continuation of such goods or services to be charged to the cardholder's account.

If you or we have terminated your right to accept cards, you must not submit authorization requests or sales data for recurring transactions that are due after the date of such termination.

For American Express transactions please also see Appendix 2.

Stored payment credentials

If you store information (including, but not limited to, an account number or payment token) to process future purchases on behalf of the cardholder, follow the procedures set out in this section.

DO'S

- do include the appropriate data values when a payment credential is being stored for the first time.
- do include the appropriate data values when a payment credential is being used to initiate a stored credential transaction.
- do include the appropriate data values when a payment credential is being used to identify an unscheduled credentials on file transaction.
- do submit a valid authorization if an amount is due at the time the payment credential is being stored.
- do submit an authorization verification if no payment is due at the time the payment credential is being stored.

DON'TS

- don't store a payment credential if either the first payment transaction or account verification is declined.

Card checks

If you accept card checks, you must treat checks from all the payment organizations that you accept equally (for example, if you accept MasterCard and American Express, your check acceptance policy must treat checks for both of these payment organizations equally). You should handle these card checks like any other personal check drawn upon a bank in the United States.

II. Sales Drafts

DO'S

- do prepare a sales draft for each transaction and provide a copy of the sales draft or transaction receipt to the cardholder at the time the card transaction is completed. An exception is eligible transactions participating in any of the 'no signature required' programs.
- do only collect transaction data provided directly to you by the cardholder.
- do include all of the following information on a single page document constituting the sales draft:
 - the cardholder's account number;
 - cardholder's signature, unless you participate in any of the 'no signature required' programs Mastercard, Discover, and American Express do not require you to obtain signatures at the point-of-sale for credit or debit transactions unless required by law
 - date of the transaction;
 - the total amount of the transaction, including any taxes to be collected, in the approved currency of the sale;
 - description of the goods or services involved in the transaction—if there are too many items, combine them into one description; (for example, "clothing") to ensure that all information is contained on a single page;

- description of your merchandise return and credit/refund policy;
- a valid authorization code;
- Merchant's Doing Business As ("D/B/A") name and location (city and state required) and merchant identification number. The merchant identification number is optional but if provided for Discover, include only the last four digits; and
- if the card has a magnetic stripe and the POS device fails to read the magnetic stripe, or if you are required to obtain a voice authorization, you must also use a manual imprinting machine to make a clear impression of the card on the same side of the signed sales draft. If you work in the face-to-face sales environment, you may include the card verification code in the authorization request for US domestic key-entered transactions in lieu of taking a manual card imprint, except for Discover

DON'TS

- don't include the card expiration date or any more than the last four digits of the card number in the copy of the sales draft which you provide to the cardholder.
- when imprinting sales drafts, you must not alter the cardholder account number, circle or underline any information on the sales draft or alter a sales draft in any way after the transaction has been completed and signed. Stray marks and other alterations on a sales draft may result in it becoming unreadable or illegible.

If you participate in the Visa Easy Payment Service ("VEPS") (Visa's 'no signature required' program), Quick Payment Service or Small Ticket, you are only required to provide the cardholder with the completed sales draft when requested by the cardholder.

If you are operating under certain merchant category codes ("MCC") approved by a payment organization, you are not required to:

- provide a transaction receipt, unless requested by the cardholder; and
- obtain the cardholder's signature provided that you transmit the full track data in the authorization request and the sale amount is below the applicable program floor limit:
 - STAR - \$50 or less; and
 - Visa - \$25 or less, with the exception of grocery stores (MCC 5411) and discount stores (MCC 5310) for which the floor limit is \$50.

12. Refunds

DO'S

- do provide clear instructions to your customers regarding returns, including the following:
 - customer service telephone number;
 - reference number for the return;
 - expected processing time for the credit;
 - return address, preferably on a pre-formatted shipping label (if applicable).
- do document your cancellation policy and terms and conditions on the contract the cardholder signs, or on your website, as applicable.
- do create a credit draft containing the following information for every refund:
 - the account number;
 - the cardholder's name;
 - your name, city, state and merchant identification number. Merchant identification number is optional but if provided for Discover only include the last 4 digits
 - transaction type;
 - a description of the goods or services;
 - the transaction date of the credit; the total amount of the credit; and
 - for Discover Network transactions, the approved currency used and the signature of your authorized representative or employee.
 - for PayPal transactions, the approved currency used and the signature of your authorized representative or employee.
- do submit all credit drafts to us within the timeframes set out in section 19;
- do submit each credit under the establishment where the credit originated;
- do provide full refunds for the exact dollar amount of the original transaction including tax, handling charges, etc., and in no circumstances provide a refund amount for more than the original card sale amount;
- do write clearly all amounts and other handwritten information - stray marks on the credit draft will render it illegible.
- if the card cannot be swiped for any reason, do imprint the credit draft with the same card used by the cardholder to make the original purchase when applicable.
- do ensure that the cardholder signs the credit draft, give the cardholder the appropriate copy, and deposit the credit draft immediately.
- do include the last 4 digits of the merchant identification number for Discover transactions.

DON'TS

- don't circle or underline any information on the credit draft.
- don't credit an account that differs from the account used for the original transaction.
- don't include the card expiration date or any more than the last four digits of the card number in the copy of the credit draft which you provide to the cardholder.

- don't give cash, check credit refunds or other consideration for card sales, with the exception of the following type of Visa transactions only:
 - Visa Easy Payment Service Transaction (Visa's 'no signature required' program);
 - the recipient of the gift is not the cardholder; or
 - Visa prepaid card transaction if the cardholder states that the Visa prepaid card has been discarded.
- don't intentionally submit a sale and an offsetting credit at a later date solely for the purpose of debiting and crediting your own or a customer's account;
- don't process a credit transaction after a chargeback has been received.

Authorization is not required for credits.

Your website must communicate your refund policy to your customers and require your customers to select a "click-to-accept" or other affirmative button to acknowledge the policy. The terms and conditions of the purchase must be displayed on the same screen view as the checkout screen that presents the total purchase amount, or within the sequence of website pages the cardholder accesses during the checkout process.

For American Express transactions, please also refer to Appendix 2.

13. Exchanges

For an even exchange, no additional paperwork is necessary and you may simply follow your standard company policy.

For an uneven exchange, you must complete a credit draft, and follow the procedures outlined in section 11 for the total amount of the goods returned. The cardholder's account will be credited for that amount. Then, complete a new sales draft for the total amount of any new goods purchased.

14. Chargebacks, Retrievals and Other Debits

Chargebacks

Both the cardholder and the card issuing bank have the right to question or dispute a transaction. If such questions or disputes are not resolved, a chargeback may occur. You are responsible for all chargebacks, our chargeback fees and related costs arising from your transactions. As a result, we will debit your settlement account or settlement funds for the amount of each chargeback.

Due to the short time frames and the supporting documentation necessary to successfully (and permanently) reverse a chargeback in your favor, we strongly recommend that:

- you adhere to the guidelines and procedures outlined in this guide;
- if you do receive a chargeback, investigate, and if you dispute the chargeback, submit the appropriate documentation within the required time frame;
- whenever possible, contact the cardholder directly to resolve the dispute (except with respect to a Discover Network cardholder with whom direct contact regarding the dispute is prohibited by Discover Network Card Organization Rules); and
- if you have any questions, call Customer Service.

You must not process a credit transaction once a chargeback is received, even with cardholder authorization, as the credits may not be recoverable and you may be financially responsible for the credit as well as the chargeback. Instead, the card issuing bank will credit the cardholder's account.

Chargeback process

If the card issuing bank submits a chargeback, we will send you a chargeback notification, which may also include a request for transaction documentation. Due to the short time requirements imposed by the payments organizations, it is important that you respond to a chargeback notification and transaction documentation request within the time frame set out in the notification.

Upon receipt of a transaction documentation request, you must immediately retrieve the requested sales draft(s) using the following guidelines:

- make a legible copy, centered on 8-1/2 x 11-inch paper (only 1 sales draft per page);
- write the 'case number' from the request for transaction documentation on each copy/page;
- if applicable, make copies of a hotel folio, car rental agreement, mail/phone/Internet order form, or other form of receipt;
- if a credit transaction has been processed, make a copy of the credit draft;
- letters are not acceptable substitutes for sales drafts;
- fax or mail legible copies of the sales draft(s) and credit drafts, if applicable, to the fax number or mail address provided on the request form;
- if you fax your response, please (i) set your fax machine to print your fax number and name on the documents that you send, and (ii) set the scan resolution on your fax machine to the highest setting. We can use this information to help determine where the documentation received originated from if additional research is required, and the higher resolution setting improves the clarity of characters and graphics on the documentation transmitted and helps reduce the number of illegible fulfillments and chargebacks.

We strongly recommend that you also include a detailed rebuttal letter along with all pertinent documents when responding to a transaction request or a chargeback notification (for example, rental agreement, imprinted portion of the invoice or sales draft; the portion

signed by the cardholder; and the area where the authorization codes, with amounts and dates, are located).

If the information you provide is both timely and, in our sole discretion, sufficient to warrant a re-presentation of the transaction or reversal of the chargeback, we will do so on your behalf. However, a re-presentation or reversal is ultimately contingent upon the card issuing bank and/or cardholder accepting the transaction under applicable payment organization guidelines. Re-presentation or reversal is not a guarantee that the chargeback has been resolved in your favor.

If we do not receive a clear, legible and complete copy of the transaction documentation within the timeframe specified on the request, you may be subject to a chargeback for "non-receipt" for which there is no recourse.

If you do not dispute the chargeback within the time limits set by the payments organization rules and regulations, you will forfeit your reversal rights. Our only alternative, which is available for Visa and MasterCard transactions only, is to attempt a "good faith collection" to the card issuing bank on your behalf for non-fraud chargeback reason codes. This process can take up to 6 months and must meet the card issuing bank's criteria (for example, at or above a set dollar amount). Good faith collection attempts are not a guarantee that any funds will be collected on your behalf. Card issuing banks normally charge good faith collection fees, which are deducted from the transaction amount if accepted in addition to any processing fees that are charged by us.

The card issuing bank may charge a handling fee which will be debited from your settlement account or settlement funds if a transaction documentation request results from a discrepancy between the sales draft and the transmitted record regarding any of the following:

- the name of your business;
- the city, state, or country listed for your business;
- the transaction date.

Visa: If we reverse the chargeback and re-present the transaction to the card issuing bank, the card issuing bank, at its sole discretion, may elect to submit the matter for arbitration before Visa. Visa currently charges a \$250 filing fee and a \$250 review fee. Whether or not a decision is made in your favor, you will be responsible for all such fees and charges and any other applicable fees and charges imposed by Visa. Such fees and charges will be debited from your settlement account or settlement funds, in addition to the chargeback.

STAR®: If we reverse the chargeback and re-present the transaction to the card issuing bank, the card issuing bank, at its sole discretion, may elect to submit the matter for arbitration before STAR. Whether or not a decision is made in your favor, you will be responsible for all fees and charges relating to that arbitration and any other applicable fees and charges imposed by STAR. Such fees and charges will be debited from your settlement account or settlement funds, in addition to the chargeback.

MasterCard: If we reverse the chargeback and re-present the transaction to the card issuing bank, the card issuing bank, at its sole discretion, may elect to resubmit the chargeback. In such event, at our discretion, we will debit your settlement account or settlement funds for the chargeback. However, if you feel strongly that it is an invalid chargeback, we may, on your behalf and at your request, submit the matter for arbitration before MasterCard. MasterCard currently charges a \$150 filing fee and a \$250 review fee. Whether or not a decision is made in your favor, you will be responsible for all such fees and charges, and any other charges imposed by MasterCard. Such fees and charges will be debited from your settlement account or settlement funds, in addition to the chargeback.

Discover Network: If Discover Network rejects our re-presentation request and you feel strongly that the chargeback is invalid, we may, at our discretion and on your behalf and at your request, submit the matter for dispute arbitration before Discover Network. Discover Network charges Acquirers fees for re-presentation requests and matters submitted to Discover Network for arbitration. We, in turn, may charge you fees for these items.

PayPal: If PayPal rejects our re-presentation request and you feel strongly that the chargeback is invalid, we may, at our discretion and on your behalf and at your request, submit the matter for dispute arbitration before PayPal. PayPal charges Acquirers fees for re-presentation requests and matters submitted to PayPal for arbitration. We, in turn may charge you fees for these items.

American Express: You may request a chargeback reversal if the chargeback was applied in error, provided that (i) you have responded to the original inquiry within the specified timeframe set out in your dispute notification, and (ii) you have provided all supporting documentation to substantiate the error.

Chargeback reasons

The following section outlines the most common types of chargebacks. This list is not exhaustive. Within each group, we have included recommendations on how to reduce the risk of chargebacks. These are recommendations only, and do not guarantee that you will eliminate chargebacks.

Chargebacks due to authorization

Description

Proper authorization procedures were not followed and valid authorization was not obtained.

Likely scenario

- authorization not obtained.

- authorization was declined.
- transaction processed with an expired card and authorization was not obtained.
- transaction processed with an invalid account number and authorization was not obtained.
- Card Recovery Bulletin (CRB) or Exception File was not checked (transactions below floor limit).

Recommendations to reduce risk of chargeback

- obtain valid authorization on the day of the transaction.
- if you receive the following responses:
 - decline - request another form of payment from the cardholder;
 - referral - follow the voice procedures to obtain a valid authorization and obtain an imprint of the card;
 - "Pick-up" - this means that the card issuing bank is asking for the card to be returned
 - you must not accept the card for payment and, in addition, you may retain the card and send it to us so that we can arrange for its return to the card issuing bank.
- you must not exceed any predetermined thresholds for specific POS device types as specified by each payments organization.
- you must ship goods within the timeframe set out in section 19, after you have obtained authorization.

Chargebacks due to cancellation and returns

Description

Credit was not processed properly or the cardholder has canceled or returned items.

Likely scenario

- Cardholder received damaged or defective merchandise.
- Cardholder continued to be billed for canceled recurring transaction.
- Credit transaction was not processed.

Recommendations to reduce risk of chargeback

- issue credit to the cardholder on the same account as the purchase in a timely manner.
- do not issue credit to the cardholder in the form of cash, check or in-store/merchandise credit as we may not be able to recoup your funds if the transaction is charged back.
- for recurring transactions ensure customers are fully aware of the conditions:
 - cancel recurring transactions as soon as notification is received from the cardholder or as a chargeback, and issue the appropriate credit as needed to the cardholder in a timely manner; and
 - notify the cardholder within 10 days (domestic) and 15 days (international) in advance of each billing, to allow the cardholder time to cancel the transaction.
- provide proper disclosure of your refund policy for returned/canceled merchandise, or services to the cardholder at the time of transaction. Card present, cardholder signed the sales draft containing disclosure.
- if applicable, the words "NO EXCHANGE, NO REFUND," etc. must be clearly printed in 1/4-inch lettering on the sales draft near or above the cardholder signature:
 - Ecommerce, provide disclosure on your website on the same page as check out. Require the cardholder to click to accept prior to completion.
 - Card Not Present, provide the cancellation policy at the time of the transaction.
- for any Travel & Entertainment (T&E) transaction, provide cancellation numbers to cardholders when the services are canceled.
- ensure delivery of the merchandise or services ordered to the cardholder.
- participate in recommended fraud mitigation tools.

Chargebacks due to fraud

Description

Transactions that the cardholder claims are unauthorized; the account number is no longer in use or is fictitious, or the merchant was identified as "high risk."

NOTE: For Visa transactions, to ensure that you preserve your chargeback rights, you must:

- complete a retrieval request and provide a sales slip that contains all required data elements; and
- respond to all retrieval requests with a clear legible copy of the transaction document that contains all required data elements within the specified timeframe.

Likely scenario

- multiple transactions were completed with a single card without the cardholder's permission.
- a counterfeit card was used and proper acceptance procedures were not followed.
- authorization was obtained; however, full track data was not transmitted.
- the cardholder states that they did not authorize or participate in the transaction.

Recommendations to reduce the risk of chargeback Card Present Transactions:

- obtain an authorization for all transactions.
- for recurring transactions ensure customers are fully aware of the conditions:

- cancel recurring transactions as soon as notification is received from the cardholder or as a chargeback, and issue the appropriate credit as needed to the cardholder in a timely manner; and
- notify the cardholder within 10 days (domestic) and 15 days (international) in advance of each billing, allowing the cardholder time to cancel the transaction.
- American Express customers have the option to receive written notification of the recurring transaction at least (10) days prior to submitting, or any time the charge amount exceeds a maximum amount that has been set by the cardholder.

- if you are utilizing an electronic device to capture card data, swipe, dip or wave all card transactions through your electronic authorization device to capture cardholder information. When applicable, ensure the displayed cardholder number matches the number on the card.
- You should avoid keying the card data into your electronic authorization device unless you are unable to capture the card data through one of the above methods. If you do key the card data into your electronic authorization device, it is highly recommended that you also key in the three or four digit verification code. Otherwise, you should, imprint the card using a valid imprinting device that will capture the embossed card and merchant information. You must write on the manually imprinted draft all pertinent information relating to the transaction (transaction date, dollar amount, authorization code and merchandise description) and obtain the cardholder signature. Do not alter the imprint on the draft in any way. You are not protected from this type of chargeback by manually entering the information into the POS device.

NOTE: Do not imprint on the back of a signed sales draft. The imprint must be on the transaction document that contains all transaction elements to prove the card was present at the time of the transaction.

- Obtain the cardholder signature for all transactions; ensure the signature on the sales draft matches the signature on the back of the card.
- Process all transactions one time and do not batch out transactions multiple times.
- Educate staff on procedures to eliminate point of sale (POS) fraud.

Card Not Present Transactions:

- Ensure delivery of the merchandise or services ordered to the cardholder.
- Participate in recommended fraud mitigation tools:
 - Verified by Visa Program
 - MasterCard SecureCode
 - Address Verification Services (AVS)
 - Use of card verification code

NOTE: While transactions utilizing these tools may still be disputed, the service may assist you with your decision to accept certain cards for payment.

- ensure you ship to the AVS confirmed address (bill to and ship to must match).
- obtain authorization for all transactions.
- ensure merchant descriptor matches the name of the business and is displayed correctly on the cardholder statement.
- ensure descriptor includes correct business address and a valid customer service number.
- please refer to Appendix 2 for American Express fraud mitigation tools.

Chargebacks due to cardholder disputes

Description

Goods or services not received by the cardholder, Merchandise defective or not as described.

Likely scenario

- Services were not provided or merchandise was not received by the cardholder.
- Cardholder was charged prior to merchandise being shipped or merchandise was not received by agreed upon delivery date or location.
- Cardholder received merchandise that was defective, damaged, or unsuited for the purpose sold, or did not match the description on the transaction documentation/verbal description presented at the time of purchase.
- Cardholder paid with an alternate means and their card was also billed for the same transaction.
- Cardholder canceled service or merchandise and their card was billed.
- Cardholder billed for a transaction that was not part of the original transaction document.
- Cardholder claims to have been sold counterfeit goods.
- Cardholder claims the merchant misrepresented the terms of sale.

Recommendations to reduce such risk of chargeback

- provide Services or Merchandise as agreed upon and described to the cardholder; clearly indicate the expected delivery date on the sales receipt or invoice.
- contact the cardholder in writing if the merchandise or service cannot be provided or is delayed, and offer the cardholder the option to cancel if your internal policies allow.
- if the cardholder received defective merchandise or the merchandise received was not as described; resolve the issue with the cardholder at first contact.
- if the merchandise is being picked up by the cardholder, have them sign for the merchandise after inspecting that it was received in good condition.

- do not charge the cardholder until the merchandise has been shipped, according to the agreed upon terms, and a signed Proof of Delivery from the cardholder is obtained.
- if unable to provide services or merchandise, issue a credit to the cardholder in a timely manner.
- accept only one form of payment per transaction. Ensure the cardholder is only billed once per transaction.
- do not bill cardholder for loss, theft or damages unless authorized by the cardholder.
- ensure that a description of the service or merchandise provided is clearly defined.

Chargebacks due to processing errors

Description

Error was made when transaction was processed or it was billed incorrectly.

Likely scenario

- the transaction was not deposited within the payments organization specified timeframe.
- the cardholder was issued a credit draft. However, the transaction was processed as a sale.
- the transaction was to be processed in a currency other than the currency used to settle the transaction.
- the account number or transaction amount used in the transaction was incorrectly entered.
- a single transaction was processed more than once to the cardholder's account.
- the cardholder initially presented the card as payment for the transaction. However, the cardholder decided to use an alternate form of payment.
- a limited amount or self-service terminal transaction was processed for an amount over the pre-determined limit.

Recommendations to reduce risk of chargeback

- process all transactions within the payments organization specified timeframes.
- ensure all transactions are processed accurately and only one time .
- if a transaction was processed more than once, immediately issue voids, transaction reversals or credits.
- ensure that credit transaction receipts are processed as credits and sale transaction receipts are processed as sales.
- ensure all transactions received a valid authorization approval code prior to processing the transaction. Also obtain a legible magnetic swipe or imprinted sales draft that is signed.
- do not alter transaction documentation or make any adjustments unless the cardholder has been contacted and agrees to modifications of the transaction amount.
- ensure limited amount, self-service and automated fuel dispenser terminals are set properly to conform to the predetermined limits.

Chargebacks due to non-receipt of information

Description

Failure to respond to a retrieval request or the cardholder does not recognize the transaction.

Likely scenario

- the transaction documentation was not provided to fulfill the retrieval request.
- the retrieval request was fulfilled with an illegible sales draft or was an invalid fulfillment (incorrect sales draft or the sales draft did not contain required information that may include signature).
- the cardholder does not recognize or is unfamiliar with the transaction due to the merchant name or location not matching the name or location where the transaction took place.

Recommendations to reduce such risk of chargeback

- provide a clear and legible copy of the sales draft that contains all required data elements within the required timeframe that is specified on the retrieval request.
- ensure that the most recognizable merchant name, location and customer service phone number is provided on all transactions.
- retain copies of all transaction documentation for the required timeframe that is specified by each payments organization.
- develop efficient methods to retrieve transaction documentation to maximize ability to fulfill requests.

15. Suspect/Fraudulent Transactions

If the card being presented or the behavior of the person presenting the card appears to be suspicious or you otherwise suspect fraud, you must immediately call the Voice Authorization Center and ask to speak to a Code 10 operator. Answer all their questions and follow their instructions.

While not proof that a transaction is fraudulent, the following are some suggestions to assist you in preventing fraudulent transactions that could result in a chargeback:

Does the cardholder:

- appear nervous/agitated/hurried?
- appear to be making indiscriminate purchases (for example, does not care how much an item costs, the size, etc.)?

- make purchases substantially greater than your usual customer (for example, your average transaction is \$60, but this transaction is for \$360)?
- insist on taking the merchandise immediately (for example, no matter how difficult it is to handle, is not interested in free delivery, alterations, etc.)?
- appear to be purchasing an unusual amount of expensive items or the same items?
- take an unusual amount of time to sign the sales draft, or look at the back of the card as he signs?
- talk fast or carry on a conversation to distract you from checking the signature?
- take the card from a pocket instead of a wallet?
- repeatedly come back, in a short amount of time or right before closing time, to make additional purchases?
- cause an unusual, sudden increase in the number and average sales transactions over a one-to three-day period?
- tell you he has been having some problems with his card issuing bank and request that you call a number (that he provides) for a "special" handling or authorization?
- have a previous history of disputed charges?
- place orders to be shipped to an address other than the billing address, or use anonymous/free email domains?
- place orders sent to zip codes or countries where you show a history of fraudulent claims?

Does the card:

- have characters the same size, height, style and all within alignment?
- appear to be re-embossed (the original numbers or letters may be detected on the back of the card)?
- have a damaged hologram?
- have a Magnetic Stripe on the back on the card?
- have an altered signature panel (for example, appear discolored, glued or painted, or show erasure marks on the surface)?
- have "valid from" (effective) and "valid thru" (expiration) dates consistent with the sale date?

We also recommend that you are vigilant for any cardholder who behaves as follows, specifically in relation to prepaid cards:

- frequently makes purchases and then returns the goods for cash;
- uses prepaid cards to purchase other prepaid cards;
- uses large numbers of prepaid cards to make purchases.

Gift Cards, jewelry, video, stereo, computer and camera equipment, shoes and men's clothing are typically fraud-prone because they can easily be resold. Also be suspicious of high dollar amounts and transactions with more than one fraud-prone item, (for example, two laptops, three gold chains, etc).

Part III

In this part of the guide you'll find helpful information about what to do if a card is left at your business, how long you must retain copies of records, how to return equipment and important transaction timeframes. This is also where you'll find additional guidelines for specific industries including:

- Lodging
- Vending machines
- Travel & Entertainment
- Telecommunications
- Restaurants
- Petroleum

If you'd like additional information about anything you've read in Your Payments Acceptance Guide, please contact Customer Service.

16. Lost/Recovered Cards

If a card is left behind and remains unclaimed, you should call the appropriate payment organization's Customer Service team via the number below and they will instruct you on how to handle it:

Visa	1-800-336-8472
MasterCard	1-800-826-2181
Discover	1-800-DISCOVER (1-800-347-2683)
AMEX	1-800-992-3404
PayPal	1-877-569-1113

17. Retention of Records

You must securely retain legible copies of all sales drafts and credit drafts or any other transaction records for the following periods:

MasterCard, Visa, and STAR: 13 months from the transaction date. 5 years for healthcare sales drafts and credit drafts.

Discover Network: the longer of (i) 365 days or (ii) the resolution of any pending or threatened disputes, claims, disagreements or litigation involving the card transaction. You must also keep images or other copies of sales drafts for no less than 3 years from the date of the Discover Network transaction.

PayPal: the longer of (i) (A) 1 year from the transaction date, or (B) if the transaction date was subject to dispute, 2 years from the transaction date or (ii) the time period required by applicable law.

American Express: 24 months from the date on which you submitted the sales draft or credit draft to us. You must provide all sales drafts and credit drafts or other transaction records requested by us within the shortest time limits established by payment organization rules.

18. Return of Equipment

To return point of sale (POS) equipment that you do not own, you must call Customer Service for the address of the location to send the device.

You must include the following information in the shipping box:

- your name, address and phone number;
- the name of the person to contact if there are any questions;
- your merchant identification number;
- the lease number (if applicable); and
- the serial number of the POS device (found on the underside of the POS device).

You must return the POS device in a manner that can be tracked. Reference the lease number (if applicable) on the return packaging.

19. Timeframes

Authorizations

A positive (approved) authorization response remains valid for:

- seven (7) days for MasterCard electronic processed transactions;
- ten (10) days for Visa, Discover, and STAR electronic processed transactions subject to the following exception:
 - thirty (30) days for Visa, Discover and PayPal, twenty (20) days for STAR for the following Industries:
 - car rental;
 - airline and passenger railway;
 - lodging;
 - other Travel & Entertainment (T&E) categories.
- seven (7) days for American Express electronic processed transaction subject to the following exception:
 - thirty (30) days for the Travel & Entertainment (T&E) industries.

Delayed deliveries

If delivery is more than:

- 7 days (MasterCard, Visa, American Express, and STAR transactions); or
- 10 days (Discover Network and PayPal transactions);
- After the initial authorization request, you must reverse the authorization for the unprocessed portion and obtain a new authorization for the remaining amount before delivery.

Refunds

You must submit all credit transactions to us within 5 days of determining that a credit is due.

20. Additional Provisions for Specific Industries

Merchants in the lodging industry

There are additional rules and requirements that apply to merchants in the lodging industry for practices including guaranteed reservations and charges for no shows, advance deposits, overbookings, and priority checkout. If you are a lodging merchant and wish to participate in the payment organization lodging services programs, please contact your sales representative or relationship manager for details and the appropriate payments organization requirements.

You must provide the cardholder with written confirmation of a guaranteed reservation. The confirmation must contain:

- cardholder's name as it appears on the card, if present;
- card number, truncated where required by applicable law to you or us and card expiration date if present, unless prohibited by applicable law to you or us;
- reservation confirmation number;
- anticipated arrival date and length of stay;
- the cancellation policy in its entirety, inclusive of the date and time the cancellation privileges expire; and
- any other pertinent details related to the reserved accommodations.

If a cardholder requests a cancellation in accordance with your cancellation policy and specified time frames, you must provide the cardholder with a cancellation number and instructions to retain a record of it.

If a cardholder requests a written confirmation of the cancellation, you must provide this confirmation to the cardholder within 3 business days of such request. For the purposes of this section, a "business day" means Monday through Friday, excluding Bank holidays.

The cancellation confirmation must contain:

- the cardholder's reference that charges were placed on the card, if applicable, or a guarantee that a "no-show" charge will not be placed on the card;
- the cardholder's name as it appears on the card, if present;
- the card number, truncated as required by applicable law to you or us;
- the card expiration date, if present, unless prohibited by applicable law to you or us;
- the reservation cancellation number;
- the date of cancellation;
- the name of your employee that processed the cancellation; and
- any other pertinent information related to the reserved accommodations.

Pre-authorization for Travel & Entertainment (T&E) and restaurant merchants

If you are a business engaged in providing travel and entertainment services (for example, car rentals, hotels, motels, etc.) or a restaurant business, and engage in the practice of "pre-authorization" you must comply with the following general procedures:

- a hotel, motel, or car rental merchant may obtain an estimated authorization at the time of check-in.
- restaurants must not add an estimated tip amount to the authorization request beyond the value of the goods provided, or services rendered, plus any applicable tax.
- you must notify the cardholder of the dollar amount you intend to "Pre-Authorize".
- if the customer decides to use another form of payment (for example, cash, check, etc.) you must promptly call the Voice authorization Response Unit to delete the authorization hold. Provide the cardholder's account number, original dollar amount and date of the transaction, and the authorization code. If a new transaction takes place, a new imprinted and signed sales draft for the exact amount and a new authorization code for that amount must be obtained.
- VEHICLE RENTAL PROVIDERS MAY NOT INCLUDE POTENTIAL VEHICLE DAMAGE OR INSURANCE DEDUCTIBLES IN ANY PREAUTHORIZATIONS.
- if you receive a decline on a transaction, you must wait 24 hours before attempting to reauthorize. If you reauthorize prior to this time frame and receive an approval, you may be subject to a chargeback and a fine imposed by the payments organizations.
- hotels, motels, and car rental merchants are allowed up to a 15% variance above the amount authorized. If the final amount charged to the cardholder exceeds the original estimate by more than 15% above the preauthorization, you must authorize any additional amounts, and all incremental authorization codes must be written in the authorization area along with the date of authorization and the amount authorized.
- pre-authorization for certain establishments services, are allowed up to a 20% (instead of 15%) variance above the amount authorized. If the final amount exceeds the amount "preauthorized" by more than 20%, you must authorize the additional amount. Estimating the authorization amount to include a tip is prohibited. The authorization request must include only the amount associated with the bill presented to your customer.
- you must obtain an authorization for the initial estimated charges and then monitor the charges to ensure that the actual charges made do not exceed the estimated charges. If the actual charges exceed the amount of the initial estimated authorization (and any subsequent estimated authorizations), then you must secure a positive authorization for the additional amount. Subsequent authorizations must only be for the additional amount of total charges, and must not include any amounts already authorized.
- the estimated amount of any pre-authorization for lodging accommodations must be based on (i) the intended length of stay; (ii) the room rate; (iii) applicable taxes and service charges; and (iv) other miscellaneous charges as dictated by experience.
- if an authorization request is declined, no charges occurring after that date will be accepted for that cardholder.
- you do not need to obtain a final authorization if the total sum of charges (the final amount) does not exceed 20% of the previously authorized charges. You must record the dates, authorized amounts, and their respective authorization approval codes on the sales draft(s).

Merchants operating vending machines

For MasterCard, if you are operating vending machines under MCC 5499 (Miscellaneous Food Stores-Convenience Stores, Markets, Specialty Stores), you need not provide a receipt at the time a transaction is conducted. However, if a vending machine cannot provide a printed receipt, you must disclose and post instructions advising cardholders how a receipt may be obtained.

Telecommunication service providers

You must contact Customer Service for approval and further instructions, rules and requirements before conducting telecommunication transactions.

Telecommunication card sales occur when a telephone service provider is paid directly using a card for individual local or long-distance telephone calls, with the exception that prepaid telephone service cards are not and do not give rise to telecommunication card sales.

The petroleum industry

For Visa, MasterCard, STAR, American Express, Discover, and PayPal transactions, merchants operating in the petroleum industry that conduct card sales at Automated Fuel Dispensers (AFDs), may submit an authorization request for \$1 to verify the validity of the card presented. Under such circumstances, you must submit an authorization advice

message for the actual amount of the card sale within 60 minutes of completion of fuel delivery regardless of whether you previously received a partial authorization response or a positive authorization response for any other amount. If you do not complete the card sale following receipt of an approved authorization response for any amount, a request to cancel the authorization request must be submitted within 60 minutes of the completion of fuel delivery.

APPENDICES

APPENDIX I ADDITIONAL PROVISIONS FOR WEX AND VOYAGER

WEX cards

If you participate in the WEX Full Service Program, the following terms and conditions will apply:

DO'S

- do provide, at your own expense, all equipment necessary to permit the electronic acceptance of the WEX cards, including the operation and maintenance of the equipment, telecommunication link, and provision of all networking services.
- do include in any request for authorization the following information:
 - WEX cardholder account number,
 - vehicle number,
 - card expiration date,
 - driver identification number,
 - the amount of the transaction,
 - the date and time of the transaction,
 - the quantity of goods sold, unit price, and product code (the "authorization Request Data"),
 - an authorization number or other approval code from WEX for all manual WEX card sales (in other words, sales facilitated by a card imprinter).
- do ensure that the product detail of each transaction is accurate including:
 - the type of goods sold,
 - quantity of goods sold,
 - unit price/price per gallon (if applicable),
 - taxes, and
 - any coupons presented.
- do ensure that the product detail outlined equals the total amount of the sale when calculated (in other words, product quantity x unit price must equal the product amount. The sum of all product amounts including taxes minus any coupons must equal the total transaction amount).
- do complete a WEX card sale only upon the receipt of an authorization approval message.
- do provide a copy of the receipt for a WEX card sales, upon the request of the cardholder, to the extent permitted by applicable law. The receipt must not include the full account number or driver identification number.
- do require the cardholder to sign a receipt when a WEX card sale is not completed by an island card reader.
- do take all commercially reasonable efforts to protect manual WEX card sales data from fraud or misuse.
- do securely maintain a record of all WEX card sales (including the authorization request data) for a period of one year. You must produce such records upon the reasonable request of WEX.
- do notify us of any errors contained in a settlement report within 45 days of receipt of such report. We will not accept reprocessing requests for WEX transactions older than 90 days.
- do allow WEX to audit records, upon reasonable advance notice, related to the WEX Full Service.
- do retransmit WEX card sales data when reasonably requested to do so.

DON'TS

- Don't submit a WEX card sale for processing unless a WEX card is presented at the time of the sale.
- Don't accept a WEX card if an expired card / decline message is received.
- Don't submit a WEX card sale for processing until the goods have been delivered or services performed.
- Don't accept a WEX card if it appears to be invalid or expired or there is reasonable belief that the WEX card is counterfeit or stolen.
- Don't divide the price of goods and services purchased in a single WEX card sale among two or more sales receipts.
- Don't permit a WEX card sale when only partial payment is made by use of the WEX card and the balance is paid with another bank card.
- Don't remove fuel tax at the point of sale is not permitted. For all payment system product codes that are taxable, the transaction dollar amount and price per gallon (PPG) must

contain the sum of the fuel cost and PPG inclusive of all applicable Federal, State, County, Local and other fuel taxes.

You acknowledge and agree that your sole remedies with respect to the WEX Full Acquiring services will be against us and not WEX, except to the extent that WEX knows of any fraud related to the WEX cards and fails to provide notice of such fraud or WEX commits fraud in respect to the WEX Full Acquiring Services.

Voyager cards

- You must check Fleet Cards for any printed restrictions at the point of sale.
- You must establish a fair policy for the exchange and return of merchandise.
- You must promptly submit credits to us for any returns that are to be credited to a Voyager cardholder's account.
- You must not give any cash refunds to any Voyager card holder in connection with a sale, unless required by law.

In addition to the information set out in Section 11 (Sales Drafts), you must include the following information on a single page document constituting the sales draft for Voyager transactions:

- all authorization request data for Voyager card sales must include the following:
 - Voyager cardholder account number,
 - card expiration date,
 - driver identification number; and
 - the amount of the transaction, date and time of the transaction,
 - quantity of goods sold, unit price, and product code (the "Authorization Request Data").
- all manual Voyager card sales (in other words, sales facilitated by a card imprinter) must include:
 - the Authorization Request Data,
 - an authorization number or other approval code from Voyager,
 - the type of goods sold, quantity of goods sold, unit price/price per gallon (if applicable), taxes, and
 - any coupons presented within the product.
- the product detail outlined must equal the total amount of the sale when calculated, in other words:
 - product quantity x unit price must equal product amount.
 - the sum of all product amounts including taxes minus any coupons must equal the total transaction amount.

You must not remove fuel tax at the point of sale. For all payment system product codes that are taxable, transaction dollar amount and price per gallon (PPG) must contain the sum of the fuel cost and PPG inclusive of all applicable Federal, State, County, Local and other fuel taxes.

If there is an increase of 15% or more compared to the previous month in the number of Voyager transaction authorization calls that are not due to our or Voyager system outages, we may, at our discretion, deduct telephone charges from the settlement of your Voyager transactions. Fees will not exceed \$0.25 per call.

Settlement of Voyager transactions will generally occur by the fourth banking day after we process the applicable card transactions. We will reimburse you for the dollar amount of sales you submit for a given day, reduced by the amount of chargebacks, tax exemptions, discounts, credits, and the fees set out in the Agreement. You must notify us of any errors contained with the settlement reports within 30 calendar days of receipt of such report. Neither we nor Voyager will be required to reimburse you for sales submitted more than 60 calendar days from the date of purchase.

For daily transmission of sales data, you must securely maintain true and complete records for a period of not less than 36 months from the date of the generation of the data. You may store records on electronic media, if secure. You are responsible for the expense of retaining sales data records and sales drafts.

APPENDIX 2 ADDITIONAL PROVISIONS FOR AMERICAN EXPRESS TRANSACTIONS

For merchants participating in the American Express OptBlue® Program, you should review the operating guide made available to you at www.americanexpress.com/merchantopguide.

Treatment of the American Express marks

Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, you must indicate your acceptance of the American Express card and display the American Express marks (including any card application forms provided to you) as prominently and in the same manner as any other payment products.

You must not use the American Express marks in any way that injures or diminishes the goodwill associated with the mark, nor (without our prior written consent) indicate that American Express endorses your goods or services.

You must only use the American Express marks as permitted. You must cease using the American Express marks upon termination of your acceptance of American Express cards.

For additional guidelines on the use of the American Express marks, please contact Customer Service.

Treatment of American Express cardholder information

Any and all cardholder information is confidential and the sole property of the card issuing bank, American Express or its affiliates. Except as otherwise specified, you must not disclose cardholder information, nor use nor store it, other than to facilitate transactions at your establishments in accordance with the terms on which you are authorized to accept American Express cards.

Authorization for Card Not Present transactions

If you process a Card Not Present transaction you must obtain the following information:

- the card number;
- the card expiration date;
- the cardholder's name as it appears on the card;
- the cardholder's billing address; and
- the delivery address if different from the billing address. In addition, for Internet transactions you must:
 - use any separate merchant identification numbers (Seller ID) established for your Internet orders in all of your requests for authorization and Submission of charges;
 - provide us with at least one (1) month's prior written notice of any change in your Internet address; and
 - comply with any additional requirements that American Express provides from time to time.

American Express has the right to chargeback for any Card Not Present transaction that the cardholder denies making or authorizing. However, American Express will not chargeback for any Card Not Present transaction based solely upon a claim by a cardholder that he or she did not receive the disputed goods if you have:

- verified the address to which the goods were shipped was the cardholder's full billing address; and
- provided proof of delivery signed by the cardholder or an authorized signer of the card indicating the delivery of the goods or services to the cardholder's full billing address.

American Express will not be liable for actual or alleged fraudulent transactions over the Internet and will have the right to chargeback for those charges.

If a disputed transaction arises involving a card not present transaction that is an Internet electronic delivery transaction, American Express may exercise a chargeback for the full amount of the transaction and place you in any of its chargeback programs.

Charge records (also known as 'sales drafts')

For each transaction submitted:

- electronically - you must create an electronically reproducible charge record; and
- on paper - you must create a charge record containing all of the following required data:
 - full card number and expiration date, and if available, cardholder name;
 - the date the transaction was incurred;
 - the amount of the transaction, which must be the total price for the purchase of goods and services (plus applicable taxes and gratuities) purchased on the card;
 - the authorization approval;
 - a clear description of the goods and services purchased by the cardholder;
 - an imprint or other descriptor of your name, address, merchant identification number and, if applicable, store number;
 - the words "No Refunds" if you have a no refund policy, and your return and cancellation policies; and
 - the cardholder's signature (if a Card Present transaction), or the words "telephone order," "mail order," "Internet Order," or "signature on file," as applicable (if a Card Not Present transaction).

In the charge record (and a copy of the customer's receipt) you must:

- include your return and cancellation policies; and
- mask truncated card number digits with replacement characters such as "x," "*" or "#," and not blank spaces or numbers.

If the cardholder wants to use more than one card for payment of a purchase, you may create a separate charge record for each card used. However, if the cardholder is using a single card for payment of a purchase, you must not divide the purchase into more than one transaction, and you must not create more than one charge record.

Refunds

To issue a refund you must:

- compare the last four digits on the charge record against the card presented (when applicable);
- issue the credit in the currency in which the original transaction was submitted to us; and
- issue the credit to the card used to make the original purchase. If the credit is for the return of a gift by someone other than the cardholder who made the original purchase, you must apply your usual refund policy.

If the cardholder indicates that the card on which the purchase was originally made is no longer active or available:

- for all cards except prepaid cards - advise the cardholder that you must issue the credit to that card; and if the cardholder has questions, advise him or her to call the customer service number on the back of the card in question; and
- for prepaid cards, do apply your usual refund policy for returns.

In the credit draft delivered to the cardholder you must mask truncated card number digits with replacement characters such as "x," "*" or "#," and not blank spaces or numbers.

Your refund policy for card transactions must be at least as favorable as your refund policy for purchases made with other payment products or other payment methods.

If you issue a credit, American Express will not refund the discount or any other fees or assessments previously applied on the corresponding transaction. The discount on chargebacks will not be refunded.

Fraud mitigation tools

American Express offers fraud mitigation tools for both Card Present and Card Not Present transactions to help verify that a transaction is valid. These tools help you mitigate the risk of fraud at the point of sale, but are not a guarantee that a transaction is in fact valid or bona fide, or that you will not be subject to a chargeback. For optimal use of the tools, please visit American Express' Fraud Prevention Information at: www.americanexpress.com/fraudinfo.

Recurring transactions

For recurring transactions you must offer the cardholder the option to receive written notification for the recurring transaction(s) at least (10) ten days prior to submitting, or any time the transaction amount exceeds a maximum amount that has been set by the cardholder. You must clearly and conspicuously disclose all material terms of the option, including, if applicable, the fact that recurring billing will continue until the option is canceled by the cardholder. If the material terms of the option change after submission of the first recurring transaction, you must promptly notify the cardholder in writing of such change and obtain the cardholder's express written consent to the new terms prior to submitting another recurring transaction.

For recurring transactions you must:

- periodically verify with cardholders that their information (for example, card number, expiration date, billing address) is still accurate. This will improve the likelihood of obtaining an approval to an authorization request;
- retain evidence of consent to receive updated card account information from the card issuing bank for 24 months from the date you submit the last recurring transaction.
- ensure that your process for cancellation of recurring transactions is simple and expeditious; and
- within 24 hours of incurring the first recurring billing transaction, provide the cardholder written confirmation (for example, email or facsimile) of such transaction, including all material terms of the option and details of your cancellation/refund policy.

If your recurring transaction amounts vary, you must offer the cardholder the right to receive written notification of the amount and date of each recurring transaction:

- at least ten (10) days before submitting each transaction; or
- whenever the amount of the transaction exceeds a maximum recurring transaction amount specified by the cardholder.

For more information about processing prepaid cards:

- call the customer service number on the back of the card in question; or
- see American Express Card Organization Rules regarding "additional authorization requirements."

No Signature Program

You may participate in the No Signature Program under which you are not required to request a signature from cardholders on the transaction record provided that:

- your business is classified in an industry that accepts in-person charges, with the exception of the following categories:
 - Merchants who do not conduct in-person charges (in other words, Internet, mail order or telephone order).
 - prohibited merchants or prohibited transactions (or both) as defined in American Express Card Organization Rules regarding "risk evaluation."
 - high-risk Merchants (for example, Internet electronic services or nightclubs/lounges) as defined in American Express Card Organization Rules regarding "high risk merchants."
 - Merchants placed in our Fraud Full Recourse Program. See American Express Card Organization Rules regarding "chargeback programs".
- in relation to the transaction:
 - the transaction amount must meet the threshold established in American Express' country specific policy.
 - the transaction must include the appropriate indicator to reflect that the card and the Cardholder were present at the point of sale.
 - the transaction must include a valid approval.

Under the American Express No Signature Program, chargebacks will not be exercised for such charges based solely on your failure to obtain the cardholder's signature at the point of sale.

If a disproportionate number of disputed charges under the No Signature Program occur, you must cooperate to reduce the number of disputed charges. If such efforts fail, you may

be placed in American Express chargeback programs, or your participation in the No Signature Program may be modified or terminated.

Travelers cheques

Travelers cheques are available in various denominations and currencies. The denominations in US dollars range from \$20 to \$1000.

You must exercise caution when presented with a travelers cheque in a denomination of \$500 or greater. The higher denominated travelers cheques are rarely sold, and so more likely to be counterfeit.

To accept a travelers cheque, watch your customer countersign in the lower left corner of the travelers cheque, and compare the countersignature to the signature in the upper left corner of the travelers cheque.

- if the signature and countersignature are a reasonable match (they look alike, but may not be identical), you may accept the cheque and there is no need to obtain any identification.
- if you suspect that the countersignature may be false, or you did not watch the customer countersign, ask your customer to turn the cheque over and sign again across the left-hand side (in the same manner one typically endorses a check); then take the cheque and fold up the bottom right-hand corner so that you can compare the original signature with the new one.
- if the signatures are not the same, or you have any questions regarding the validity of the cheque, call Customer Service.
- if you suspect that the travelers cheque may be fraudulent, verify that the cheque is authentic by:
 - performing the smudge test. Turn the cheque over (non-signature side). Wipe a moistened finger across the denomination.
 - on the right side of the cheque, the ink should not smudge.
 - on the left side of the cheque, the ink should smudge.
 - obtaining online Authorization at www.americanexpress.com/verifyamextc.

You are not required to obtain authorization before accepting a travelers cheque.

High CV Merchants

You acknowledge that you will be converted from the American Express US Enhanced Acquisition Program to a direct card acceptance relationship with American Express if and when you become a 'High CV Merchant' in accordance with the American Express Card Organization Rules. As part of this acknowledgment you agree that upon conversion: (i) you will be bound by American Express' then-current agreement for card acceptance; and (ii) American Express will set pricing and other fees payable by you for card acceptance.

A "High CV Merchant" is a Program Merchant with Estimated Annual Charge Volume (ECV) of greater than (i) United States currency (USD) \$1,000,000 in the United States excluding Puerto Rico and the U.S. Virgin Islands or (ii) USD \$1,000,000 in Puerto Rico and the U.S. Virgin Islands. Where a Program Merchant Prospect has more than one Establishment, then the ECV of (i) all Establishments operated under the same tax identification number (TIN) in a region shall be aggregated or (ii) all Establishments operated under different TINs but as a unified business enterprise in a region shall be aggregated. For clarification purposes, a 'unified business enterprise' shall include Establishments that are owned, operated, or affiliated to a single business entity.

Marketing opt-outs

You agree that when providing your contact information to us that you may receive messages from American Express, including important information about American Express products, services, and resources available to your business. These messages may be sent to the mailing address, phone numbers, email addresses or fax numbers that you provide. If you provide a wireless phone number, you agree that you may be contacted at that number and the communications sent may include autodialed short message service (SMS or "text") messages or automated or pre-recorded calls. If you provide a fax number, you agree that you may be sent fax communications. American Express may otherwise use and share your information for business purposes and as permitted by applicable law. American Express uses reasonable administrative, technical and physical security measures to protect your information consistent with the sensitivity of the information.

You may opt out of newsletters or messages about products, services and resources for different forms of communications by contacting us, via inbound telephone, email, facsimile, website and any other means identified by us, or by exercising the opt-out options that may be described or offered in emails, SMS messages, faxes or other communications. If you opt out, you may still receive messages from American Express regarding services and programs designed to enhance the value of the American Express Network.

Protecting American Express Card Member Information

These merchant data security requirements apply to all of your equipment, systems, and networks on which encryption keys, cardholder data and/or sensitive authentication data are stored, processed, or transmitted.

Standards for protection of cardholder data and sensitive authentication data

You must, and you must ensure that all of your employees, agents, representatives, subcontractors, processors, service providers, providers of point-of-sale equipment or systems or payment processing solutions, and any other party to whom you may provide card member information access, will:

- store American Express cardholder data only to facilitate transactions for your acceptance of American Express cards;
- comply with the current version of the PCI DSS, no later than the effective date for implementing that version; and
- use, when deploying new or replacement PIN entry devices or payment applications (or both), only those that are PCI-approved.

You must protect all charge records and credit records retained in accordance with these data security provisions.

You must use these records only for purposes of your acceptance of American Express cards and you must safeguard the records accordingly.

Data incidents

If you discover a data incident, you must:

- notify us immediately and in no case later than 24 hours after such discovery;
- conduct a thorough forensic investigation of each data incident; this must be conducted by a PCI forensic investigator (PFI) if the data incident involves 10,000 or more unique card numbers (or otherwise at our request);
- promptly provide to us all compromised card numbers and the forensic investigation report of the data incident;
- work with us to rectify any issues arising from the data incident, including consulting with us about your communications to card members affected by the data incident and providing (and obtaining any waivers necessary to provide) to us all relevant information to verify your ability to prevent future data incidents; and
- at our request, provide validation by a qualified security assessor (QSA) that the deficiencies have been remediated.

Forensic investigation reports must:

- include forensic reviews, reports on compliance, and all other information related to the data incident;
- identify the cause of the data incident;
- confirm whether or not you were in compliance with the PCI DSS at the time of the data incident; and
- verify your ability to prevent future data incidents by providing a plan for remediating all PCI DSS deficiencies.

American Express has the right to disclose information about any data incident to card members, issuers, other participants on the American Express network, and the general public as required by applicable law, by judicial, administrative, or regulatory order, decree, subpoena, request, or other process; in order to mitigate the risk of fraud or other harm; or otherwise to the extent appropriate to operate the American Express network.

Periodic validation of your systems

You must take steps to validate under PCI DSS annually and quarterly the status of your equipment, systems and networks (and their components) on which cardholder data and sensitive authentication data are stored, processed or transmitted.

Step 1 - Enroll in a compliance program

You must submit applicable periodic validation documentation to us. Please contact us for more information regarding data security compliance requirements.

Step 2 - Determine merchant level and validation requirements

Most merchant levels are based on the volume of transactions submitted by establishments. You will fall into one of the merchant levels specified in the following table:

Merchant Level	Definition	Validation documentation	Requirement
1	2.5 million transactions or more per year; or any merchant that American Express otherwise deems a level 1 merchant	Annual on-site security assessment report and quarterly network scan	Mandatory
2	50,000 to 2.5 million transactions per year	Annual self-assessment questionnaire (SAQ) and quarterly network scan	Mandatory
3	Less than 50,000 transactions per year	Annual SAQ and quarterly network scan	Strongly recommended
3-	Less than 50,000 transactions per year and designated a level 3 merchant by American Express	Annual SAQ and quarterly network scan	Mandatory

- As designated by American Express.

American Express may require certain level 3 merchants to enroll in American Express' compliance program. Such merchants must enroll no later than ninety (90) days following receipt of such notice from us. All other level 3 merchants need not submit validation documentation, but must comply with all other provisions of these data security provisions.

The validation documentation which you must send to us is as follows:

Annual onsite security	Annual self-assessment	Quarterly network scans
<p>This is a detailed onsite examination of your equipment, systems, and networks (and their components) where cardholder data or sensitive authentication data (or both) are stored, processed, or transmitted.</p> <p>YOU MUST:</p> <ul style="list-style-type: none"> -ensure that the annual onsite security assessment is performed by (i) a QSA, or (ii) you and certified by your chief executive officer, chief financial officer, chief information security officer or principal; -submit the AOC section of the SAQ annually to us, and include copies of the full SAQ upon request; and -ensure that the AOC certifies compliance with all requirements of the PCI DSS. 	<p>This is a process using the PCI DSS self-assessment questionnaire (SAQ) that allows self-examination of your equipment, systems, and networks (and their components) where cardholder data or sensitive authentication data (or both) are stored, processed, or transmitted.</p> <p>YOU MUST:</p> <ul style="list-style-type: none"> -ensure that the SAQ is performed by you and certified by your chief executive officer, chief financial officer, chief information security officer or principal; -submit the AOC section of the SAQ annually to us, and include copies of the full SAQ upon request; and -ensure that the AOC of the SAQ certifies compliance with all requirements of the PCI DSS. 	<p>The quarterly network scan is a process that remotely tests your internet-connected computer networks and web servers for potential weaknesses and vulnerabilities.</p> <p>YOU MUST:</p> <ul style="list-style-type: none"> -ensure that the quarterly network scan is performed by an approved scanning vendor (ASV); -complete and submit the ASV scan report attestation of scan compliance (AOSC) or executive summary of findings of the scan (and copies of the full scan, on request) quarterly to us; -ensure that the AOSC or executive summary certifies that (i) the results satisfy the PCI DSS scanning procedures, (ii) no high risk issues are identified, and (iii) the scan is passing or compliant.

Step 3 - Send the validation documentation to Participant

Compliance and validation are completed at your expense. By submitting validation documentation to us, you represent and warrant to us that you are authorized to disclose the information contained in it and are providing the validation documentation without violating any other party's rights.

Merchants not compliant with PCI DSS

If you are not compliant with the PCI DSS, then you must:

- complete and submit an AOC including "Part 4. Action Plan for Non-Compliant Status" to us;
- designate a remediation date, not to exceed twelve (12) months following the date of the AOC, for achieving compliance; and
- provide us with periodic updates of your progress toward remediation under the "Action Plan for Non-Compliant Status."

Non-validation fees and termination of right to accept cards

We have the right to impose non-validation fees on you and terminate your right to accept cards if you do not fulfill these requirements or fails to provide the mandatory validation documentation to us by the applicable deadline.

We will notify you separately of the applicable deadline for each annual and quarterly reporting period. If we do not receive your mandatory validation documentation, then we have the right to terminate your right to accept cards and to impose non-validation fees on you.

Periodic validation of level EMV merchants

Your merchant level may be classified as EMV if you submit 50,000 (or more) American Express card transactions per year, of which at least 75% are made by the card member with the physical card present at a point of sale system compliant with EMV specifications and capable of processing contact and contactless transactions on a chip-enabled device.

If you are classified as merchant level EMV, you may submit the annual EMV attestation (AEA) instead of other validation documentation, in which case you must submit the AEA annually to us. Even if you fall into merchant level 1 or 2, if you are classified as merchant level EMV, you only need to submit the AEA, and not the other merchant level 1 and 2 validation documentation.

The AEA involves a process using PCI DSS requirements that allows self-examination of your equipment, systems, and networks (and their components) where cardholder data or sensitive authentication data (or both) are stored, processed or transmitted.

The AEA must:

- be performed by you;
- be certified by your chief executive officer, chief financial officer, chief information security officer, or principal; and
- certify that you meet the requirements for merchant level EMV.

DISCOVER NETWORK PROTOCOL FOR INTERNET TRANSACTIONS

Each Internet Discover Network card transaction accepted by you and submitted to us shall comply with Discover Network standards, including Discover Network standards governing the formatting, transmission and encryption of data, referred to as the “designated protocol”.

You shall accept only those Internet Discover Network card transactions that are encrypted in accordance with the designated protocol. As of the date of these procedures, the designated protocol for the encryption of data is Secure Socket Layer (SSL).

We may, at our discretion, withhold Settlement until security standards can be verified. However, the designated protocol, including any specifications with respect to data encryption, may change at any time upon 30 days advance written notice. You shall not accept any Internet Discover Network card transaction unless the transaction is sent by means of a browser that supports the designated protocol.

AUTHORIZATIONS

Card Not Present Transactions

For Discover Network Card Not Present transactions, you must also verify the name and billing address of the Discover Network cardholder using the Address Verification System (AVS).

Discover Network procedure for request for cancellation of authorization

If a Discover Network or PayPal card sale is canceled or the amount of the transaction changes following your receipt of authorization for the sale, you must process an authorization reversal via your POS Device or, for voice-approved authorizations, call your Authorization Center directly and request a cancellation of the authorization. An authorization may be canceled at any time within 10 days of your receipt of the authorization, but must be canceled before the sales data relating to the transaction is submitted to us, after which the authorization cannot be changed. For an authorization cancellation, you must provide us with the following information, in this order:

- the Discover Network Merchant Number used in the authorization;
- the card number;
- the original amount of the authorization being canceled;
- the new amount of the total transaction (if any);
- the original authorization code for the authorization being canceled;
- the expiration date of the card; and
- a brief reason for the authorization cancellation.

Discover Network Cash Over Transactions

Cash over transactions are only available for Discover Network.

You may issue cash over in connection with a Discover Network card sale, provided that you comply with the terms on which you are authorized to accept cards, including the following requirements:

- you must deliver to us a single authorization request for the aggregate total of the goods/ services purchase amount and the cash over amount of the card sale. You may not submit separate authorization requests for the purchase amount and the cash over amount;
- the sales draft must include both the purchase amount and the cash over amount, and you may not use separate sales drafts for the purchase amount and cash over amount;
- cash over may only be offered with a Card Present card sale that includes a purchase of goods or services by the cardholder. You must not issue cash over as a stand-alone transaction. If you offer cash over, you may require the total amount of a card sale with a credit product, including cash over, to meet a minimum transaction amount of up to \$10. You must not assess or charge fees of any type or amount, including any surcharges, on cash over transactions. You must not include in cash over transactions any of the fees or charges applicable to cash advances;
- cash over may not be dispensed in connection with credits, cash advances, or any card sale for which you are unable to electronically capture Track Data using the POS device; and
- the maximum amount of cash that you may issue as cash over is \$100.

Cash over may not be available in certain markets. Contact us for further information.

PAYPAL DOES NOT PERMIT THE FOLLOWING TRANSACTION TYPES:

PayPal does not permit internet (ecommerce), mail order, manually key-entered, cash type transactions (including, cash over, cash advance or quasi cash transactions), or international/non-U.S. currency transactions. Contact us for further information related to these transaction types.

AUTHORIZATIONS

PayPal procedure for request for cancellation of authorization

If a PayPal card sale is canceled or the amount of the transaction changes following your receipt of authorization for the sale, you must process an authorization reversal via your POS Device.

PayPal Sublicense to Use PayPal Marks.

You are prohibited from using the PayPal Marks, as defined below, other than as expressly authorized in writing by us. “PayPal Marks” means the brands, emblems, trademarks, or logos that identify PayPal acceptance. You may use the PayPal Marks only to promote PayPal products, offers, services, processing and acceptance. Your use of the PayPal Marks is restricted to the display of decals, signage, advertising, and marketing materials provided or approved by PayPal in writing pursuant to the process set forth in the PayPal Card Organization Rules. You are not permitted to use the PayPal Marks in such a way that PayPal Account Holders could believe that the products or services offered by you are sponsored or guaranteed by the owners of the PayPal Marks. You recognize that you have no ownership rights in the PayPal Marks.

You are not permitted to assign to any third party any of the rights to use the PayPal Marks. You are prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

PART II

B. CARD GENERAL TERMS

In addition to the preceding Your Payments Acceptance Guide, our Agreement with you includes the following General Terms. If you fail to follow any of the provisions of the Your Payments Acceptance Guide Procedures or General Terms, you may incur certain liabilities and we may terminate our Agreement.

21. Services

Subject to Card Organization Rules, Services may be performed by us, our Affiliates, our agents, or other third parties we may designate from time to time in connection with this Agreement.

22. Your Payments Acceptance Guide; Card Organization Rules and Compliance

You agree to follow all requirements of this Agreement in connection with each Card transaction and to comply with all applicable Card Organization Rules, including without limitation, the data security requirements described in Part I, Section 5. From time to time, we may amend the General Terms, by providing you with at least 20 days' prior written notice, and those provisions will be deemed incorporated into this Agreement. However, for changes in the Card Organization Rules or for security reasons, certain changes in Card procedures may become effective on shorter notice. If there are any inconsistencies between the General Terms and Your Payments Acceptance Guide, the General Terms will govern. You are responsible for staying apprised of all applicable changes to the Card Organization Rules and maintaining compliance with the Card Organization Rules. Card Organization Rules may be available on web sites such as

<http://usa.visa.com/merchants/merchant-support/international-operating-regulations.jsp> and <http://www.mastercard.com/us/merchant/support/rules.html>.

These links may change from time to time.

23. Settlement of Card Transactions

23.1. We will only be required to settle Card transactions for Card types specified in your Application. Promptly after presentment of Sales Drafts pursuant to Your Payments Acceptance Guide, we will initiate a transfer of the applicable settlement funds to you.

23.2. Unless otherwise agreed to in writing to the contrary, all discount fees are deducted daily. All settlements for Visa, MasterCard, Discover Network, PayPal and American Express Card transactions will be net of Credits, Summary Adjustments, applicable discount fees when due, Chargebacks and any other amounts then due from you. We may also set off from any payments otherwise due, any amounts owed to any of our respective Affiliates, whether or not arising out of or related to this Agreement.

23.3. All credits to your Settlement Account or other payments to you are provisional and are subject to, among other things, our right to deduct our fees, our final audit, Chargebacks (including our related losses), and fees, fines and any other charge imposed on us by the Card Organizations as a result of your acts or omissions. You agree that we may debit or credit your Settlement Account for any deficiencies, overages, fees, pending Chargebacks and any other amounts owed to us or any of our respective Affiliates, or we may deduct such amounts from settlement funds or other amounts due to you from us, or our respective Affiliates. You further agree we can offset any amounts owed to us or our Affiliates related to activity in other accounts maintained in the name of or guaranteed by you, any of your principals, guarantors or authorized signors. Alternatively, we may elect to invoice you for any such amounts, net due 30 days after the invoice date or on such earlier date as may be specified.

23.4. We will not be liable for any delays in receipt of funds or errors in debit and credit entries caused by you or any Person.

23.5. In addition to any other remedies available to us under this Agreement, you agree that should any Event of Default (see Section 30.4) occur, we may, with or without notice, change processing or payment terms and/or suspend credits or other payments of any and all funds, money and amounts now due or hereafter to become due to you pursuant to the terms of this Agreement, until we have had reasonable opportunity to investigate such event.

23.6. You acknowledge and agree that transfers to and from the Settlement Account shall be based on the account number and routing number supplied by you. We are not responsible for detecting errors in any Settlement Account information you provide, including the account numbers and routing numbers, even if any of those numbers do not correspond to the actual account or financial institution identified by name.

23.7. This Agreement is a contract whereby we are extending financial accommodations to you within the meaning of Section 365(c) of the U.S. bankruptcy code. Your right to receive any amounts due or to become due from us is expressly subject and subordinate to Chargeback, setoff, lien, security interest and our rights to withhold settlement funds under this Agreement, without regard to whether such Chargeback, setoff, lien, security interest and the withholding of settlement funds rights are being applied to claims that are liquidated, unliquidated, fixed, contingent, matured or unmatured.

24. Exclusivity

During the term of this Agreement, you shall use us as your exclusive provider of all Services.

25. Fees; Adjustments; Collection of Amounts Due

25.1. In consideration of the Services provided by us, you shall be charged, and hereby agree to pay us any and all fees set forth in this Agreement (for the purposes of clarity, this includes the Application and any additional pricing supplements or subsequent communications), all of which shall be calculated and payable pursuant to the terms of this Agreement and any additional pricing supplements or subsequent communications.

If a transaction fails to qualify for your anticipated interchange levels or you inadvertently or intentionally accept a transaction other than the type anticipated for your account (including a different Card type), then, as applicable to your pricing method, you will be charged a higher interchange, Discount Rate or Non-Qualified Interchange Fee, as well as any applicable surcharge for that transaction, all as further described in Section A.3 of Part IV of this Agreement and in the Application. With respect to inadvertent or intentional acceptance of a transaction other than the type anticipated for your account (including a different Card type), you will also be subject to payment to us of our then-current transaction fee(s) with respect to such Card and/or transaction and be liable, obligated and responsible under this Agreement for any such transaction to the same extent as you would be if it was of a Card type elected and approved.

For more information on Visa's and MasterCard's interchange rates, please go to www.visa.com and www.mastercard.com.

25.2. All authorization fees will be charged for each transaction that you attempt to authorize. All capture fees will be charged for each transaction that you transmit to us for settlement. If you are being billed a combined fee for both the authorization and capture of a transaction, the authorization and capture must be submitted as a single transaction, otherwise the authorization and the capture will each be charged separately. You are responsible for utilizing software or services that will correctly submit these transactions to achieve the combined billing.

25.3. The fees for Services set forth in this Agreement are based upon assumptions associated with the anticipated annual volume and average transaction size for all Services as set forth in this Agreement and your method of doing business. If the actual volume or average transaction size are not as expected or if you significantly alter your method of doing business, we may adjust your discount fee and transaction fees without prior notice.

25.4. The fees for Services set forth in this Agreement may be adjusted to reflect increases, or new fees imposed by Card Organizations, including without limitation, interchange, assessments and other Card Organization fees, or to pass through increases or new fees charged to us by other Persons related to the Services. All such adjustments shall be your responsibility to pay and shall become effective upon the date any such change or addition is implemented by the applicable Card Organization or other Person as specified in our notice to you.

25.5. Subject to Section 30.3, we may also increase our fees or add new fees for Services for any reason at any time, by notifying you thirty (30) days' prior to the effective date of any such change or addition.

25.6. If you receive settlement funds by wire transfer, we may charge a wire transfer fee per wire.

25.7. To the extent the Automated Clearing House ("ACH") settlement process is used to effect debits or credits to your Settlement Account, you agree to be bound by the terms of the operating rules of the National Automated Clearing House Association, as in effect from time to time. You hereby authorize us to initiate credit and debit entries and adjustments to your account through the ACH network and/or through direct instructions to the financial institution where your Settlement Account is maintained for amounts due under this Agreement and under any agreements with us or our respective Affiliates for any products or services, as well as for any credit entries in error. You hereby authorize the financial institution where your Settlement Account is maintained to effect all such debits and credits to your account. This authority will remain in full force and effect until we have given written notice to the financial institution where your Settlement Account is maintained that all monies due under this Agreement and under any other agreements with us or our respective Affiliates for any products or services have been paid in full. You are solely responsible to inform us in writing if you want any fees or other adjustments to be debited from an account other than your Settlement Account.

25.8. You agree to pay any fines imposed on us by any Card Organization resulting from Chargebacks and all fees, fines and other charges imposed on us by a Card Organization with respect to your acts or omissions. You are also responsible for all fees, fines, and other charges imposed on us as a result of acts or omissions by your agents or third parties.

25.9. If your Chargeback percentage for any line of business exceeds the estimated industry Chargeback percentage, you shall, in addition to the Chargeback fees and any applicable Chargeback handling fees or fines, pay us an excessive Chargeback fee for all Chargebacks occurring in such month in such line(s) of business. Each estimated industry Chargeback percentage is subject to change from time to time by us in order to reflect changes in the industry Chargeback percentages reported by Visa, MasterCard, American Express, Discover Network, or PayPal. Your Chargeback Percentage will be calculated as the larger of (a) the total Visa, MasterCard, American Express, Discover Network and PayPal Chargeback items in any line of business in any calendar month divided by the number of Visa, MasterCard, American Express, Discover Network and PayPal transactions in that line of business submitted that month, or (b) the total dollar amount of Visa, MasterCard, American

Express, Discover Network and PayPal Chargebacks in any line of business received in any calendar month divided by the total dollar amount of your Visa, MasterCard, American Express, Discover Network and PayPal transactions in that line of business submitted in that month.

25.10. You agree to promptly and carefully review your merchants statements or other documents provided or made available to you (physically, electronically or otherwise provided by Us or others) reflecting Card transaction activity, including, activity in your Settlement Account. If you believe any adjustments should be made with respect to your Settlement Account, you must notify us in writing within sixty (60) days after any debit or credit is or should have been effected or such shorter period as provided in the terms and conditions that govern such account. If you notify us after sixty (60) days, we shall have no obligation to investigate or effect any adjustments. Any voluntary efforts by us to assist you in investigating such matters shall not create any obligation to continue such investigation or any future investigation.

25.11. If you do not pay us all fees and any other amounts due under this Agreement within thirty (30) days of the date of our merchant statement or other statement setting forth the amount due, then we may, in our sole discretion, charge you interest, for such time that the amount and all accrued interest remain outstanding at the lesser of (i) 12% APR, or (ii) the maximum rate permitted by applicable law.

25.12. Other Debits. We may also debit your Settlement Account or your settlement funds in the event we are required to pay Card Organization fees, charges, fines, penalties or other assessments as a consequence of your sales activities. Such debits shall not be subject to any limitations of time specified elsewhere in the Agreement, including, without limitation the following, which we may add to or delete from this list as changes occur in the Card Organization Rules or our Your Payments Acceptance Guide pursuant to Section 22:

- Card Organization fees, charges, fines, penalties, registration fees, or other assessments including any fees levied against us or any amount for which you are obligated to indemnify us.
- Currency conversion was incorrectly calculated.

NOTE: For Discover Network transactions, you are not permitted to convert from your local Discover Network approved currency into another currency, nor may you quote the price of a transaction in U.S. Dollars if completed in another approved currency.

- Discount Rate not previously charged.
- Reversal of deposit posted to your account in error.
- Debit for Summary Adjustment not previously posted.
- Reversal of Credit for deposit previously posted.
- Debit for Chargeback never posted to your account.
- Debit for EDC Batch error fee.
- Card Organization Merchant Chargeback/fraud monitoring fees – excessive Chargeback handling fees.
- Failure of transaction to meet Member Controller Authorization Service (“MCAS”) – Cardholder account number on exception file.
- Original transaction currency (foreign) not provided.
- Travel Voucher exceeds maximum value.
- Debit and/or fee for investigation and/or Chargeback costs related to this Agreement, or for costs related to our collection activities in an amount no less than \$100.00.
- Costs arising from replacement or damage to equipment rented.
- Payment of current or past due amounts for any equipment purchase, rental or lease.
- Incorrect merchant descriptor (name and/or city, state) submitted.
- Incorrect transaction date submitted.
- Shipping and handling fees.
- Costs or expenses associated with responding to any subpoena, garnishment, levy or other legal process associated with your account in an amount no less than \$150.00.

26. Chargebacks

26.1. You shall be responsible for reimbursing us for all transactions you submit that are charged back. See Your Payments Acceptance Guide for additional information regarding Chargebacks and Chargeback procedures.

26.2. You shall reimburse us for any Chargebacks, return items, or other losses resulting from your failure to produce a Card transaction record requested by us within the applicable time limits.

27. Representations; Warranties; Covenants; Limitations on Liability; Exclusion of Consequential Damages

27.1. Without limiting any other warranties hereunder, you represent, warrant to and covenant with, us, and with the submission of each Sales Draft reaffirm, the following representations, warranties and/or covenants:

27.1.1. each Card transaction is genuine and arises from a bona fide transaction permissible under the Card Organization Rules by the Cardholder directly with you, represents a valid obligation for the amount shown on the Sales Draft, preauthorized order, or Credit Draft, and does not involve the use of a Card for any other purpose;

27.1.2. each Card transaction represents an obligation of the related Cardholder for the amount of the Card transaction;

27.1.3. the amount charged for each Card transaction is not subject to any dispute, setoff or counterclaim;

27.1.4. each Card transaction amount is only for respective merchandise or services (including taxes, but without any surcharge) sold, leased or rented by you pursuant to your business as indicated on the application and, except for any delayed delivery or advance deposit Card transactions expressly authorized by this Agreement, that merchandise or service was actually delivered to or performed for the Cardholder entering into that Card transaction simultaneously upon your accepting and submitting that Card transaction for processing;

27.1.5. with respect to each Card transaction, you have no knowledge or notice of any fact, circumstance or defense which would indicate that such Card transaction is fraudulent or not authorized by the related Cardholder or which would otherwise impair the validity or collectability of that Cardholder's obligation arising from that Card transaction or relieve that Cardholder from liability with respect thereto;

27.1.6. each Card transaction is made in accordance with these General Terms, Card Organization Rules and Your Payments Acceptance Guide;

27.1.7. each Sales Draft is free of any alternation not authorized by the related Cardholder;

27.1.8. you have completed one Card transaction per sale; or one Card transaction per shipment of goods for which the Cardholder has agreed to partial shipments;

27.1.9. you are validly existing, in good standing and free to enter into this Agreement;

27.1.10. each statement made on the Application or other information provided to us in support of this Agreement is true and correct;

27.1.11. you are not doing business under a name or style not previously disclosed to us;

27.1.12. you have not changed the nature of your business, Card acceptance practices, delivery methods, return policies, or types of products or services sold requiring a different MCC under Card Organization Rules, in a way not previously disclosed to us;

27.1.13. you will use the Services only for your own proper business purposes and will not resell, directly or indirectly, any part of the Services to any Person; (**NOTE:** Factoring is prohibited.)

27.1.14. you have not filed a bankruptcy petition not previously disclosed to us;

27.1.15. you own and control the Settlement Account, and no third party security interest or lien of any type exists regarding the Settlement Account or any Card transaction.

27.1.16. you will not at any time during the term of this Agreement, or until all amounts due under this Agreement have been paid in full, grant or pledge any security interest or lien in the Reserve Account, Settlement Account or transaction proceeds to any Person without our consent;

27.2. THIS AGREEMENT IS A SERVICE AGREEMENT. WE DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY SERVICES OR ANY GOODS PROVIDED BY A THIRD PARTY.

27.3. IN NO EVENT SHALL WE OR OUR AFFILIATES OR ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT ACKNOWLEDGES AND AGREES THAT PAYMENT OF ANY EARLY TERMINATION FEE OR LIQUIDATED DAMAGES AS PROVIDED ELSEWHERE IN THIS AGREEMENT SHALL NOT BE PROHIBITED BY THIS PARAGRAPH.

27.4. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY (INCLUDING BUT NOT LIMITED TO SECTIONS 33 or 28.5), OUR CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT), REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, SHALL NOT EXCEED, (I) \$50,000; OR (II) THE AMOUNT OF FEES RECEIVED BY US PURSUANT TO THIS AGREEMENT FOR SERVICES PERFORMED IN THE IMMEDIATELY PRECEDING 12 MONTHS, WHICHEVER IS LESS.

27.5. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY (INCLUDING BUT NOT LIMITED TO SECTION 30), OUR LIABILITY FOR ANY DELAY IN FUNDING TRANSACTIONS TO YOU FOR ANY REASON, OTHER THAN FOR ANY REASON DESCRIBED IN SECTIONS 23.4 AND 23.6, WILL BE LIMITED TO INTEREST COMPUTED FROM THE DATE THAT YOU SUBMIT THE TRANSACTION TO THE DATE THAT WE FUND THE TRANSACTION AT THE RATE OF THE FEDERAL FUNDS AS SET BY THE FEDERAL RESERVE BANK OF NEW YORK, NEW YORK, FROM TIME TO TIME, LESS ONE PERCENT (1%).

27.6. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, BANK IS NOT RESPONSIBLE, AND SHALL HAVE NO LIABILITY, TO YOU IN ANY WAY WITH RESPECT TO NON-BANK SERVICES.

28. Confidentiality

28.1. Unless you obtain written consents from us and each applicable Card Organization, Issuer and Cardholder, you must not use, disclose, store, sell or disseminate any Cardholder information obtained in connection with a Card transaction (including the names, addresses and Card account numbers of Cardholders) except for purposes of authorizing, completing and settling Card transactions and resolving any Chargebacks, Retrieval Requests or similar issues involving Card transactions, other than pursuant to a court or governmental agency request, subpoena or order. You shall use proper controls for and limit access to, and render unreadable prior to discarding, all records containing Cardholder account numbers and Card imprints. You may not retain or store Magnetic Stripe data or Card Validation Codes after a transaction has been authorized. If you store any electronically captured signature of a Cardholder, you may not reproduce such signature except upon our specific request.

28.2. You acknowledge that you will not obtain ownership rights in any information relating to and derived from Card transactions. Cardholder account numbers, personal information and other Card transaction information, including any databases containing such information, may not be sold or disclosed to a Person as an asset upon a bankruptcy, insolvency or failure of Client's business. Upon a bankruptcy, insolvency or failure of Client's business, all Card transaction information must be returned to Servicers or acceptable proof of the destruction of all Card transaction information must be provided to Servicers.

28.3. You will treat this Agreement, the Card Organization Rules and any information supplied or otherwise made accessible by us or our agents as confidential, including without limitation, (i) information about the products, services, operations, procedures, customers, suppliers, sales, pricing, business plans and marketing strategies of Servicers, their respective Affiliates and the customers, clients and suppliers of any of them; (ii) any scientific or technical information, design, process, procedure, formula, or improvement that is commercially valuable and secret in the sense that its confidentiality affords Servicers a competitive advantage over its competitors; and (iii) all confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, databases, inventions, know-how, show-how and trade secrets, whether or not patentable or copyrightable and will not disclose the same to any third parties, provided, however, that these restrictions do not apply to information: (a) rightfully obtained on a non-confidential basis from a Person and your agents and representatives, which Person was not subject to a duty of confidentiality, (b) rightfully and independently known by you on a non-confidential basis prior to its disclosure or (c) generally available to the public other than through any disclosure by or fault of you, your agents or representatives.

28.3.1. Our confidential information shall be used by you only to exercise your rights and to perform your obligations hereunder. Client shall receive our confidential information in confidence and not disclose the confidential information to any third party, except as may be agreed upon in writing by us. Client shall safeguard all of our confidential information using a reasonable degree of care, but not less than that degree of care used by it in safeguarding its own similar information or material. Upon request by us or upon termination of this Agreement, Client shall return to us or destroy all of our confidential information in its possession or control.

28.3.2. The obligations of confidentiality and restrictions on use in this Section shall not apply to any confidential information that: (i) was in the public domain prior to the date of the Agreement or subsequently came into the public domain through no fault of Client; (ii) was received from a third party free of any obligation of confidence of Client to the third party and which third party, to Client's knowledge, was not under an obligation to keep the information confidential; (iii) was already in Client's possession prior to receipt from us; (iv) is required to be disclosed by law, regulation or court order after giving us as much advance notice as practical of the possibility of disclosure; or (v) is subsequently and independently developed by Client's employees, consultants or agents without use of or reference to our confidential information.

28.3.3. Except as specifically provided for herein, this Section does not confer any right, license, interest or title in, to or under our confidential information to Client. Except as specifically provided for herein, no license is hereby granted to Client under any patent, trademark, copyright, trade secret or other proprietary rights of ours.

28.3.4. Client acknowledges that breach of the restrictions on use or disclosure of any our confidential information would result in immediate and irreparable harm to us, and money damages would be inadequate to compensate for that harm. We shall be entitled to equitable relief, in addition to all other available remedies, to redress any breach.

28.4. We may use data collected as part of performing payment processing or other transaction-related services for you ("Transaction Data") for the purpose of providing additional products and services to you, other merchants, or third parties. This includes collecting, using, and de-identifying cardholder information, dates, amounts, and other Transaction Data to provide you with analytic products and services as well as collecting and using Transaction Data anonymized and aggregated with other merchants' transaction data to provide you, other merchants, and third parties with analytic products and services.

28.5. You shall not assign to any Person, the rights to use the Marks of Servicers, our agents or the Card Organizations.

28.6. All rights, title, and interest in and to all intellectual property related to the Services (including without limitation, the content of any materials, web screens, layouts, processing techniques, procedures, algorithms, and methods), owned, developed or licensed by us prior to, during the term of, or after the Agreement, or employed by us in connection with the Services and any updates, changes, alterations, or modifications to or derivative works from such intellectual property, shall be and remain, as among the Parties, our exclusive property.

28.7. Client agrees that we may obtain relevant information from any applicable telecommunications provider utilized by Client, as necessary to investigate any allegation of fraud, suspected fraud or other actual or alleged wrongful act by Client in connection with the Services.

29. Assignments

29.1. Any transfer or assignment of this Agreement by you, without our prior written consent, by operation of law or otherwise, is voidable by us. Any transfer of voting control of you or your parent shall be considered an assignment or transfer of this Agreement. Furthermore, you shall indemnify and hold us harmless from all liabilities, Chargebacks, expenses, costs, fees and fines arising from such transferee's or assignee's Submission of Card transactions to us for processing. For purposes of this Section 29, any transfer of voting control shall be considered an assignment or transfer of this Agreement.

29.2. The payment Services provided by us require access to a single bank account in which we may initiate both credits and debits. You may not enter into any agreement that would require, in any circumstance or event, the transfer of any payments or proceeds from Card transactions covered by this Agreement to the custody or control of any Person. You may not assign any rights, including the right of payment under this Agreement, to any other person. In the event that you make an assignment (or provide a security interest) of receivables covered by this Agreement, then we may, at our option, elect to (a) refuse to acknowledge such assignment unless accompanied by an Authorization to both initiate debits or credits to the bank account of the assignee, (b) terminate this Agreement immediately, or (c) charge for any transfers that we are called upon to make manually to fulfill such an assignment at the rate of \$100 per transfer.

29.3. Another Visa and MasterCard member may be substituted for Bank under whose sponsorship this Agreement is performed with respect to Visa and MasterCard transactions. Upon substitution, such other Visa and MasterCard member shall be responsible for all obligations required of Bank for Visa and MasterCard transactions, including without limitation, full responsibility for its Card program and such other obligations as may be expressly required by applicable Card Organization Rules.

Subject to Card Organization Rules, we may assign or transfer this Agreement and our rights, duties and obligations hereunder and/or may delegate or subcontract our rights, duties and obligations hereunder, in whole or in part, to any Person, whether in connection with a change in sponsorship, as set forth in the preceding paragraph, or otherwise, without notice to you or your consent.

29.4. Except as set forth elsewhere in this Section and as provided in the following sentence, this Agreement shall be binding upon successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, or other person charged with taking custody of a party's assets or business, shall have any right to continue, assume or assign this Agreement.

30. Term; Events of Default

30.1. This Agreement shall become effective upon the date this Agreement is approved by our Credit Department. You acknowledge that our Credit Department maintains a list of business types that are unqualified for our Services. We reserve the right to immediately terminate your account if it has been inadvertently boarded notwithstanding such Credit policies.

30.2. The initial term of this Agreement shall commence and shall continue in force for five years after it becomes effective. Thereafter, it shall continue until we or you terminate this Agreement upon written notice to the other, or as otherwise authorized by this Agreement. Should you fail to notify us in writing of your request to terminate you acknowledge and agree you will continue to be charged fees pursuant to this Agreement notwithstanding non-use of your account. If you have an equipment lease, termination of the Agreement will not terminate your lease or change any of your obligations under that lease (including your obligation to make monthly lease payments).

30.3. Notwithstanding the above or any other provisions of this Agreement, we may terminate this Agreement at any time and for any reason by providing 30 days' advance notice to you. We may terminate this Agreement immediately or with shorter notice upon an Event of Default as provided under Section 30.4 of this Agreement. In the event we provide notice to you of any new fees or increases in existing fees for Services, pursuant to Section 25.5, you may terminate this Agreement without further cause or penalty by notifying us that you are terminating this Agreement prior to the effective date of such new fees or increases. However, maintaining your merchant account, or your continued use of the Services after the effective date of any such fee changes shall be deemed your acceptance of such fee changes for the Services, throughout the term of this Agreement.

30.4. If any of the following events shall occur (each an "Event of Default"):

30.4.1. a material adverse change in your business, financial condition, or business prospects; or

30.4.2. any assignment or transfer of voting control of you or your parent; or

30.4.3. a sale of all or a substantial portion of your assets; or

30.4.4. irregular Card sales by you, excessive Chargebacks, noncompliance with any applicable data security standards, as determined by Servicers, or any Card Organization, or any other Person, or an actual or suspected data security breach, or any other circumstances which, in our sole discretion, may increase our exposure for your Chargebacks or otherwise present a financial or security risk to us; or

30.4.5. any of your representations, warranties or covenants in this Agreement are breached in any respect; or

30.4.6. you default in any material respect in the performance or observance of any term, condition or agreement contained in this Agreement, including, without limitation, the establishment or maintenance of funds in a Reserve Account, as detailed in Section 25; or

30.4.7. you default in any material respect in the performance or observance of any term, covenant or condition contained in any agreement with any of our respective Affiliates; or

30.4.8. you default in the payment when due, of any material indebtedness for borrowed money; or

30.4.9. you file a petition or have a petition filed by another party under the U.S. bankruptcy code or any other laws relating to bankruptcy, insolvency or similar arrangement for adjustment of debts; consent to or fail to contest in a timely and appropriate manner any petition filed against you in an involuntary case under such laws; apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of you or of a substantial part of your property; or make a general assignment for the benefit of creditors; or take any action for the purpose of authorizing any of the foregoing; or

30.4.10. your independent certified accountants shall refuse to deliver an unqualified opinion with respect to your annual financial statements and your consolidated subsidiaries; or

30.4.11. a violation by you of any applicable law or Card Organization Rule or our reasonable belief that termination of this Agreement or suspension of Services is necessary to comply with any law including without limitation the rules and regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury or your breach, as determined by Servicers, of Section 39.2 ("Compliance with Laws"), then, upon the occurrence of (1) an Event of Default specified in subsections 30.4.4, 30.4.9 or 30.4.11, we may consider this Agreement to be terminated immediately, without notice, and all amounts payable hereunder shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by you, and (2) any other Event of Default, this Agreement may be terminated by us giving not less than 10 days' notice to you, and upon such notice all amounts payable hereunder shall be due and payable on demand.

30.5. Neither the expiration nor termination of this Agreement shall terminate the obligations and rights of the parties pursuant to provisions of this Agreement which by their terms are intended to survive or be perpetual or irrevocable. Such provisions shall survive the expiration or termination of this Agreement. All obligations by you to pay or reimburse us for any obligations associated with transactions you have submitted to us will survive termination of this Agreement until finally and irrevocably paid in full and settled.

30.6. If any Event of Default occurs, regardless of whether such Event of Default has been cured, we may, in our sole discretion, exercise all of our rights and remedies under applicable law, and this Agreement including, without limitation, exercising our rights under Section 31.

30.7. In the event you file for protection under the U.S. bankruptcy code or any other laws relating to bankruptcy, insolvency, assignment for the benefit of creditors or similar laws, and you continue to use our Services, it is your responsibility to open new accounts to distinguish pre and post filing obligations. You acknowledge that as long as you utilize the accounts you established prior to such filing, we will not be able to systematically segregate your post-filing transactions or prevent set-off of the pre-existing obligations. In that event, you will be responsible for submitting an accounting supporting any adjustments that you may claim.

30.8. The Card Organizations often maintain merchant lists such as the Member Alert To Control High-risk (Merchants) ("MATCH") who have had their merchant agreements or Card Acceptance rights terminated for cause. If this Agreement is terminated for cause, you acknowledge that we may be required to report your business name and the names and other information regarding its principals to the Card Organizations for inclusion on such list(s). You expressly agree and consent to such reporting if you are terminated as a result of the occurrence of an Event of Default or for any reason specified as cause by Visa, MasterCard, Discover Network, PayPal or American Express. Furthermore, you agree to waive and hold us harmless from and against any and all claims which you may have as a result of such reporting.

30.9. After termination of this Agreement for any reason whatsoever, you shall continue to bear total responsibility for all Chargebacks, fees, Card Organization fines imposed on us as a result of your acts or omissions, Credits and adjustments resulting from Card transactions processed pursuant to this Agreement and all other amounts then due or which thereafter may become due under this Agreement.

31. Reserve Account; Security Interest

31.1. You expressly authorize us to establish a Reserve Account pursuant to the terms and conditions set forth in this Section 31. The amount of such Reserve Account shall be set by us, in our sole discretion, based upon your processing history and the potential risk of loss to us as we may determine from time to time.

31.2. The Reserve Account shall be fully funded upon three (3) days' notice to you, or in instances of fraud or suspected fraud or an Event of Default, Reserve Account funding may be immediate. Such Reserve Account may be funded by all or any combination of the following: (i) one or more debits to your Settlement Account or any other accounts held by Bank or any of its Affiliates, at any financial institution maintained in the name of Client, any of its principals, or any of its guarantors, or if any of same are authorized signers on such account; (ii) any payments otherwise due to you, including any amount due from TeleCheck; (iii) your delivery to us of a letter of credit; or (iv) if we so agree, your pledge to us of a freely transferable and negotiable certificate of deposit. Any such letter of credit or certificate of deposit shall be issued or established by a financial institution acceptable to us and shall be in a form satisfactory to us. In the event of termination of this Agreement by any party, an immediate Reserve Account may be established without notice in the manner provided above. Any Reserve Account will be held by us for the greater of ten (10) months after termination of this Agreement or for such longer period of time as is consistent with our liability for your Card transactions and Chargebacks in accordance with Card Organization Rules. We will hold funds pursuant to this Section 31 in master account(s) with your funds allocated to separate sub accounts. Unless specifically required by law, you shall not be entitled to interest on any funds held by us in a Reserve Account.

31.3. If your funds in the Reserve Account are not sufficient to cover the Chargebacks, adjustments, fees and other charges and amounts due from you, or if the funds in the Reserve Account have been released, you agree to promptly pay us such sums upon request.

31.4.1. To secure your obligations to us and our respective Affiliates under this Agreement and any other agreement for the provision of equipment, products or services (including any obligations for which payments on account of such obligations are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy act, state or federal law, common law or equitable cause), you grant to us a first priority lien and security interest in and to (i) the Reserve Account and (ii) any of your funds pertaining to the Card transactions contemplated by this Agreement now or hereafter in our possession, whether now or hereafter due or to become due to you from us. Any such funds, money or amounts now or hereafter in our possession may be commingled with other funds of ours, or, in the case of any funds held pursuant to the foregoing paragraphs, with any other funds of other customers of ours. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, we are hereby authorized by you at any time and from time to time, without notice or demand to you or to any other Person (any such notice and demand being hereby expressly waived), to set off, recoup and to appropriate and to apply any and all such funds against and on account of your obligations to us and our respective Affiliates under this Agreement and any other agreement with us our respective Affiliates for any related equipment or related services (including any check services), whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured. You agree to duly execute and deliver to us such instruments and documents as we may reasonably request to perfect and confirm the lien, security interest, right of set off, recoupment and subordination set forth in this Agreement.

31.4.2. For sake of clarification and notwithstanding anything in the Agreement to the contrary, in the event Servicers deduct, holdback, suspend, off set or set off any settlement monies or amounts otherwise due you pursuant to the terms of this Agreement (collectively "Set Off Funds"), you acknowledge that such Set Off Funds will be held in a commingled Reserve Account(s) of Servicers.

31.4.3. If in replacement of or in addition to the first priority lien and security interest in the Reserve Account, you grant to Servicers a first priority lien and security interest in and to one or more certificates of deposit, the certificates of deposit shall be uncertificated and shall be subject to an Acknowledgement of Pledge of Certificate of Deposit and Control Agreement (the "Certificate of Deposit Control Agreement") by, between and among Customers, Servicers and the financial institution that has established and issued the certificate of deposit. The form of the Certificate of Deposit Control Agreement and the financial institution that will establish and issue the certificate of deposit shall be satisfactory and acceptable to Servicers.

32. Financial and Other Information

32.1. Upon request, you will provide us and our Affiliates, quarterly financial statements within 45 days after the end of each fiscal quarter and annual audited financial statements within 90 days after the end of each fiscal year. Such financial statements shall be prepared in accordance with generally accepted accounting principles. You will also provide such other financial statements and other information concerning your business and your compliance with the terms and provisions of this Agreement as we may reasonably request. You authorize us and our Affiliates to obtain from third parties financial and credit information relating to you in connection with our determination whether to accept this Agreement and our continuing evaluation of your financial and credit status. We may also access and use information which you have provided to Bank for any other reason. Upon request, you shall provide, and/or cause to be provided, to us and our Affiliates, or our representatives or regulators (as well as those of the Card Organizations) reasonable access

to your or your providers' facilities and records for the purpose of performing any inspection and/or copying of books and/or records deemed appropriate. In such event, you shall pay the costs incurred by us or our Affiliates for such inspection, including, but not limited to, costs incurred for airfare and hotel accommodations.

33.2. You will provide us with written notice of any judgment, writ, warrant of attachment, execution or levy against any substantial part (25% or more in value) of your total assets not later than three (3) days after you become aware of same.

33. Indemnification

33.1. You agree to indemnify and hold us and the Card Organizations harmless from and against all losses, liabilities, damages and expenses: (a) resulting from the inaccuracy or untruthfulness of any representation or warranty, breach of any covenant or agreement or any misrepresentation by you under this Agreement; (b) arising out of your or your employees' or your agents' negligence or willful misconduct, in connection with Card transactions or otherwise arising from your provision of goods and services to Cardholders; (c) arising out of your use of the Services; or (d) arising out of any third party indemnifications we are obligated to make as a result of your actions (including indemnification of any Card Organization or Issuer).

33.2. Subject to the limitations set forth in Section 27.4, we agree to indemnify and hold you harmless from and against all losses, liabilities, damages and expenses resulting from any breach of any warranty, covenant or agreement or any misrepresentation by us under this Agreement or arising out of our or our employees' gross negligence or willful misconduct in connection with this Agreement; provided that this indemnity obligation shall not apply to Bank with respect to Non-Bank Services.

34. Special Provisions Regarding Non-Bank Cards

34.1. Non-Bank Card transactions are provided to you by Processor and not by Bank and include transactions made using Discover Network, PayPal, American Express, Voyager and WEX Card types. The Services provided, transactions processed and other matters contemplated under this Section 34 are subject to the rest of this Agreement, as applicable, except to the extent the terms of this Section 34 directly conflict with another provision of this Agreement, in which case the terms of this Section 34 will control; provided, however, that (i) Bank is not a party to this Agreement insofar as it relates to Non-Bank Card services, and Bank is not liable to you in any way with respect to such Services and (ii) you agree to pay Processor any per item processing, authorization and other fees described in the Application for any non-acquired transaction services you receive from Processor. For the purposes of this section, the words "we," "our" and "us" refer only to the Processor and not to the Bank. You authorize us to share information from your Application with American Express, Discover Network, PayPal and any other Non-Bank Card Organization.

34.2. If you accept American Express, you understand that if, based upon your anticipated Card transaction volume you do not qualify for our full service program but have otherwise been approved for accepting American Express transactions, your authorizations will be obtained from and funded by American Express. American Express will provide you with its own agreement that governs those transactions. You understand and agree that we are not responsible and assume absolutely no liability with regard to any such transactions, including but not limited to the funding and settlement of American Express transactions, and that American Express will charge additional fees for the services they provide.

34.3. If you accept Discover but do not qualify for our Discover full service program, Discover will provide you with its own agreement that governs those transactions. You understand and agree that we are not responsible and assume absolutely no liability with regard to any such transactions, including but not limited to the authorization, funding, and settlement of Discover transactions, and that Discover may charge additional fees for the services they provide.

34.4. If you accept PayPal Cards you understand that the following requirements apply to PayPal Card transactions in addition to the information required in this Agreement:

- Only in-store, Card present transactions are eligible for processing under this Agreement. Card not present/online, cash over, cash advance, quasi cash transactions, international transactions or manually entered transactions are not eligible for processing. You must contact us or PayPal for information related to services that are not covered in this Agreement.
- You will provide us with information about the Card transactions you conduct; including, data related to your Authorization requests, Card transactions, and transaction dispute responses.
- You will provide us with aggregate and individual information about the Card transactions you accept; including, the number, type and kind of transactions you conduct, your disputes, your business operations, your merchant category code information, and any other information you are required to provide under this Agreement.
- You will not use, store, retain or otherwise disclose any of PayPal's confidential information, Cardholder data, magnetic stripe track data, or PayPal Card transaction data (other than as necessary to complete a transaction).
- You will not use PayPal Cardholder's personal information for marketing and/or other purposes without explicit consent from the Cardholder.

34.5. If you accept JCB, Diners Club International, UnionPay, BCard, and Dinacard, you agree to be bound by the Discover Network provisions of this Agreement. You also acknowledge and agree that JCB, Diners Club International, UnionPay, BCard, and

Dinacard transactions will be processed under and subject to Discover Network Card Organization Rules.

34.6. If you accept Voyager and/or WEX Cards, you agree to be bound by the WEX and/or Voyager rules. You also agree to be bound by all other provisions of this Agreement which are applicable to WEX and/or Voyager.

34.7. If you execute a separate WEX Merchant Agreement (WEX Non Full Service Program), you understand that we will provide such agreement to WEX, but that neither we nor WEX shall have any obligation whatsoever to you with respect to processing WEX Cards unless and until WEX executes your WEX Merchant Agreement. If WEX executes your WEX Merchant Agreement and you accept WEX Cards, you understand that WEX transactions are processed, authorized and funded by WEX. You understand that WEX is solely responsible for all agreements that govern WEX transactions and that we are not responsible and assume absolutely no liability with regard to any such agreements or WEX transactions, including but not limited to the funding and settlement of WEX transactions. You understand that WEX will charge additional fees for the services that it provides.

34.8. In addition to the information stated in Part I, Appendix I of the Your Payments Acceptance Guide regarding Voyager Cards, the following terms apply

- Under Section 27 (Representations; Warranties; Covenants; Limitations of Liability; Exclusion of Consequential Damages) of the General Terms, in no event shall our cumulative liability to you for losses, claims, suits, controversies, breaches or damages for any cause whatsoever in connection with Voyager transactions exceed the lesser of \$10,000.00 or the Voyager transaction fees paid by you to us for the two months prior to the action giving rise to the claim.
- Notwithstanding anything in this Agreement to the contrary, our obligation to provide services to you relating to any Fleet Card will terminate automatically without penalty to us or the related Card Organization upon the earlier of (i) the termination or expiration of our agreement with such Card Organization, (ii) at least twenty (20) days prior written notice by us to you; (iii) your failure to comply with material terms relating to such Fleet Card transactions, or (iv) written notice, if a Card Organization discontinues its Card

35. Special Provisions for Debit Card

The special provisions outlined in this Section 35 apply only to those Debit Card transactions that are processed by a Cardholder entering a PIN unless the transaction is a network supported PINless transaction. A PINless transaction is a Debit card transaction that a merchant submits to us for settlement/funding transactions with neither a PIN nor Signature. The Services provided, transactions processed and other matters contemplated under this Section 35 are subject to the rest of this Agreement, as applicable, except to the extent the terms of this Section 35 directly conflict with another provision of this Agreement, in which case the terms of this Section 35 will control.

35.1. Debit Card Acceptance. Most, but not all, ATM Cards (Debit Cards) can be accepted at the point of sale at participating locations. Examine the back of the Debit Card to determine if the Card participates in a PIN Debit network that you are authorized to accept. PIN Debit network Mark(s) are usually printed on the back of the Card. If the Debit Card is valid and issued by a financial institution Issuer participating in a PIN Debit network, you must comply with the following general requirements for all participating PIN Debit networks, in addition to the specific requirements of that PIN Debit network:

- You must honor all valid Debit Cards when presented that bear authorized PIN Debit network Marks.
- You must treat transactions by Cardholders from all Issuers in the same manner.
- You may not establish a minimum or maximum transaction amount for Debit Card acceptance.
- You may not require additional information, besides the PIN, for the completion of the transaction unless the circumstances appear suspicious. A signature is not required for Debit Card transactions.
- You shall not disclose transaction related information to any party other than your agent, a PIN Debit network, or Issuer and then only for the purpose of settlement or error resolution.

35.2. Transaction Processing. The following general requirements apply to all Debit Card transactions:

- All Debit Card transactions must be authorized and processed electronically. There is no Voice Authorization or Imprinter procedure for Debit Card transactions.
- You may not complete a Debit Card transaction that has not been authorized. If you cannot obtain an Authorization at the time of sale, you should request another form of payment from the Cardholder or process the transaction as a Store and Forward or Resubmission, in which case you assume the risk that the transaction fails to authorize or otherwise declines. The Cardholder should be instructed to contact the Issuer to find out why a transaction has been declined.
- The Debit network used to process your debit transaction will depend upon, among other things, our own business considerations, the availability of the Debit network at the time of the transaction and whether a particular Debit Card is enabled for a particular Debit network. The Debit network used to route your transaction may or may not be the lowest cost network available. We may, in our sole discretion (i) use any Debit network available to us for a given transaction (including any of our affiliated PIN Debit networks) and (ii) add and/or remove Debit networks available to you based on a variety of factors including availability, features, functionality and our own business considerations.

- You must issue a receipt to the Cardholder upon successful completion of a transaction and effect PAN Truncation on it.
- You may not manually enter the account number for PIN Debit transactions. Signature Debit transaction may be key entered if you are unable to swipe the Card. The account number must be read electronically from the Magnetic Stripe/chip for transactions authenticated with a PIN. If the Magnetic Stripe/chip is unreadable, you must request another form of payment from the Cardholder. Do obtain a signature if PIN authentication is not supported or available.
- Any applicable tax must be included in the total transaction amount for which Authorization is requested. Tax may not be collected separately in cash.
- **YOU ARE RESPONSIBLE FOR SECURING YOUR POS DEVICES AND FOR IMPLEMENTING APPROPRIATE CONTROLS TO PREVENT EMPLOYEES OR OTHERS FROM SUBMITTING CREDITS AND VOIDS THAT DO NOT REFLECT BONA FIDE RETURNS OR REIMBURSEMENTS OF PRIOR TRANSACTIONS.**

35.3. Cash Back From Purchase. You may offer cash back to your customers when they make a PIN Debit Card purchase. You may set a minimum and maximum amount of cash back that you will allow. If you are not currently offering this service, your POS device may require additional programming to begin offering cash back as long as it is supported by the Debit Network.

35.4. Settlement. You must reconcile your accounts for each location daily and notify us within 24 hours of any issues.

35.5. Adjustments. An adjustment is a transaction that is initiated to correct a Debit Card transaction that was not processed in error. For signature debit transactions (including "no signature" signature debit transactions), both the Cardholder and the card issuing bank have the right to question or dispute a transaction. If these questions or disputes are not resolved, a chargeback may occur. You are responsible for all adjustment and Chargeback fees that may be charged by a Debit network. **There are several reasons for adjustments being initiated:**

- The Cardholder was charged an incorrect amount, whether too little or too much.
- The Cardholder was charged more than once for the same transaction.
- A processing error may have occurred that caused the Cardholder to be charged even though the transaction did not complete normally at the point of sale.
- A Cardholder is disputing the goods or services provided.

All parties involved in processing adjustments and Chargebacks are regulated by time frames that are specified in the operating rules of the applicable Debit network, The Electronic Funds Transfer Act, Regulation E, and other applicable law.

36. Special Provisions Regarding EBT Transactions

If you elect to accept EBT Cards and engage in EBT transactions, the terms and conditions of this Section 36 shall apply.

EBT transactions are provided to you by Processor and not by Bank. The Services provided, transactions processed and other matters contemplated under this Section 30 are subject to the rest of this Agreement, as applicable, except to the extent the terms of this Section 30 directly conflict with another section of this Agreement, in which case the terms of this Section 30 will control; provided, however, that Bank is not a party to this Agreement insofar as it relates to EBT transactions, and Bank is not liable to you in any way with respect to such Services. For the purposes of this section, the words "we," "our" and "us" refer only to the Processor and not to the Bank.

We offer electronic interfaces to EBT networks for the processing, settlement and switching of EBT transactions initiated through the use of a state-issued EBT card ("EBT Card") at your POS Terminal(s) for the provision of United States Department of Agriculture, Food and Nutrition Service ("FNS"), Supplemental Nutrition Assistance Program ("SNAP") and Women, Infants and Children Benefits ("WIC Benefits") and/or government delivered Cash Benefits (Cash Benefits, together with FNS, SNAP and WIC Benefits, collectively are referred to as the "EBT benefits") to EBT benefit recipients ("EBT customers"), subject to the terms below.

36.1. Acceptance of EBT Benefits. You agree to accept EBT Cards and provide EBT benefits to EBT customers through the use of a POS Terminals, PIN pad and printer or other equipment that meet standards as set forth in the EBT Rules ("Authorized Terminal") applicable to such EBT benefits during your normal business hours, in a manner consistent with your normal business practices and in accordance with the EBT Rules.

You will provide EBT benefits to EBT customers, in accordance with the procedures set forth in the EBT Rules, in the amount authorized through your Authorized Terminal upon presentation by an EBT customer of an EBT Card and such EBT customer's entry of a valid PIN. The "EBT Rules" means (i) all procedures that we establish and provide to you from time-to-time regarding your acceptance of EBT Cards and provision of EBT benefits to EBT customers; (ii) the Quest Rules, as amended from time-to-time, issued by the National Automated Clearing House Association and as approved by the Financial Management Service of the U.S. Treasury Department, as necessary (and any rules that succeed or replace the Quest Rules); and (iii) other such laws, rules, regulations and procedures that are applicable to the acceptance of EBT Cards and the provision of EBT benefits by you under this Section 30, including without limitation, laws pertaining to delivery of services to EBT customers and EBT customer confidentiality, the federal Civil Rights Act of 1964, Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Clean Air Act, Clean

Water Act, Energy Policy and Conservation Act, Immigration Reform and Control Act of 1986, regulations issued by the Department of Agriculture pertaining to Food Stamp Program, and, any additional procedures specified by the state regarding lost EBT Cards, forgotten PINs, discrepancies in benefits authorized and similar matters by providing EBT customers with information such as telephone numbers and addresses of the state or other appropriate agencies. The "Food Stamp Program" is the government benefits program operated under the authority of the Food Stamp Act of 1964.

If the Authorized Terminal fails to print EBT benefit issuance information as approved and validated as a legitimate transaction, you will comply with the procedures set forth in the EBT Rules for authorization of EBT benefits in such instance. You are solely responsible for your provision of EBT benefits other than in accordance with authorizations timely received from EBT service provider. You will not resubmit any EBT Card transaction except as specifically permitted by the EBT Rules and procedures applicable to such EBT Card transaction. You must provide a receipt for each EBT transaction to the applicable EBT customer.

You will not accept any EBT Card for any purpose other than providing EBT Benefits, including without limitation accepting an EBT Card as security for repayment of any EBT customer obligation to you. In the event of any violation of this provision, you will be obligated to reimburse the state or us for any EBT benefits unlawfully received by either you or an EBT customer to the extent permitted by law. Cash should never be dispensed for FNS, SNAP and WIC Benefits.

36.2. Manual EBT Vouchers. In accordance with the procedures set forth in this Section 30 and the EBT Rules, you will manually accept EBT Cards during periods of time when your Authorized Terminal is not working or the EBT system is not available; you will manually provide EBT benefits in the amount authorized through the applicable EBT service provider to the EBT customers at no cost to the EBT customers upon presentation by an EBT customer of his/her EBT Card. All manual voucher authorizations must be cleared on your POS terminal for payment of voucher to be made to you. In addition to any procedures set forth in the EBT Rules, the following limitations will apply to manual issuance of FS Benefits by merchant:

i. An authorization number for the amount of the purchase must be received by you from the applicable EBT service provider while the respective EBT customer is present and before you provide such EBT customer with any FNS, SNAP and WIC Benefits, or Cash Benefits, as applicable. You must not attempt to voice authorize a manual EBT transaction if the EBT customer is not present to sign the voucher. The EBT customer must sign the voucher. A copy of the voucher should be given to the EBT customer at the time of authorization and you should retain one copy for your records.

ii. Specified EBT customer, clerk and sales information, including the telephone authorization number, must be entered properly and legibly on the manual sales draft.

iii. All manual voucher authorizations must be cleared on your Authorized Terminal before payment of voucher will be made to you. Vouchers must be cleared within 10 Business Days after the date of applicable voice authorization. Vouchers cannot be cleared by any manner except by your Authorized Terminal therefore you should never mail vouchers requesting payment. If a voucher expires before it has been cleared by your Authorized Terminal for payment, no further action can be taken to obtain payment for the voucher.

iv. In the event that, due to EBT host failure, EBT benefit availability for an EBT customer cannot be determined at the time you request authorization, the maximum authorized manual transaction and benefit encumbrance will be \$40.00 or such other state specific floor limit as set forth in the most current version of the applicable EBT Rules.

v. Except as specifically provided in the applicable EBT Rules, you will not be reimbursed and will be solely responsible for a manual transaction when you fail to obtain an authorization number from the applicable EBT service provider as set forth in this Section 36 or otherwise fail to process the manual transaction in accordance with the EBT Rules.

vi. If you have not received an authorization number in accordance with paragraph 36.1 above, you may not "re-submit" a manual sales draft for payment for the same transaction.

36.3. Acceptance of Cash Benefits. If you agree to accept EBT Cards and to provide Cash Benefits, you agree to maintain adequate cash on hand to issue EBT service provider authorized Cash Benefits and will issue such Cash Benefits to EBT customers in the same manner and to the same extent cash is provided to your other customers. You may not require, and may not in your advertising suggest, that any EBT customers must purchase goods or services from you as a condition to receiving Cash Benefits, unless such condition applies to other customers as well. You may not designate and direct EBT customers to special checkout lanes restricted to use by EBT customers unless you also designate and direct other customers to special checkout lanes for Debit Cards or Credit Cards and/or other payment methods such as checks other than cash.

36.4. Interoperability. If you accept EBT Cards and provide EBT benefits (FNS, SNAP and WIC Benefits and/or Cash Benefits), you must do so for EBT customers from all states.

36.5. Required Licenses. If you provide FNS, SNAP and WIC Benefits under this Agreement, you represent and warrant to us that you are a FNS authorized merchant and are not currently disqualified or withdrawn from redeeming food stamp coupons or otherwise disqualified or withdrawn by FNS. You agree to secure and maintain at your own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of EBT benefits under this Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenant that you will not accept EBT Cards or provide EBT

benefits at any time during which you are not in compliance with the requirements of any EBT Rules.

36.6. Term and Termination. If you are disqualified or withdrawn from the Food Stamp Program, your authority to issue benefits will be terminated concurrently therewith. Such disqualification or withdrawal will be deemed a breach of this Agreement with respect to your authority to issue Cash Benefits and, in the event of such disqualification, we have the right to immediately terminate the provision of service under this Section 30 or the Agreement in its entirety. With respect to the issuance of Cash Benefits only, your authority to issue Cash Benefits may be suspended or terminated immediately at the sole discretion of us, the state or its EBT service provider, effective upon delivery of a notice of suspension or termination specifying the reasons for such suspension or termination if there will be (i) any suspension, injunction, cessation, or termination of the EBT service provider's authority to provide EBT services to the state; (ii) failure by you, upon not less than thirty (30) days' prior written notice, to cure any breach by you of these terms and conditions, including without limitation, your failure to support the issuance of EBT benefits during your normal business hours consistent with your normal business practices, your failure to comply with EBT benefit issuance procedures, your impermissible acceptance of an EBT Card, or your disqualification or withdrawal from the Food Stamp Program; or (iii) based on a state's or its EBT service provider's investigation of the relevant facts, evidence that you or any of your agents or employees are committing, participating in, or have knowledge of fraud or theft in connection with the dispensing of EBT benefits. If you fail to cure any breach as set forth above, you may appeal such suspension or termination to the applicable state for determination in its sole discretion.

In the event that your authority to accept benefits is suspended or terminated by a state or its EBT service provider, and you successfully appeal such suspension or termination to the state or its EBT service provider, we shall be under no obligation to reinstate the services previously provided under this Section 30 or the Agreement, as applicable.

The provision of services under this Section 30 shall terminate automatically if our agreement or our service provider's agreement with any applicable state's EBT service provider terminates for any reason.

You will give prompt notice to us if you plan to stop accepting EBT Cards and providing EBT benefits or if you are unable to comply with the terms of this Section 36.

36.7. Confidentiality of EBT System Information. All information related to EBT customers and/or the issuance of EBT benefits shall be considered confidential information.

Individually identifiable information relating to an EBT customer or applicant for EBT benefits will be held confidential and will not be disclosed by you or your directors, officers, employees or agents, without prior written approval of the applicable state.

You will: (a) implement appropriate measures designed to: (1) ensure the security and confidentiality of all non-public personal information or materials regarding customers ("NPPI"); (2) protect against any anticipated threats or hazards to the security or integrity of NPPI; (3) protect against unauthorized access to or use of NPPI that could result in substantial harm or inconvenience to any customer and (4) ensure the proper disposal of NPPI; and (b) take appropriate actions to address incidents of unauthorized access to NPPI, including notification to us as soon as possible.

The use of information obtained by you in the performance of your duties under this Section 36 will be limited to purposes directly connected with such duties.

36.8. EBT Service Marks. You will adequately display any applicable state's service Marks or other licensed marks, including the Quest Marks, and other materials supplied by us (collectively the "Protected Marks") in accordance with the standards set by the applicable state. You will use the Protected Marks only to indicate that EBT benefits are issued at your location(s) and will not indicate that we, any state or its EBT service provider endorse your goods or services. Your right to use such Protected Marks pursuant to this Agreement will continue only so long as this Section 36 remains in effect or until you are notified by us, any state or its EBT service provider to cease their use or display. You will not use the Marks of any EBT service provider without prior written approval from such EBT service provider.

36.9. Miscellaneous.

36.9.1. Errors. You will fully cooperate with us and any other participants in the EBT system in the resolution of errors and disputes regarding EBT transactions processed pursuant to this Section 36. You will promptly notify us of any such errors or disputes.

36.9.2. Issuance Records.

- i. You agree to make available such informational materials as may be required by the state, its EBT service provider or any applicable regulations pertaining to the issuance of Benefits.
- ii. You will retain all EBT-related records (including but not limited to manual sales drafts or vouchers) in the manner required by the EBT Rules or otherwise reasonably requested by us for three (3) years following the date of the applicable EBT transaction, or for such additional period as may be required by the EBT Rules. Records involving matters in litigation will be kept by you for a period of not less than three (3) years following the termination of the applicable litigation. Copies of any documents in media other than paper (e.g., microfilm, etc.) related to this Section 30 may be substituted for the originals to the extent permitted under applicable EBT Rules and provided that legible paper copies can be reproduced within a reasonable time after such records are requested.

- iii. You will make all EBT-related records available for audit upon request to representatives of the state or its EBT service provider, or other authorized state or federal government agency during normal business hours.

- iv. To assure compliance with this Agreement, including without limitation this Section 30, the state, its EBT service provider, or other authorized state or federal government agency, will at all times, upon advance notice except in the case of suspected fraud or other similar activity, have the right to enter, during normal business hours, your premises to inspect or evaluate any work performed under this Agreement, or to obtain any other information required to be provided by you or otherwise related to this Agreement.

36.9.3. Training. You will train and permit your employees to receive training regarding the issuance of EBT benefits.

36.9.4. Amendments. Notwithstanding anything to the contrary in this Agreement, if any of these terms and conditions are found to conflict with the EBT Rules or federal or state policy, these terms and conditions are subject to reasonable amendment by us, a state or its EBT service provider to address such conflict upon written notice to you and such amendment shall become effective upon such notice.

36.9.5. State Action. Nothing contained herein shall preclude a state from commencing appropriate administrative or legal action against you or for making any referral for such action to any appropriate federal, state, or local agency.

36.9.6. Reference to State. Any references to state herein will mean the state in which you accept EBT benefits pursuant to this Section 36. If you accept EBT benefit in more than one state pursuant this Section 36, then the reference will mean each such state severally, not jointly.

36.9.7. Third Party Beneficiaries. These terms and conditions, do not create, and will not be construed as creating, any rights enforceable by any person not having any rights directly under this Agreement, except that the state and its Issuer, as defined in the Quest Rules, will be deemed third party beneficiaries of the representations, warranties, covenants and agreements made by you under the Agreement, including without limitation this Section 36.

37. Special Provisions Regarding Wireless Service

If you elect to purchase the Wireless Services from us as indicated on the Application, then the following terms and conditions of this Section 37, referred to as the "**Wireless Services Terms**," shall apply. THE WIRELESS SERVICES ARE BEING SOLD TO YOU FOR USE IN BUSINESS AND ARE NOT BEING SOLD TO YOU FOR HOUSEHOLD OR PERSONAL USE. Sale of Wireless Services is made by Processor and not the Bank. The Services provided, transactions processed and other matters contemplated under this Section 37 are subject to the rest of this Agreement, as applicable, except to the extent the terms of this Section 37 directly conflict with another section of this Agreement, in which case the terms of this Section 37 will control; provided, however, that Bank is not a party to this Agreement insofar as it relates to Wireless Services, and Bank is not liable to you in any way with respect to such services. For the purposes of this section, the words "we," "our" and "us" refer only to the Processor and not to the Bank.

Through one or more third party vendors ("Wireless Vendor(s)") selected by us in our sole discretion, we have acquired the right to resell certain wireless data communication services that use radio base stations and switching offered by certain cellular telephone and data networks throughout the country (the "Wireless Networks") in order to allow you to capture and transmit to Processor and Bank certain wireless Card Authorization transactions or to transmit other communications to our system ("Wireless Services").

If you elect to purchase voice and/or data services directly from a third party provider for use with the Wireless Equipment as permitted by Processor, you acknowledge and agree that this Agreement does not address or govern those voice and/or data services or your relationship with that third party provider, and Servicers are in no way responsible for providing, maintaining, servicing or supporting such third party voice and/or data services.

37.1. Purchase of Wireless Services. The prices that you will pay for the Wireless Services are set forth on the Application. In connection with your purchase of Wireless Services, you will receive access to a certain Wireless Network(s).

- Licenses. You agree to obtain any and all licenses, permits or other authorizations required by the Federal Communications Commission ("FCC") or any other regulatory authority, if any, for the lawful operation of Wireless Equipment used by you in connection with your receipt of Wireless Services. You will promptly provide us with all such information as we may reasonably request with respect to matters relating to the rules and regulations of the FCC.
- Wireless Equipment. You agree that in order to access the Wireless Services, you must use wireless POS Terminals and accessories approved for use with the Wireless Services by Processor from time to time in its sole discretion (the "Wireless Equipment"). If Wireless Equipment is purchased by you from us as indicated on the Application, then the terms of this Agreement apply to your use of such Wireless Equipment.
- Improvements/General Administration. We and the Wireless Vendor(s) reserve the right to make changes, from time to time, in the configuration of the Wireless Services, Wireless Networks, Wireless Equipment, Wireless Software, rules of operation, accessibility periods, identification procedures, type and location of equipment, allocation and quantity of resources utilized, programming languages, administrative and operational algorithms and designation of the control center serving you at the particular address.

In addition, we reserve the right to schedule, from time to time, interruptions of service for maintenance activities.

- Suspension of Wireless Services. We or a Wireless Network may suspend the Wireless Services to: (a) prevent damages to, or degradation of, our or a Wireless Network's network integrity that may be caused by a third party; (b) comply with any law, regulation, court order or other governmental request which requires immediate action; or (c) otherwise protect us or a Wireless Network from potential legal liability. To the extent commercially reasonable, we shall give notice to you before suspending the Wireless Services to you. If not commercially reasonable to give prior notice, we will give notice to you as soon as commercially practicable thereafter. Availability of the Wireless Services may vary due to events beyond the control of us or our Wireless Vendors. In the event of a suspension of the Wireless Services, we or the applicable Wireless Vendor will promptly restore the Wireless Services after the event giving rise to the suspension has been resolved.

37.2. Software Licenses. Processor hereby grants to you a non-exclusive, non-transferable, revocable limited sublicense to use any wireless software (including any documentation relating to or describing the wireless software) downloaded by you or your designee from Processor's systems onto the Wireless Equipment in connection with your purchase and use of the Wireless Services in accordance with the terms of this Agreement, including this Section 37. Anything in this Agreement to the contrary notwithstanding, we or certain third parties retain all ownership and copyright interest in and to all Wireless Software, related documentation, technology, know-how and processes embodied in or provided in connection with the Wireless Software, and you shall have only a nonexclusive, non-transferable license to use the Wireless Software in your operation of the Wireless Equipment for the purposes set forth in this Agreement. Nothing in this Agreement confers any title or ownership of any such Wireless Software to you or shall be construed as a sale of any rights in any such Wireless Software to you. You agree to accept, agree to and be bound by all applicable terms and conditions of use and other license terms applicable to such Wireless Software. You shall not reverse engineer, disassemble or decompile the Wireless Software. You shall not give any Person access to the Wireless Software without our prior written consent. Your obligations under this Section 37.2 shall survive the termination of this Agreement. You acknowledge that the only right you obtain to the Wireless Software is the right to use the Wireless Software in accordance with the terms in this Section.

37.3. Limitation on Liability. We shall have no liability for any warranties by any party with respect to uninterrupted Wireless Services, as set forth in Section 37.10, or for any Person's unauthorized access to Client's data transmitted through either the Wireless Equipment or Wireless Services (including the Wireless Software), or Wireless Networks, regardless of the form of action (whether in contract, tort (including negligence), strict liability or otherwise). The foregoing notwithstanding, for any other liability arising out of or in any way connected with these Wireless Services terms, including liability resulting solely from loss or damage caused by partial or total failure, delay or nonperformance of the Wireless Services or relating to or arising from your use of or inability to use the Wireless Services, Processor's, Bank's, and Wireless Vendor(s)' liability shall be limited to your direct damages, if any, and, in any event, shall not exceed the lesser of the amount paid by you for the particular Wireless Services during any period of failure, delay, or nonperformance of the Wireless Services or \$50,000.00. In no event shall Servicers, Wireless Vendor(s) or our respective Affiliates be liable for any indirect incidental, special, consequential or punitive damages. The remedies available to you under these Wireless Services Terms will be your sole and exclusive remedies with respect to the Wireless Services.

37.4. Indemnification. In addition to any other indemnifications as set forth in this Agreement, you will indemnify and hold Servicers, Wireless Vendor(s) and our respective officers, directors, employees, and Affiliates harmless from and against any and all losses, claims, liabilities, damages, costs or expenses arising from or related to: (a) the purchase, delivery, acceptance, rejection, ownership, possession, use condition, liens against, or return of the Wireless Equipment or the Wireless Equipment (including the Wireless Software), as applicable; (b) your negligent acts or omissions; (c) any breach by you of any of your obligations under this Section 37; or (d) any Person's unauthorized access to Client's data and/or unauthorized financial activity occurring on your Merchant Identification Number hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

37.5. Confidentiality. All information or materials which could reasonably be considered confidential or competitively sensitive that you access from or relate to either Wireless Vendor(s) or Servicers related to the subject matter of these Wireless Services Terms will be considered confidential information. You will safeguard our confidential information with at least the same degree of care and security that you use for your confidential information, but not less than reasonable care.

37.6. Termination. In addition to any other provision in this Agreement, the Wireless Services being provided under this Section 37 may terminate:

- a) Immediately upon termination of the agreement between us (or our Affiliates) and Wireless Vendor(s), provided that we will notify you promptly upon our notice or knowledge of termination of such agreement, provided further that if Wireless Vendor(s) loses its authority to operate less than all of the Wireless Services or if the suspension of any authority or non-renewal of any license relates to less than all of the Wireless Services, then these Wireless Services Terms will terminate only as to the portion of the Wireless Services affected by such loss of authority, suspension or non-renewal; or

- b) Immediately if either we or our Affiliates or Wireless Vendor(s) are prevented from providing the Wireless Services by any law, regulation, requirement, ruling or notice issued in any form whatsoever by judicial or governmental authority (including without limitation the FCC).

37.7. Effect of Termination. Upon termination of these Wireless Services Terms for any reason, you will immediately pay to us all fees due and owing to us hereunder. If these Wireless Services terms terminate due to a termination of the agreement between us or our Affiliates and Wireless Vendor(s), then we may, in our sole discretion, continue to provide the Wireless Services through Wireless Vendor(s) to you for a period of time to be determined as long as you continue to make timely payment of fees due under these Wireless Services Terms.

37.8. Third Party Beneficiaries. Wireless Vendor(s) are third party beneficiaries of these Wireless Services Terms and may enforce its provisions as if a party hereto.

37.9. Other Applicable Provisions. You also agree to be bound by all other terms and conditions of this Agreement.

37.10. Disclaimer. Wireless Services use radio transmissions, so Wireless Services can't be provided unless your Wireless Equipment is in the range of one of the available Wireless Networks' transmission sites and there is sufficient network capacity available at that moment. There are places, particularly in remote areas, with no service at all. Weather, topography, buildings, your Wireless Equipment, and other conditions we don't control may also cause failed transmissions or other problems. PROCESSOR, BANK, AND WIRELESS VENDOR(S) DISCLAIM ALL REPRESENTATIONS AND WARRANTIES RELATING TO WIRELESS SERVICES. WE CANNOT PROMISE UNINTERRUPTED OR ERROR-FREE WIRELESS SERVICE AND DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF.

38. Special Provisions Regarding Clover Security Plus

Clover Security Plus consists of a POS security monitor, the TransArmor Data Protection service, and tools that you can use to help you meet your PCI DSS compliance obligations. Each of these services is described in more detail below. Clover Security Plus is provided to you by Processor and not by Bank. Clover Security Plus is available only for Level 3 and Level 4 merchants, as defined by the Payments Organizations. Clover Security Plus is not available for Level 1 or Level 2 merchants.

38.1. The POS security monitor offers you monitoring, scanning, and anti-virus software services for your point of sale computer systems. The TransArmor Data Protection service is described in Sections 38.14 and 38.15.

38.2. Scanning Authority; Scanning Obligations. You represent and warrant that you have full right, power, and authority to consent for Clover Security Plus to scan for vulnerabilities in the IP address and/or URL and/or domain names identified to us by you for scanning, whether electronically or by any other means, whether during initial enrollment or thereafter. If applicable, you shall obtain all consents and authorizations from any third parties necessary for us or our vendors to perform the Clover Security Plus services, including, without limitation, third party data centers, co-locations and hosts. We will not be required to execute agreements with any such third parties. You agree to defend, indemnify and hold us and our vendors harmless from any third party claim that such access was not authorized. You may use Clover Security Plus and portals only to scan IP addresses, URLs and domain names owned by and registered to you. You understand that your failure to provide a complete list of and complete access to your IP addresses will significantly impair the scanning services and may result in incomplete or inaccurate results. You agree that the Clover Security Plus services hereunder, including without limitation their functionality and contents, constitute confidential information, and your use and/or access to the Clover Security Plus is subject to the terms of confidentiality set forth in this Agreement.

38.3. Data Collection. In the course of providing the Clover Security Plus, we may collect information relating to activities on your network (the "Data") including, but not limited to: network configuration, TCP/IP packet headers and contents, log files, malicious codes, and Trojan horses. We retain the right to use the Data or aggregations thereof for any reasonable purpose.

38.4. Data Protection; Responsibilities of Client. Data Protection applies only to card transactions sent from you to us for authorization and settlement pursuant to the Agreement, and specifically excludes electronic check transactions. You are responsible to comply with the following regarding your use of Data Protection:

- (a) Data Protection can only be used with an eligible POS device, gateway, interactive voice response system, or similar system or equipment sale device, gateway, that is certified by us for use with Data Protection. If you are uncertain whether your equipment is eligible or certified, please contact us. It is your responsibility to ensure that you have eligible equipment in order to use Data Protection.
- (b) You must demonstrate and maintain your current PCI DSS compliance certification. Compliance must be validated either by a Qualified Security Assessor (QSA) with corresponding Report on Compliance (ROC) or by successful completion of the applicable PCI DSS Self-Assessment Questionnaire (SAQ) or Report on Compliance (ROC), as applicable, and if applicable to your business, passing quarterly network scans performed by an Approved Scan Vendor, all in accordance with card organization rules and PCI DSS. Use of the Data Protection will not, on its own, cause you to be compliant or eliminate your obligations to comply with PCI DSS or any other Card

Organization Rule. You must also ensure that all third parties and software that you use for payment processing comply with the PCI DSS.

- (c) You must deploy Data Protection (including implementing any upgrades to such service within a commercially reasonable period of time after receipt of such upgrades) throughout your systems including replacing existing Card numbers on your systems with Tokens. Full Card numbers must never be retained, whether in electronic form or hard copy.
- (d) You must use the Token in lieu of the Card number for ALL activities subsequent to receipt of the authorization response including, settlement processing, retrieval processing, chargeback and adjustment processing and transaction reviews.
- (e) If you send or receive batch files containing completed Card transaction information to/from us, you must use the service provided by us to enable such files to contain only Tokens or truncated information.
- (f) You must use truncated report viewing and data extract creation within reporting tools provided by us.
- (g) You are required to follow rules or procedures we may provide to you from time to time regarding your use of Data Protection. We will provide you with advance written notice of any such rules or procedures or changes to such rules or procedures.
- (h) You will use only unaltered version(s) of Data Protection and will not use, operate or combine Data Protection or any related software, materials or documentation, or any derivative works thereof with other products, materials or services in a manner inconsistent with the uses contemplated in this section.
- (i) You will promptly notify us of a breach of any these terms.

38.5. Tokenization Limited Warranty. Subject to the terms of this Agreement, we (i) warrant that each token returned to you through Data Protection cannot be used to initiate a financial sale transaction by an unauthorized entity/person outside your point of sale systems and facilities where you process and/or store transaction data (the "Limited Warranty"); and (ii) agree to indemnify and hold you harmless from direct damages, including third party claims, resulting from our breach of the Limited Warranty. This express remedy for our breach of the Limited Warranty constitutes our entire liability and your sole and exclusive remedy for our breach of the Limited Warranty.

The Limited Warranty is void if (a) you use Data Protection in a manner not contemplated by, or you are otherwise in violation of, this Agreement or any other agreement relating to Cards eligible for Data Protection; (b) you are grossly negligent or engage in intentional misconduct; or (c) you no longer have a processing relationship with us.

38.6. Disclaimer; Clover Security Plus Does Not Guarantee Compliance or Security.

38.6.1. USE OF CLOVER SECURITY PLUS, SOFTWARE OR ANY EQUIPMENT (INCLUDING ANY SERVICES, SOFTWARE OR EQUIPMENT PROVIDED BY OR THROUGH A THIRD PARTY) IS AT YOUR OWN RISK AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THE CLOVER SECURITY PLUS, EQUIPMENT AND ANY SOFTWARE IS PROVIDED "AS IS" AND WE DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU OR ANY OTHER PERSON, INCLUDING ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE CLOVER SECURITY PLUS, EQUIPMENT OR ANY SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE OR THAT THE CLOVER SECURITY PLUS, EQUIPMENT OR SOFTWARE ARE SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR DO NOT INFRINGE THE RIGHTS OF ANY PERSON.

38.6.2. YOU MUST COMPLY WITH ALL RULES OR PROCEDURES RELATING TO CLOVER SECURITY PLUS (OR ANY COMPONENT OF CLOVER SECURITY PLUS) THAT WE GIVE YOU FROM TIME TO TIME. YOU MUST ALSO IMPLEMENT ALL UPDATES TO CLOVER SECURITY PLUS WITHIN A REASONABLE PERIOD OF TIME AFTER YOU RECEIVE THEM. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND/OR OTHERWISE PROTECTING YOUR DATA, SYSTEMS, AND SERVICE.

38.6.3. Use of Clover Security Plus does not (a) guarantee compliance with any laws, Rules, or applicable standards (including the PCI DSS), (b) affect your obligation to comply with laws, Rules, and applicable standards (including the PCI DSS), or (c) guarantee protection against a Data Incident. Your use of Clover Security Plus involves inherent risks, including system performance, availability, and data corruption. We make no promise, and disclaim all warranties of any kind, that the use of Clover Security Plus will detect all vulnerabilities on your system, or that our vulnerability assessments, suggested solutions, information, or advice is error-free or complete.

38.7. Intellectual Property Rights.

38.7.1. All right, title, and interest in and to all confidential information and intellectual property related to the Clover Security Plus (including the Marks, all Software, the content of any materials, web screens, layouts, processing techniques, procedures, algorithms, and methods and any updates, changes, alterations, or modifications to or derivative works from such intellectual property), owned, developed or licensed by us prior to, during the term of, or after this Agreement, or employed by us in connection with the Clover Security Plus, shall be and remain, as among the Parties or our Affiliates', our vendors' or our licensors' (as applicable) sole and exclusive property, and all right, title and interest associated with the Clover Security Plus, Equipment and Software not expressly granted by us in this Agreement are deemed withheld. You may not use our Marks in any manner, including in any advertisements, displays, or press releases, without our prior written consent.

38.7.2. You may not, nor may you permit any third party to do any of the following: (a) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code, underlying ideas or algorithms of the Clover Security Plus, Software or Equipment (or any part), except to the extent that such restriction is expressly prohibited by law; (b) modify, translate, or alter in any manner, the Clover Security Plus, Software or Equipment (or any part) or the Marks; (c) create derivative works of or based on the Clover Security Plus (or any part), Software or the Marks; (d) except for backup and archival purposes, directly or indirectly copy the Clover Security Plus or any Software (or any part); (e) republish, upload, post, transmit, disclose, or distribute (in any format) the Clover Security Plus or Software (or any part) except as permitted in this Agreement; or (f) remove, relocate, or otherwise alter any proprietary rights notices from the Clover Security Plus, Software or Documentation (or any part) or the Marks.

38.7.3. If we provide you with copies of or access to any Software or Documentation, unless otherwise expressly stated in writing, that Software and Documentation is provided on a personal, non-exclusive, non-transferable, non-assignable, revocable limited license for the period of your subscription to the applicable Clover Security Plus service and solely for you to access and use the Software and Documentation to receive the relevant Clover Security Plus service for its intended purpose on systems owned or licensed by you. Software can only be used with certain computer operating systems and it is your responsibility to ensure that you have the appropriate hardware and software to use the Software.

38.7.4. You shall not take any action inconsistent with the stated title and ownership in this Section 38. You will not file any action, in any forum that challenges the ownership of any part of the Clover Security Plus or any software, materials or Documentation. Failure to comply with this provision will constitute a material breach of this Agreement. We have the right to immediately terminate your access to and use of the Clover Security Plus in the event of a challenge by you.

38.7.5. If you are acquiring any of the Clover Security Plus services on behalf of any part of the United States Government (Government): any use, duplication, or disclosure by the Government is subject to the restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement; (b) we are the contractor/manufacturer, with the address set forth in this Agreement; and (c) any use, modification, reproduction, release, performance, display or disclosure of Clover Security Plus and/or the accompanying documentation by the Government or any of its agencies shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by this Agreement.

38.8. Software Updates, Maintenance and Changes.

38.8.1. We may perform maintenance on Software or Clover Security Plus which may result in service interruptions, delays, or errors. We will not be liable for any such interruptions, delays, errors, or bugs. You agree that we may contact you in order to assist you with the Software or Services and obtain information needed to identify and fix any errors. We may, at our discretion, release enhancements, improvements or other updates to any Software, or otherwise make any changes to the Clover Security Plus (or any part).

38.8.2. You acknowledge and understand that certain Software can automatically install, download, and/or deploy updated and/or new components, which may include a new version of the Software itself. You shall not, in any event or in any manner, impede the update process. You agree to assume full responsibility and indemnify us for all damages and losses, of any nature, for all adverse results or third party claims arising from your impeding the update process.

38.9. Accessing Services via the Internet or third parties. You agree that we shall not be liable to you for any claims, damages, losses, obligations, costs or expenses or other liability arising directly or indirectly from or otherwise concerning (a) any termination, suspension, delay or disruption of service (including billing for a service) by the internet, any common carrier or any third party service provider; (b) any failure, disruption or malfunction of the Clover Security Plus, the Internet, or any communications network, facility or equipment beyond our or a third party's reasonable control, whether or not attributable to one or more common carriers; or (d) any failure to transmit, obtain or collect data or for human, machine or software errors or faulty or erroneous input by you.

38.10. Access and Use of Services.

38.10.1. Unless we otherwise agree in writing, the Clover Security Plus shall be for your internal business use in the United States and US territories or possessions only.

38.10.2. You shall not and shall not permit any third party to: (a) access or attempt to access any of the Clover Security Plus service that is not intended to be available to you; (b) access or use (in any format) the Clover Security Plus (or any part) through any time-sharing service, service bureau, network, consortium, or other means; (c) without our advanced written consent, use, ship or access TransArmor (or any part) outside or from outside of the United States; (d) perform or attempt to perform any actions that would interfere with the proper working of any part of the Clover Security Plus, prevent access to or use of any of the Clover Security Plus by other users, or in our reasonable judgment, impose a large load on our infrastructure, network capability or bandwidth; or (e) use the Clover Security Plus (or any part) except as permitted in this Agreement.

38.10.3. We have the right to rely on user names, password and other sign on credentials/access controls for the Clover Security Plus or any Software (including

Federated Single Sign-on credentials) provided or approved by us to authenticate access to, and use of, the Services and any Software.

38.11. Indemnification. In addition to other indemnifications provided in this Agreement, you agree to indemnify and hold us, our Affiliates and third party service providers harmless from and against all losses, liabilities, damages and expenses arising from (a) your use of the Clover Security Plus, including any Software or Equipment provided under this Agreement; or (b) any other person's authorized or unauthorized access and/or use of the Clover Security Plus (or any part), Software or Equipment, whether or not using your unique username, password, or other security features.

38.12. Liability Waiver.

38.12.1. Subject to your subscribing to the entire Clover Security Plus bundle and to the terms of this Agreement, we agree to waive liability that you have to us under this Agreement for Security Event Expenses resulting from a Data Incident first discovered by you or us while you are receiving and utilizing the Clover Security Plus (the "Liability Waiver").

38.12.2. The maximum amount of Liability Waiver for all Data Incident Expenses arising out of or relating to your Data Security Events first discovered during any Program Year regardless of the number of such Data Security Events is as follows:

- a) \$100,000.00 maximum per each MID you have; and
- b) \$500,000 aggregate maximum for all of your MID's.

38.12.3. In addition to Section 38.11.2., the maximum amount of Liability Waiver during any TransArmor Program Year for EMV Upgrade Costs is further limited as follows:

- a) \$10,000 maximum per each MID you have; and
- b) \$25,000.00 aggregate maximum for all of your MID's.

These limitations apply during each twelve-month period from June 1 through May 31 regardless of the number of Data Incidents you may experience.

38.12.4. All Data Incident Expenses resulting from the same, continuous, related or repeated event or facts will be deemed to arise out of one Data Incident for purposes of these limits. The Liability Waiver is available only while you are using and paying for Clover Security Plus.

38.12.5. The Liability Waiver will not apply to any of the following: (a) any Data Incident that began before you started using Clover Security Plus or that is reported to us after you stopped using Clover Security Plus; (b) any fines or assessments against you that are not the direct result of a Data Incident; (c) any repeated Data Incidents, unless between the repeated events a qualified security assessor certified you as PCI-compliant; (d) any routine or recurring expenses for security assessments, regulatory examinations, or compliance activities; (e) any Data Incident that occurs during any period of time that (1) a Payments Organization has categorized you as a Level 1 or Level 2 merchant, or (2) you have processed more than 6 million transactions during the 12-month period before the Data Incident; (f) any expenses (other than Data Incident Expenses) incurred to bring you into compliance with the PCI DSS or a similar security standard; or (g) any Data Incident Expenses that arise out of an uncontrollable event or any intentional, reckless, or grossly negligent misconduct on your part.

38.13. Export Compliance

38.13.1. You agree not to export or re-export any Software or Equipment or any underlying information except in full compliance with all applicable laws and regulations.

38.13.2. None of the Software or Equipment or any underlying information may be downloaded or otherwise exported or re-exported (a) to any country to which the United States has embargoed goods (or any national or resident thereof); (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders; or (c) in any manner not in full compliance with the requirements of the United States Bureau of Industry and Security and all applicable Export Administration Regulations.

38.13.3. If you have rightfully obtained Software or Equipment or any underlying information outside of the United States, you agree not to re-export the same except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained it. You warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

38.14. Definitions:

- (a) **Card Organization Assessment** means a monetary assessment, fee, fine or penalty levied against you or us by a Card Organization as the result of (i) a Data Security Event or (ii) a security assessment conducted as the result of a Data Security Event; provided, that The Card Organization Assessment shall not exceed the maximum monetary assessment, fee, fine or penalty permitted upon the occurrence of a Data Security Event by the applicable rules or agreement in effect as of the inception date of this Agreement for such Card Organization;
- (b) **Cardholder Information** means the data contained on a Card, or otherwise provided to Client, that is required by the Card Organization or us in order to process, approve and/or settle a Card transaction;
- (c) **Card Replacement Expenses** means the costs that the we or you are required to pay by the Card Organization to replace compromised Cards as the result of (i) a Data Security Event or (ii) a security assessment conducted as the result of a Data Security Event;

(d) **Data Protection** is a Clover Security Plus service that provides encryption of cardholder data at your payment environment and replaces the data with a token or randomly generated number;

(e) **Clover Security Plus** is the suite of security services provided by us and known as TransArmor.

(f) **Data Security Event** means the actual or suspected unauthorized access to or use of Cardholder Information, arising out of your possession of or access to such Cardholder Information, which has been reported (i) to a Card Organization by you or us or (ii) to you or us by a Card Organization. All Security Event Expenses and Post Event Services Expenses resulting from the same, continuous, related or repeated event or which arise from the same, related or common nexus of facts, will be deemed to arise out of one Data Security Event;

(g) **Documentation** means any documents, instructions, web screen, layouts or any other materials provided by us relating to the Software or the Clover Security Plus;

(h) **Equipment** means equipment rented to or purchased by you under this Agreement and any documents setting out additional terms on which Equipment is rented to or purchased by you;

(i) **EMV Upgrade Costs** means cost to upgrade payment acceptance and processing hardware and software to enable you to accept and process EMV-enabled Card in a manner compliant with PCI Data Security Standards;

(j) **Forensic Audit Expenses** means the costs of a security assessment conducted by a qualified security assessor approved by a Card Organization or PCI Security Standards Council to determine the cause and extent of a Data Security Event;

(k) **Liability Waiver** has the meaning as set forth in Section 38.11.1 above;

(l) **Marks** means the names, logos, emblems, brands, service marks, trademarks, trade names, tag lines or other proprietary designations;

(m) **Post Event Services Expenses** means reasonable fees and expenses incurred by us or you with our prior written consent, for any service specifically approved by us in writing, including, without limitation, identity theft education and assistance and credit file monitoring. Such services must be provided by or on behalf of us or you within one (1) year following discovery of a Data Security Event to a Cardholder whose Cardholder Information is the subject of that Data Security Event for the primary purpose of mitigating the effects of such Data Security Event;

(n) **Program Year** means the period from November 1st through October 31st of each year;

(o) **Security Event Expenses** means Card Organization Assessments, Forensic Audit Expenses and Card Replacement Expenses. Security Event Expenses also includes EMV Upgrade Costs you agree to incur in lieu of a Card Organization Assessment;

(p) **Software** means all software, computer programs, related documentation, technology, know-how and processes embodied in the Equipment (i.e. firmware) or otherwise provided to you under this Agreement. For the avoidance of doubt, the term Software shall not include any third party software available as part of a service provided from someone other than us or our vendors or which may be obtained by you separately from the Clover Security Plus (e.g. any applications downloaded by you through an application marketplace);

(q) **TransArmor PCI** is a Clover Security Plus service that provides access to online PCI DSS Self-Assessment Questionnaires (SAQ) to validate PCI data standards; and

TransArmor Data Protection Service

38.15. The TransArmor Data Protection service encrypts cardholder data at the point of transaction and replaces it with a unique identifier (a token) that is returned with the authorization response. You must use the token you receive with the authorization response instead of the card number for all other activities associated with the transaction, including settlement, retrieval, chargeback, or adjustment processing as well as transaction reviews. If you fully deploy and use the TransArmor Data Protection service, the token returned to you with the authorization response cannot be used to initiate a financial sale transaction by an unauthorized person outside your point of sale systems or the systems where you store your transaction data. The TransArmor Data Protection service can only be used with a point of sale device, gateway, or service that we have certified as being eligible for the TransArmor Data Protection service. The TransArmor Data Protection Service is provided to you by Processor and not by Bank.

38.16. Use of the TransArmor Data Protection Service does not (a) guarantee compliance with any laws, Rules, or applicable standards (including the PCI DSS), (b) affect your obligation to comply with laws, Rules, and applicable standards (including the PCI DSS), or (c) guarantee protection against a Data Incident.

39. Special Provisions Regarding PayeezySM Gateway Services

If you elect to utilize the Payeezy Gateway Services, the following additional terms and conditions of this Section 39 shall apply:

The Payeezy Gateway Services are provided to you by Processor and not Bank. Bank is not a party to this Agreement insofar as it applies to the Payeezy Gateway Services, and Bank is not liable to you in any way with respect to such services. For the purposes of this Section 39, the words "we," "our" and "us" refer only to the Processor and not the Bank.

The Payeezy Gateway Services provided and other matters contemplated under this Section 39 are subject to the rest of this Agreement, as applicable, except to the extent the terms of this Section 39 directly conflict with another provision of this Agreement, in which case the terms of this Section 39 will control.

39.1. Definitions. Capitalized terms used in this Section 39 shall have the meaning given as defined in this Section or as defined in the Glossary or elsewhere in this Agreement.

Claim means any arbitration award, assessment, charge, citation, claim, damage, demand, directive, expense, fine, interest, joint or several liability, lawsuit or other litigation, notice, infringement or misappropriation of any Intellectual Property Right or violation of any law, and any consequential, indirect, special, incidental or punitive damages and any attorney's fees and expenses incurred in connection therewith. For purposes of the foregoing Claim definition, a Claim shall be considered to exist even though it may be conditional, contingent, indirect, potential, secondary, unaccrued, unasserted, unknown, unliquidated, or unmaturing.

Confidential Information means the Payeezy Gateway Services, Documentation, operational procedures, the terms and conditions of this Section 33 (including any schedule, exhibit or addendum), pricing or other proprietary business information, and any other information provided to you by us, whether or not such information is marked as confidential; provided, however, that Confidential Information will not include information that: (a) is or becomes generally known to the public through no fault of yours; (b) was lawfully obtained by you from a third party free of any obligation of confidentiality; (c) was already in your lawful possession prior to receipt thereof, directly or indirectly, from the disclosing party; (d) is independently developed by you without the use of the Confidential Information; (e) is disclosed with our express written permission; or (f) is disclosed pursuant to a lawful court or governmental order, provided you provide us with prompt prior written notice of any proceeding that may involve such an order, and an opportunity to contest any disclosure at such proceeding.

Customer means your customer who would like to provide payment for your goods or services.

Documentation means any and all manuals and other written materials in any form provided for use with the Software, as amended by us from time to time, the terms of which are incorporated in this Section 39 as if fully set forth herein.

Intellectual Property Rights means any and all patents, copyrights, trademarks, trade secrets, service marks, and any other intellectual property rights, and any applications for any of the foregoing, in all countries in the world.

Merchant Account shall mean an account set up for a merchant that requires a card processor, bank, merchant ID, terminal ID, merchant identification number, or otherwise named unique merchant number. Multiple physical or virtual storefronts that process transactions under the same unique merchant number shall be deemed as one (1) Merchant Account.

Payeezy Gateway Services or Services means the products or services offered through the Platform including, but, not limited to payment processing services such as authorization of transactions to the appropriate payment processing network or third party service provider, transaction responses (approved, declined), and the detailed reporting of those transactions, and all related and applicable Software.

Platform means our operated, or approved, electronic payment platform(s) and/or gateway(s) (also referred to as the "Payeezy Gateway") through which the payment Services contemplated under this Section 39 are provided.

Software means all applications, protocols, software components and other interfaces and software provided by us to you pursuant to this Section 39, and any and all Updates.

Updates means an embodiment of the Software that provides enhancements and/or improvements.

Your Systems means any web site(s) or interfaces to the Services that are operated or maintained by you or on your behalf through which transactions are submitted for processing, and all your other associated systems.

39.2. Fees. Client shall pay Processor the fees for the Payeezy Gateway Services as set forth on the Application. A separate account with us for Payeezy Gateway Services shall be required for each separate Merchant Account held by you.

39.3. Term; Termination. The Payeezy Gateway Services shall commence as of the effective date of this Agreement and shall remain in effect until terminated by either party as provided herein. Either party may terminate these Services upon giving the other party at least thirty (30) days prior written notice. We may suspend or terminate your access to the Services without prior notice, with or without cause. Regardless of the reason for termination, you shall be responsible for the payment of all fees due up to and including the effective date of termination.

39.4. License Grant.

39.4.1. License. Subject to the terms and conditions of this Agreement (including additional rights and licenses granted in the Documentation), we hereby grant you and you hereby accept a nonsublicensable, royalty free, non-exclusive, nontransferable, revocable limited license to use the Services, during the term of this Agreement, for the sole and limited purpose of submitting payment transactions to us for processing, and otherwise using our Services as set forth herein. For clarity, all references to Services in this Agreement shall include the applicable Software.

39.4.2. Documentation License. Subject to the terms and conditions of this Agreement, we hereby grant, and you hereby accept, a nonsublicensable, royalty free, non-exclusive, non-transferable, revocable limited license to use the Documentation during the term of this Agreement for the sole and limited purpose of supporting your use of the Services. You shall strictly follow all Documentation provided to you, as it may be amended from time to time by us, in our discretion. To the extent that there is any conflict between the Documentation and the terms of Agreement, the terms of this Section 39 shall govern and control.

39.4.3. Use Restrictions. You acknowledge that the Services and Documentation constitute our intellectual property, therefore, you shall not, and shall not cause or permit any third party to: (i) use the Services in any way, other than in accordance with this Agreement or the Documentation or as otherwise instructed by us in writing; (ii) use the Services or Documentation, either directly or indirectly, for benchmarking purposes or to develop any product or service that competes with the products and services provided under this Section 39; (iii) disassemble, decompile, decrypt, extract, reverse engineer or modify the Services, or otherwise apply any procedure or process to the Services in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Services or any algorithm, process, procedure or other information contained in the Services, except as otherwise specifically authorized in accordance with this Section 39; (iv) provide the Services or Documentation to any third party, other than to your authorized employees and contractors who are subject to a written confidentiality agreement, the terms of which are no less restrictive than the confidentiality provisions of the Agreement; (v) use, modify, adapt, reformat, copy or reproduce the Services or Documentation or any portion thereof, except as is incidental to the purposes of this Section 39, or for archival purposes (any copies made hereunder shall contain all appropriate proprietary notices); (vi) rent, lease, upload, assign, sublicense, transfer, distribute, allow access to, or time share the Services or Documentation; (vii) circumvent or attempt to circumvent any applicable security measures of the Services; (viii) attempt to access or actually access portions of the Platform or Services not authorized for your use; and/or (ix) use the Services in any unlawful manner or for any unlawful purpose.

39.4.4. Updates. From time to time we may, at our discretion, release Updates or modify the Software. In the event we notify you of any such Update, you shall integrate and install such Update into Your Systems within thirty (30) days of your receipt of such notice. You acknowledge that failure to install Updates in a timely fashion may impair the functionality of the Platform or any of our Services provided hereunder. We will have no liability for your failure to properly install the most current version of the Software or any Update, and we will have no obligation to provide support or Services for any outdated versions.

39.4.5. Licensors. The licenses granted hereunder may be subject to other licenses currently held by us or our subcontractors. Should any license held by us to certain technology or software be terminated or suspended, the corresponding license(s) granted to you hereunder may also be terminated or suspended in our sole and absolute discretion. You acknowledge and agree to such potential termination or suspension and hereby waive any and all damages, whether actual, incidental or consequential resulting therefrom.

39.4.6. Export Compliance. You agree not to export or re-export the Software or any underlying information or technology except in full compliance with all applicable laws and regulations. In particular, but without limitation, none of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported (i) to any country to which the United States has embargoed goods (or any national or resident thereof); (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders; or (iii) in any manner not in full compliance with the requirements of the United States Bureau of Industry and Security and all applicable Export Administration Regulations. If you have rightfully obtained the Software outside of the United States, you agree not to re-export the Software except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained the Software. You warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

39.4.7. Federal Acquisition Regulations. If you are acquiring the Software on behalf of any part of the United States Government (the "Government"), the following provisions apply: Any use, duplication, or disclosure by the Government is subject to the restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. We are the contractor/manufacturer, with the address set forth below. Any use, modification, reproduction, release, performance, display or disclosure of the Software and/or the accompanying documentation by the Government or any of its agencies shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Section 39.

39.4.8. Return/Destruction. Upon termination or expiration of this Agreement, all licenses granted hereunder shall immediately terminate, and within five (5) days thereof, you shall either return to us or destroy the Software and the Documentation, and shall so certify to us in writing.

39.4.9. No other Licenses. Except as expressly provided above, no license for any patents, copyrights, trademarks, trade secrets or any other Intellectual Property Rights, express or implied, are granted hereunder.

39.4.10. Use of Transaction Data. As permitted by applicable law and regulations, we reserve the right to copy and distribute to third parties, any information associated with your use of the Services or your activities on the Platform.

39.5. Platform Matters

39.5.1. Integration with Your Systems. While we provide Software to you, you acknowledge that the Software itself is insufficient to allow Your Systems to function with the Platform. Programming, development and maintenance of Your Systems and their functionality are your sole responsibility. You have the sole responsibility to select and employ any competent programming agent(s) to accomplish the programming required to make Your Systems function correctly with the Platform and the payment services contemplated hereunder ("Integration"). You shall be responsible for all technical support for Your Systems and Integration related issues. You agree that you will use commercially reasonable efforts to complete the Integration as soon as possible. You will be responsible for all of your own development and implementation costs associated with such Integration. Notwithstanding any other provision of this Section 39, you acknowledge that unless and until you complete the Integration, no Services need be provided by us to you pursuant to this Agreement, except as otherwise specifically provided in Section 39.5.2 below. In addition, you acknowledge and agree that, even if you have completed Integration, if you have not entered into a valid merchant processing agreement with an authorized bank card processor, you cannot receive the Services through the Platform.

39.5.2. Set-Up Assistance Services. Subject to Section 39.5.1 above, upon your request to us, and upon payment of any applicable Fees, we will provide you with set-up services to assist with the Integration.

39.5.3. Shut Downs. We reserve the right, from time to time, without prior notice, to shut down and restart the Platform for maintenance and/or software upgrades for reasonable time periods of one minute or more.

39.5.4. Orders by Customers. You are solely responsible for accepting, processing, and filling any orders for purchases by your Customers, and for handling any inquiries arising therefrom. You shall use the highest standards in the industry in responding to complaints by Customers. We are not responsible or liable for any unauthorized access to your data or Your Systems by any means or device.

39.5.5. Suspension of Access to the Platform and Services. We may suspend your access to the Platform and Services, without prior notice, with cause. For purposes of this Section 39 the term "cause", in addition to cause as defined under the Agreement, shall mean that significant activity by you has been detected (which excludes a high volume of transactions) or the security or integrity of the Platform is materially compromised. We will make commercially reasonable efforts to provide prior notification to you of any such proposed suspension and provide you with a reasonable opportunity to cure, provided just you (and no other user) are affected, and provided such cure is allowed by the applicable law or the Card Organization Rules. If prior notification to you is not possible because such significant activity or security issue would materially and adversely affect other users of the Platform and Services, then we will provide notice of such suspension as promptly as possible thereafter with detailed information regarding the suspected fraudulent activity or security issue, as well as any other information that can assist you with identifying the root cause of the problem responsible for such suspension. Upon a determination by us that you are not responsible for the fraudulent activity or security issue resulting in the suspension or any security threat as abated, the Services and your license to the Software shall be promptly re-activated and the Services under this Section 39 shall recommence. Regardless of the reason for such suspension, you shall be responsible for the payment of all fees due up to and including the effective date of the suspension.

39.6. Security of Information. We will use commercially reasonable efforts to maintain the security of the Services and the Platform. You will use commercially reasonable efforts to maintain the security of Your Systems. Such steps by you will be taken at your sole cost and expense, and shall include, without limitation: (i) creating firewalls to protect against unauthorized access to Your Systems by your employees, contractors, Customers, or by any other person; and (ii) implementing reasonable protective techniques suggested by us. You further agree that you will be bound by and comply with all of our and all Card Organization security rules and regulations as they now exist or as each may be amended or supplemented from time to time. Notwithstanding the foregoing, the parties recognize that there is no guarantee or absolute security of information that is communicated over the internet.

39.7. Privacy. We have adopted online Privacy Statement(s) to inform individuals as to our online collection and use of personal information. You agree that, during the term of this Agreement, you will adequately communicate and comply with an appropriate privacy policy explaining your online collection and use of the personal information of your Customers. Unless required by law, Card Organization Rules, or done pursuant to this Agreement, you shall not, under any circumstances, sell, purchase, provide, or otherwise disclose any customer's account information, transaction information, or other personal information to any third party. You shall store all data securely. We may advise potential users of the services that we have a relationship with you.

39.8. Audit Rights. Upon notice to you, we may audit your usage, records and security of the Services, your Customer's payment processing information, and the services provided hereunder to ensure (i) that you are using the Services in full compliance with the provisions of this Section 39; (ii) that all applicable fees have been paid; (iii) that you are adhering to your privacy policy; and; (iv) that you are in full compliance with all applicable laws, regulations and rules (including but not limited to Card Organization Rules). Any

such audit shall be conducted during regular business hours at your offices and shall not interfere unreasonably with your business.

39.9. Indemnification. You shall indemnify, defend, and hold us, our subsidiaries and affiliates and our and their officers, directors, employees, shareholders, agents and attorneys from any Claim(s) arising from the conduct of your business, any Transactions submitted through the Platform hereunder for payment processing, any false or inaccurate representation made by you or the negligence, fraud, dishonesty or willful behavior of any of your employees or agents, or from your failure to strictly comply, in whole or in part, with any: (i) terms and conditions pursuant to this Agreement and any addenda hereto or Documentation; or (ii) applicable law, regulations or rules. Upon written notice from us to you, you shall immediately undertake the defense of such Claim by representatives of your own choosing, subject to our reasonable approval.

39.10. Limitation of Liability.

39.10.1. Processor is not liable for the merit and legitimacy of the orders forwarded by you. All liability for validity of orders remains with you. We are not responsible for any data entry errors, Customer misrepresentations, or reporting errors resulting from your actions. We shall not be liable to you or your Customer for the accuracy of the information provided by the Platform or our Services.

39.10.2. In no event shall we be liable to you, or to any other person or entity, under this Section 33, or otherwise, for any punitive, exemplary, special, incidental or consequential damages, including, without limitation, any loss or injury to earnings, profits or goodwill.

39.10.3. Notwithstanding any provision in this Agreement to the contrary, in no event shall our liability under this Section 39 for all Claims arising under, or related to, this Section 33 exceed, in the aggregate (inclusive of any and all Claims made by you against us, whether related or unrelated), the lesser of: (i) the total amount of fees paid by you for the our Services during the 12-month period immediately preceding the date the event giving rise to such Claim(s) occurred; or (ii) \$50,000.00.

39.10.4. Notwithstanding provisions set forth herein, we will not be liable for any Claims under this Agreement arising directly or indirectly from or otherwise concerning: (a) any termination, suspension, delay or disruption of service (including billing for a service) by the Internet, any common carrier or any third party service provider; (b) any failure, disruption or malfunction of the Services provided hereunder or the Internet, or any communications network, facility or equipment beyond our reasonable control, whether or not attributable to one or more common carriers or third party service providers; (c) any failed attempts by you or your Customers to access any Systems or to complete processing transactions; or (d) any failure to transmit, obtain or collect data from Customers or for human, machine or software errors or faulty or your or your Customer's erroneous input. Except as expressly agreed to by us in writing with respect to any Separate Product, we are not liable for any Excluded Products.

39.11. DISCLAIMER OF WARRANTIES. YOU ACKNOWLEDGE AND AGREE THAT THE USE OF THE PAYEEZY GATEWAY SERVICES AND DOCUMENTATION ARE AT YOUR SOLE RISK WE MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND NO IMPLIED AT LAW WARRANTY SHALL ARISE FROM THIS SECTION, PAYEEZY GATEWAY SERVICES, DOCUMENTATION, OUR PROCEDURES, OTHER SERVICES PROVIDED OR PERFORMED BY US HEREUNDER, INCLUDING, WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) ANY WARRANTIES OF NONINTERFERENCE OR NON-INFRINGEMENT; OR (C) ANY WARRANTIES THAT ANY PRODUCT OR SERVICE PROVIDED HEREUNDER (INCLUDING BUT NOT LIMITED TO THE SOFTWARE) WILL (1) MEET YOUR REQUIREMENTS; (2) OPERATE ACCORDING TO YOUR EXPECTATIONS; (3) PROVIDE ACCURATE DATA; OR (4) OPERATE UNINTERRUPTED OR ERROR FREE. ANY AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED BY US AND WAIVED BY YOU. WE DO NOT WARRANT THAT ANY ERRORS WILL BE CORRECTED. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, THE PAYEEZY GATEWAY SERVICES, (INCLUDING WITHOUT LIMITATION THE PAYEEZY GATEWAY AND SOFTWARE), DOCUMENTATION AND OTHER SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS-IS, WITH ALL FAULTS" BASIS. THIS DISCLAIMER OF WARRANTIES CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. All decisions to reject any processing transaction or payment for your products or services are solely your responsibility.

39.12. Notices. You agree to notify us of any change in your name, type of business, or any other information required on your Merchant Processing Application at least thirty (30) business days prior to the effective date of change. Any notice or other communication required or permitted to be given hereunder shall be in writing, addressed or transmitted to the party to be notified at such party's address or number at such party's last known address or number, and shall be: (i) if sent by us, hand delivered or delivered by facsimile transmission, overnight courier or certified, registered, regular mail or e-mail; or (ii) if sent by you, certified or registered mail, postage prepaid return receipt requested to 3975 N.W. 120th Avenue, Coral Springs, FL 33065. Any notice delivered hereunder shall be deemed effective, as applicable, upon delivery, if hand delivered or sent by overnight courier; upon receipt as evidenced by the date of transmission indicated on the transmitted material, if by facsimile transmission or e-mail; on the date of delivery indicated on the return receipt, if mailed by certified or registered mail; or ten (10) days after mailing, if by regular mail (or as otherwise required by applicable law). The parties' addresses may be changed by written notice to the other party as provided herein.

39.13. Subcontractors. Processor may subcontract all or part of the Services using a variety of providers globally, but, notwithstanding any such subcontract, Processor shall remain fully responsible for performance of the Services, including ensuring the compliance of subcontractors with the terms of this Agreement applicable to such subcontractors.

39.14. Survival. Upon termination or expiration of this Section 39 or the Agreement, a party's obligations shall cease except for those remaining or required to be performed following such termination. For the avoidance of doubt, the parties agree that those provisions of this Section that logically should survive its termination or expiration in order to accomplish its fundamental purposes will do so. All representations, warranties, indemnities and covenants made herein shall survive the termination of this Section and shall remain enforceable after such termination.

40. Special Provisions Regarding PayeezySM WebStore Services

If you elect to utilize the Payeezy WebStore Services, you will be asked to electronically "click to agree" to terms and conditions that are substantially similar to the terms and conditions set forth below.

The Payeezy WebStore Services are provided to you by Processor and not Bank. Bank is not a party to this Agreement insofar as it applies to the Payeezy WebStore Services, and Bank is not liable to you in any way with respect to such services. For purposes of this Section 40, the words "we," "our" and "us" refer only to the Processor and not the Bank. The Payeezy WebStore Services provided and other matters contemplated under this Section 40 are subject to the rest of this Agreement, as applicable, except to the extent the terms of this Section 40 directly conflict with another provision of this Agreement, in which case the terms of this Section 40 will control.

40.1. Definitions. Capitalized terms used in this Section 40 shall have the meaning given to such terms as set forth in this Section 40.1 or as defined elsewhere in this Section 40.

"Merchant WebStore" is the online store that you create using the Payeezy WebStore Services.

"Payeezy Gateway Services" means the products or services offered through Processor's electronic payment platform, as described in Section 39.

"Payeezy WebStore Services" or **"Services"** means a collection of tools and resources to design and manage a Merchant WebStore.

40.2. Agreement and Acceptance of the Terms. The Payeezy WebStore Services provides merchants with a collection of tools and resources to design and manage an online store. The Services are part of our e-commerce platform, called **"Payeezy"**, and they assist merchants with creating their Merchant WebStore, selling products, processing orders and they also provide access to an array of online functionalities for the Merchant WebStore.

Before you utilize the Services, you must "click to agree" to the Merchant Terms of Service Agreement (the **"Terms"**). The Terms form a legally binding contract between you and Processor in relation to your use of the Services. You represent and warrant that you have the right and authority to bind your business to these Terms and you are not barred or otherwise legally prohibited from accessing or using the Services. You also authorize Processor to rely on any instructions provided by or agreements entered into with any persons to whom you grant permission to access and use the Services. For the avoidance of doubt, the terms "you" or "your" shall refer to your business.

40.3. Eligibility. Use of the Services is void where prohibited. By using the Services, you represent and warrant that your use of the Services does not violate any applicable law or regulation. In order to create and customize your Merchant WebStore, using the Services, you must first complete the steps necessary to use the Payeezy Gateway Services (the **"Payeezy Gateway Application Process"**). If you have not completed the Payeezy Gateway Application Process, you will be automatically directed to that application process after you "click to agree" to these Terms. If you are currently using our payment gateway, after you "click to agree" to these Terms, you will be sent an email that contains a link to your Merchant WebStore and the administrative panel or **"Dashboard"** that assists you in creating your Merchant WebStore.

40.4. WebStore Creation, Design and Operation

40.4.1. Creating Your Merchant WebStore. Subject to the eligibility requirements in the preceding Section, upon receipt of the link to your Merchant WebStore and the Dashboard, you will have access to all the tools and resources (including Third Party Content, defined below) to create and customize your Merchant WebStore. The link to your Merchant WebStore will show your domain name that Processor has created and assigned to you for the duration of your subscription (ex: yourstore.payeezywebstore.com). You can choose to create a unique URL for your Merchant WebStore.

40.4.2. Operating Your Merchant WebStore. You are solely responsible for all activity that occurs on your Merchant WebStore. Although Processor is the host of your Merchant WebStore, you are solely responsible for the Content, defined below, on your Merchant WebStore, including but not limited to branding (trademarks and logos), images and the accuracy of such Content. Processor shall have no responsibility or liability for any claims, costs or expenses (including refunds) associated with the operation of your Merchant WebStore.

You are solely responsible for maintaining the security of your Merchant WebStore. You accept sole responsibility for selecting and safeguarding your Merchant WebStore URL as well as any account numbers, passwords, security questions and answers, login details and any other security access information used by you to use or access the Services and/or your

Merchant WebStore. You must prevent unauthorized access to and use of such information as well as unauthorized access to and use of your Merchant WebStore. You agree to immediately notify Processor in writing of any unauthorized uses of the Services and your Merchant WebStore or any other breach of security. Processor cannot and will not be liable for any loss or damage from your failure to comply with this security obligation and has the right to rely on your access controls for your Merchant WebStore.

As the host of your Merchant WebStore and provider of your payment gateway, Processor will have access to all information and data about your Merchant WebStore and may use that information and data for its own business purposes. You will in no way restrict Processor's access or impede Processor's ability to use, collect or disclose such information and data (as more specifically described in the Privacy Statement, defined below).

40.4.3. Your Obligations to Your Customers. You are solely responsible for your customers' access and use of your Merchant WebStore. Processor will in no way be responsible for any claims, disputes or complaints from your customers. We will provide you with a privacy statement for your Merchant WebStore, see Paragraph 34.5 below, but you are responsible for creating and including all other disclosures for your Merchant WebStore. You are solely responsible for disclosing the following information to your customers:

- Your contact information for customer service issues.
- Your billing, tax and shipping policies.
- Your refund, return and exchange policies.
- All other disclosures and disclaimers required by applicable law or regulation.

Be advised that Processor will not be liable for any loss or damage from your failure to disclose terms to your customers or from your failure to disclose the information listed above.

40.4.4. Failure to Comply with this Section. If you fail to comply with this Section or your Merchant WebStore does not comply with this Section, Processor shall have the right to terminate your use of the Services and suspend or permanently remove your Merchant WebStore, in its sole discretion, and you will not be entitled to damages or reimbursement.

40.5. Privacy

40.5.1. Your Privacy. We understand that your privacy is important. We have developed an Online Privacy Statement (**"Privacy Statement"**) that is located on your Dashboard. The Privacy Statement describes how we collect, use and disclose information related to the Services and your Merchant WebStore. Please review the Privacy Statement as your agreement to these Terms and your use of the Services will constitute your agreement to the Privacy Statement. You will not be asked to disclose your personal information when you create your Merchant WebStore nor will Processor require that you submit additional information to create your Merchant WebStore as all required information will have been provided when you completed the Payeezy Gateway Application Process, which is subject to its own privacy statement. Be advised that by using the Services, we may send you messages via email, including service-related announcements, notices (including any notices required by law), changes to features of the Service and special offers. The Services may allow you to share your personal information and activity on the internet (including blogs and social media sites, such as Facebook, Twitter, Google+, etc). You will need to take specific action for this to occur. Processor disclaims any and all liability and responsibility for any consequences (including, but not limited to, unforeseen consequences) of sharing (whether intended or unintended) your personal information.

40.5.2. Your Customer's Privacy. On the home page of your Merchant WebStore (and on any additional page where your customer may provide personal information), we will include a link to a privacy statement that clearly describes your permitted use of your customer's information as well as our use of such information. Such privacy statement will be substantially similar to the Privacy Statement on your Dashboard. You may separately disclose your additional use of your customer's information, however, in no event will you be permitted to delete or revise the privacy statement that we provide on your Merchant WebStore.

40.5.3. Failure to Comply with this Section. If you fail to comply with this Section or your Merchant WebStore does not comply with this Section, Processor shall have the right to terminate your use of the Services and suspend or permanently remove your Merchant WebStore, in its sole discretion, and you will not be entitled to damages or reimbursement.

40.6. Description of Services. To assist you with creating your Merchant WebStore, Processor will provide you with Services that include, but are not limited to:

- Creation and design assistance.
- Shopping cart.
- Data storage and inventory management.
- Marketing and analytics.
- Sharing and linking of media and/or document files.

The Services are provided AS IS and Processor may change, suspend or discontinue any or all of the Services (including any Third Party Content) for any reason, at any time and at its sole discretion. Processor may also (i) add additional Services and will provide you with notice of such new Services via email or in connection with your use of our payment gateway; (ii) charge an additional fee for certain Services, which will be communicated to you when you elect to use such Services; and (iii) impose limits on all or any of the Services or restrict your access to parts or all of the Services without notice or liability to Processor.

40.7. Your Access to and Use of the Services.

40.7.1. Services Restrictions. Processor hereby grants you permission to use the Services pursuant to the Terms and, in connection with your access to and use of the Services, you agree to the following:

- You will not attempt to gain unauthorized access to any portion or feature of the Services by hacking, password “mining” or any other illegitimate means.
- You will not probe, scan or test the vulnerability of any network connected to the Services, nor breach the security or authentication measures on any network or systems connected to the Service.
- You will not use any device, software or routine to interfere or attempt to interfere with Processor’s access to your Merchant WebStore and the information and data on your Merchant WebStore.
- You will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Services or with any other user’s use of the Services.
- You will not access or use the Services or accept the Terms if you are a person who is either barred or otherwise legally prohibited from accessing or using the Services.
- You accept sole responsibility for all of your activities using the Services, including your conduct and your customer’s conduct on your Merchant WebStore and any and all Content you may submit, post or share on your Merchant WebStore. You will not use the Services for any unauthorized or illegal purpose. You will be responsible for ensuring that you do not violate any laws of your jurisdiction, including but not limited to copyright laws.
- You will not use the Services, among other things, to:
 - harm minors in any way;
 - impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or an entity;
 - advertise, sale, post, or otherwise make available any Content that is illegal or violates any local, state, federal, or foreign law or regulation;
 - advertise, sale, post, or otherwise make available any Content that is false, unethical, obscene, defamatory, threatening, harassing, hateful, racially or ethnically offensive;
 - advertise, sale, post, or otherwise make available any Content that encourages conduct that would be considered a criminal offense or encourages the use of drugs or alcohol;
 - advertise, sale, post, or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
 - advertise, sale, post or otherwise make available any “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation; including, “spamming” to promote your Merchant WebStore or Content, or engaging in unethical marketing, advertising, any other practice connected in any way to “spam” including, sending Content or emails which do not comply with the CAN-SPAM Act of 2003;
 - advertise, sale, post, upload or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; and
 - intentionally or unintentionally violate, attempt to violate, or avoid any applicable ICANN regulation or policy.

40.7.2. Failure to Comply with this Section. Processor reserves the right to investigate you, your business, and/or your owners, officers, directors, managers and other principals, your Merchant WebStore, and the Content on your Merchant WebStore. These investigations will be conducted solely for Processor’s benefit, and not for your benefit or that of any third party. If the investigation reveals any information, act, or omission, which in Processor’s sole opinion constitutes a violation of any local, state, federal law or regulation or the Terms, Processor may immediately suspend or terminate your use of the Services and/or suspend or permanently remove your Merchant WebStore. Processor will notify you of any such action and you agree to waive any cause of action or claim you may have against Processor for such action.

40.8. Content: Your Content, Processor Content and Third Party Content. “Content” means data, text, images, photographs, graphics, audio, video, offers, products, services, and documents including, without limitation, marketing materials, product data sheets, and other information and content available on or through or submitted on or through your Merchant WebStore.

40.8.1. Your Content. In connection with your use of the Services, you are permitted to upload Content on your Merchant WebStore (“Your Content”) and host, share, and/or publish Your Content. By uploading Your Content onto your Merchant WebStore, you agree (i) to allow other internet users to view your Merchant WebStore and Your Content; (ii) to allow Processor to display and store Your Content; and (iii) that Processor can, at any time, review all of Your Content submitted by you. You retain all ownership over Your Content that you upload to your Merchant WebStore and you are solely responsible for the compliance of Your Content and your Merchant WebStore with applicable laws, regulations and the Terms. In connection with such compliance, you agree that you will not:

- Submit material that is copyrighted or otherwise subject to third party proprietary rights, unless you are the owner of such rights or have permission from the rightful owner to post the Content and grant Processor all license rights granted herein;

- Upload or post false information or misrepresentations that could damage Processor or any third party;
- Violate the restrictions in Paragraph 40.7 above, including, uploading or posting unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially/ethnically offensive Content or Content that encourages conduct that would be considered a criminal offense, that would give rise to civil liability, that would violate any law, that would encourage the use of alcohol or drugs or is otherwise inappropriate.

You understand that Your Content is your sole responsibility and Processor does not control the Content posted on your Merchant WebStore and, therefore, does not guarantee the accuracy, integrity, ownership or quality of such Content. Processor does not claim any intellectual property rights over Your Content and Your Content remains yours; however, with respect to Your Content that you upload or post, the uploading/posting of such Content shall be deemed and considered a license to Processor to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content. Such license shall be terminated only upon your removal of Your Content or Merchant WebStore (either by you or by Processor).

While Processor is not responsible for and does not review Your Content, Processor reserves the right to delete any such Content that Processor, in its sole discretion, deems unacceptable for any reason and with no need to provide explanation. Processor does not endorse Your Content or any opinion, recommendation or advice expressed on your, or any, Merchant WebStore and Processor expressly disclaims any and all liability in connection with Your Content.

40.8.2. Processor Content. The Services also contain Content provided by Processor, including, without limitation, text, images and logos (“Processor Content”). Processor Content is protected by copyright, trademark, patent, trade secret and other laws, and Processor owns and retains all rights in the Processor Content and the features and functionality of the Services. Processor hereby grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to reproduce and display the Processor Content (excluding any software code) solely for your use in connection with utilizing the Services and creating your Merchant WebStore. Processor Content is provided to you AS IS and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any purposes whatsoever without the prior written consent of Processor (or the respective owners if such consent is required).

40.8.3. Third Party Content and WebStore Designs Templates. Processor may provide you with access to certain Content such as pictures, fonts, graphical items and designs which has been created by or is subject to proprietary rights of third parties (“Third Party Content”). Third Party Content is provided to you AS IS and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any purposes whatsoever without the prior written consent of Processor (or the respective owners if such consent is required).

Third Party Content may include design templates that have been created by third party designers for Processor. Design templates are made available to you via your Payeezy WebStore Dashboard and give you the ability to establish the appearance of your Merchant WebStore by using certain templates or themes. When you use a design template for your Merchant WebStore, you are granted a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to use it for a single store only. You may transfer the design template to a second store, if you close your first store. You are not permitted to transfer or sell a design template to any other Merchant’s WebStore or any other website. You may modify the design template to suit your Merchant WebStore. Processor may modify any design template at any time, for any reason, including to incorporate technical changes and updates. The intellectual property rights of the design template will remain the property of Processor. If you violate the rights granted to you by your use of a design template, Processor may take legal action against you, which may result in modifying or closing your Merchant WebStore.

40.8.4. Content, in general. With respect to Content (excluding Your Content), you shall: (i) not take any action of reverse engineering, decompiling, disabling, circumventing or disassembling of Content; (ii) not restrict use of any Content or enforce limitations on use of the Services or any Content; (iii) not make any modification, duplicate, copy, distribute, sublicense, retransmit, create derivative works from or resale such Content, except as specifically provided and allowed by Processor or these Terms; and (iv) not use the Content in a manner that is inconsistent with the restrictions set forth in these Terms, as may be updated from time to time.

With respect to all Content (including Your Content), you acknowledge and agree that Processor shall have the right, at any time, at its sole and exclusive discretion to: (i) disable access to Content; or (ii) demand that you immediately remove Content from your Merchant WebStore. If you do not obey such demand and you do not remove the Content from your Merchant WebStore within no later than 24 hours from the time in which Processor issued the demand, Processor shall have the right to terminate your use of the Services and suspend or permanently remove your Merchant WebStore, in its sole discretion, and you will not be entitled to damages or reimbursement. In the event of actual or suspected infringement activity on your Merchant WebStore, Processor will remove Content (including Your Content) without prior notice and Processor reserves the right to terminate your access to the Services or permanently remove your Merchant WebStore, in its sole discretion.

40.9. Fees and Payment. All fees related to Services are charged monthly, in conjunction with your payment gateway charges. All fees are exclusive of all taxes, levies, or duties

imposed by taxing authorities; however, you remain responsible for payment of any such taxes, levies, or duties that might be applicable to your use of the Services or the operation of your Merchant WebStore. All prices and fees are non-refundable. Processor expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications shall be communicated to you as set forth in your payment gateway documentation.

40.10. Term; Termination. After you “click to agree” to these Terms, you may continue to use the Services for as long as you use our payment gateway. The Terms will automatically terminate when your use of the payment gateway expires or terminates. We reserve the right, in our sole discretion, to reject, refuse to post or remove any Content posted by you, or to deny, restrict, suspend, or terminate your access to all or any part of the Services at any time, for any or no reason, with or without prior notice or explanation, and without liability. We expressly reserve the right to remove your Merchant WebStore and/or deny, restrict, suspend, or terminate your access to all or any part of the Services if we determine, in our sole discretion, that you have violated the Terms, pose a threat to us, our suppliers, other merchants and/or other users of the Services or for any other purpose we determine in our sole discretion.

While we look forward to providing you with excellent service for a long period of time, you may cancel your use of the Services (and we will delete your Merchant WebStore) at any time and for any reason, upon receipt of your notice of cancellation.

Upon termination or cancellation of the Services: (i) your Merchant WebStore will be immediately deleted and you will only be obligated to pay the fees owed during the month of such termination (ex: if you terminate on June 16th, you will be responsible for all fees owing in June and your obligation to pay fees will end on June 30th).

40.11. Intellectual Property Rights.

40.11.1. Processor IP Rights. In addition to our rights in Content, described in Paragraph 34.8 above, all right, title and interest (including copyrights) in and to the Services (which includes all information and data related to transactions on your Merchant WebStore) are owned by or licensed to Processor and its Affiliates, who reserve all rights in law and equity not expressly granted to you under the Terms, including Paragraph 34.8 above. To the best of our knowledge, we only use intellectual property which is allowed and permitted for use by the owners of the copyrights and other intellectual property rights therein.

The Payeezy name, Payeezy logo, and other Processor trademarks, service marks, graphics, and logos used in connection with the Services are trademarks or registered trademarks of Processor or its Affiliates in the U.S. and/or other countries. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks other than in respect of your use of the Services.

40.11.2. Your IP Rights. Subject to Processor's license and rights granted in Paragraph 34.8, all right, title and interest in and to Your Content are owned by or licensed to you.

40.11.3. Copyrights. Processor does not permit copyright infringing activities and infringement of intellectual property rights with respect to the Services and your Merchant WebStore and Processor will remove all infringing Content if properly notified that such Content infringes on another's intellectual property rights.

Processor respects the intellectual property rights of others, and it is our policy to respond to claims of alleged infringement that complies with the Digital Millennium Copyright Act (the “DMCA”). If you believe that your work has been copied in a way that infringes your copyrights, please contact us and provide all relevant details, including the exact location of the material claimed to be infringing your rights, reasonable evidence of such pleaded rights, and any other information as may be required.

40.12. Warranties; Limitation of Liability.

40.12.1. Your Warranties. You represent and warrant that the products and services that are made available to your customers on your Merchant WebStore comply with all applicable law or regulation in any jurisdiction in or to which you are making the products and services available and you have all necessary licenses and permits in place to engage in the advertising and provision of the products and services on your Merchant WebStore. You represent and warrant that you are not currently subject to an order, litigation or investigation by any federal, state, local or international regulatory or law enforcement organization arising out of or relating to your activities and your Merchant WebStore.

40.12.2. Processor's Disclaimer of Warranties. The Services and Content are provided on an “as is” and “as available” basis. Processor expressly disclaims all warranties of any kind, whether express or implied, including without limitation, all implied warranties of merchantability, fitness for a particular purpose and noninfringement. Further, Processor makes no warranty that: (a) the Services will meet your requirements; (b) the Services will be available on an uninterrupted, timely, secure, or error-free basis; (c) the results that may be obtained from use of the Services will be accurate, timely, or reliable; or (d) the quality of the Services will meet your expectations. You assume total responsibility for your use of the Services. Processor shall have no responsibility or liability for any damage to your computer system or loss of data that results from your use of the Services. Any material or Content downloaded, or otherwise obtained through the use of the Services is accessed at your own discretion and risk, and you will be solely responsible for and hereby waive any and all claims and causes of action with respect to any damage to your computer system, internet access, download or display device, any material or Content downloaded, or otherwise obtained through the use of the Services is accessed at your own discretion and risk, and you will be solely responsible for and hereby waive any and all claims and causes

of action with respect to any damage to your computer system, internet access download or display device, or loss of data that results from the download of any such material or Content.

When using the Services, you may be exposed to Third Party Content and links to other third party websites. Processor is not responsible for the accuracy, usefulness, safety or intellectual property rights related to such Third Party Content and third party websites. When you access third party websites, you do so at your own risk. Accordingly, we encourage you to be aware when you access such websites and to read the terms and conditions and privacy policy of each third party website that you visit.

The Services are controlled from Processor's facilities in the United States. Processor makes no representation that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so of their own volition and at their own risk and are responsible for compliance with local law.

40.12.3. Limitation of Liability. In no event shall we, our Affiliates or our licensors be liable for any damage, claim or loss incurred by you, including without limitation direct, indirect, compensatory, incidental, special, consequential or exemplary damages, or damages for personal injury, business interruption, loss of information, loss of privacy, loss of profits or revenue incurred by you or any third party irrespective of whether we have been informed of, knew of, or should have known of the likelihood of such damages. This limitation applies to all causes of action in the aggregate including without limitation breach of contract, breach of warranty, defamation, negligence, strict liability, misrepresentation, and other torts, as well as third-party claims arising from your access to, or use of, or inability to use the Services or any Content. If the disclaimers or limitations of liability set forth above are for any reason held by a court or other tribunal of competent jurisdiction to be void, unenforceable or inapplicable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms, provided, in no event will the aggregate liability of Processor or its Affiliates to you and any third party in connection with these Terms or your access to and use of the Services or any Content exceed the amount of two hundred fifty dollars (\$250.00), regardless of the form or theory of the action or claim.

40.13. Indemnification and Waiver. By using the Services, you agree, to the fullest extent permitted by law, to indemnify and hold Processor, its directors, officers, employees, Affiliates, agents, contractors, principals, and licensors harmless with respect to any claims (including third party claims) arising out of your breach of these Terms, your use of the Services or Content, your Merchant WebStore, your customers access and use of your Merchant WebStore or claims that may arise from any action taken by Processor as part of its investigation of a suspected violation of these Terms or as a result of its finding or decision that a violation of these Terms has occurred.

You cannot sue or recover any damages from Processor, its directors, officers, employees, Affiliates, agent, contractors, principals, and licensors as a result of its decision to (a) remove Your Content or your Merchant WebStore, (b) refuse to process any information or Content, (c) warn you, suspend or terminate your access to the Services, or (d) take any other action during an investigation of a suspected violation or as a result of Processor's conclusion that a violation of these Terms has occurred. This indemnity and waiver provision applies to all violations described in or contemplated by these Terms.

40.14. Amendments. We reserve the right to make changes to these Terms at any time by emailing them to you. You and all future merchants will be subject to the Terms in force at the time that you use the Services. Your continued use of the Services indicates your acceptance of such updates and changes. We last modified these Terms on the date stated at the beginning of these Terms. If you are dissatisfied with the Services or any Terms (including as modified), you agree that your sole and exclusive remedy is to discontinue using the Services. The Terms are the entire agreement between you and Processor with respect to your use of the Services.

41. Special Provisions Regarding Clover Insights Service Terms and Conditions

If you elect to utilize the First Data Clover InsightsSM Solution (“**Clover Insights**”) the terms and condition in this Section 36 shall apply (“**Clover Insights Terms and Conditions**”); and if you were granted a First Data Clover Insights Temporary Demonstration License, an election for Services under this Section 41 shall serve to supersede it. Clover Insights is provided to you by Processor and not Bank. Bank is not liable to you in any way with respect to Clover Insights. Clover Insights, transactions processed, and other matters contemplated under Section 41 are subject to the terms and conditions of the Agreement, as applicable, except to the extent the terms directly conflict with the Clover Insights Terms and Conditions, in which case the Clover Insights Terms and Conditions will control.

41.1. Definitions. Capitalized terms used herein shall have the meanings given to such terms as set forth in Section 41.1 or as defined elsewhere in this Section 41, or the Agreement.

“**Customer**” means a Person who makes a purchase of goods or services from you, the transaction detail of which is utilized in Clover Insights.

“**Customer Information**” means information about your Customers (e.g., name, mailing address, card account number, e-mail address, telephone number) obtained in connection with your use of the Services and may be utilized in Clover Insights.

“**Data**” means transaction data that may include processing data from First Data Merchant Services LLC's credit and debit information warehouse and other available sources that First

Data Merchant Services LLC owns or has a contractual or other right to use in Clover Insights.

“Device” means a tablet, computer, smartphone or other mobile device, or other device that you use to access the Clover Insights website to receive or to which you receive communications from Clover Insights.

“First Data” means First Data Corporation, which is the parent company of First Data Merchant Services LLC.

“First Data Clover Insights Marks” means the trademarks or service marks related to Clover InsightsSM and sub-licensed to you by Processor.

“First Data Clover Insights Solution” or **“Clover Insights Solution”** means the website or the application associated with Clover InsightsSM, the object code version of the Clover Insights software applications and communications you receive from the applications. Among other things, Clover Insights allows merchants to track and visualize information regarding their own revenue, ticket size, and Customers contained in the Data and other third party data sources. Clover Insights may also permit a merchant to compare its performance to groups of similar businesses within their industry and/or certain geographic areas using the Data and other third party data sources, subject to certain limitations. The features and functionality of Clover Insights may be modified from time to time by First Data or its third party provider(s). For the avoidance of doubt, the term “software” in this definition does not include any software that may be obtained by you separately from Clover Insights (e.g., any applications downloaded by you). The First Data Clover Insights Solution is deemed part of the “Services,” as defined in and provided under the Agreement.

“Clover Insights Solution Fees” means the fees charged for your use of the First Data Clover Insights Solution, which includes additional fees for multiple locations.

“Third Party Services” are the services, products, promotions or applications provided to you by or through someone other than Processor.

“User Documentation” means that documentation regarding the operation, guidelines and features and functionality of Clover Insights that is made available to you from time to time at the website, by internet link or otherwise. User Documentation may be modified from time to time by First Data or its third party provider(s).

41.2. License Grant. Subject to the Clover Insights Terms and Conditions in this Section 41, Processor grants you a personal, limited, non-exclusive, revocable, non-transferable sub-license, without the right to further sub-license or assign in any way, to electronically access and use, solely in the United States, Clover Insights to manage your establishment(s) and analyze associated point of sale activities within the United States. For purposes of this Section 41, “United States” does not include U.S. Territories or possessions. Clover Insights is for your internal business use only. This Section 41 does not grant you any rights to First Data Clover Insights Marks. Except for the license expressly granted herein, all intellectual property and proprietary rights in or related to Clover Insights and First Data Clover Insights Marks are and will remain the sole and exclusive property of First Data or its affiliates, vendors, or third party provider(s) (as applicable), and any and all right, title and interest associated with Clover Insights not expressly granted in this Section 41 is deemed withheld.

41.3. Restrictions.

41.3.1. You may not, nor may you permit any third party, other than employees and agents with a business need, to do any of the following: (a) access or attempt to access Clover Insights (or any part) that is not expressly made available for public use; (b) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code or any underlying data, ideas or algorithms of Clover Insights (or any part), except to the extent that such restriction is expressly prohibited by law; (c) modify, translate, or alter in any manner, Clover Insights (or any part), or First Data Clover Insights Marks; (d) create derivative works of or based on Clover Insights (or any part) or Clover Insights Marks; (e) except for backup and archival purposes, directly or indirectly copy Clover Insights (or any part), except screen shots may be copied and retained solely for internal business purposes; (f) republish, upload, post, transmit, disclose, or distribute (in any format) Clover Insights (or any part) except as expressly permitted herein; (g) access or use (in any format) Clover Insights (or any part) through any time-sharing service, service bureau, network, consortium, or other means; (h) rent, lease, sell, sublicense, assign, or otherwise transfer your license rights to any third party, whether by operation of law or otherwise; (i) use or ship Clover Insights (or any part) outside of the United States, or access Clover Insights (or any part) from outside the United States, without in any case obtaining our advance written consent; (j) remove, relocate, or otherwise alter any proprietary rights notices from Clover Insights (or any part), or First Data Clover Insights Marks; (k) perform or attempt to perform any actions that would interfere with the proper working of Clover Insights, prevent access to or use of Clover Insights by other users, or in our reasonable judgment impose an unreasonable or disproportionately large load on Clover Insights’ infrastructure, network capability or bandwidth; or (l) use Clover Insights (or any part) except as permitted in Section 41.2.

41.3.2. You shall not take any action inconsistent with the stated title and ownership in Section 41.2. You will not file any action in any forum that challenges the ownership of any part of Clover Insights, any related software, materials or User Documentation. Failure to comply with this provision will constitute a material breach of this Agreement and may restrict Processor’s ability to sublicense Clover Insights to you. Processor has the right to immediately terminate Services under this Section 41, and First Data has the right to

immediately terminate your access to and use of Clover Insights in the event of a challenge by you.

41.4. Clover Insights Limitations and Requirements.

41.4.1. You may access Clover Insights through your Device using a wired (ethernet) or wireless (wifi or cellular) connection to the Internet. You are solely responsible for the payment of any fees that may be imposed by your Internet/data provider. Your use of Clover Insights may be subject to: (a) the terms of your agreements with your Internet/data provider; and (b) the availability or uptime of the services provided by your Internet/data provider.

41.4.2. You may use Clover Insights to conduct analysis of the Data and third party data made available through Clover Insights application and/or other tools made available at the website or in the application.

41.4.3. First Data may alter which Devices and browsers are approved as compatible with Clover Insights in its discretion from time-to-time.

41.4.4. First Data may perform maintenance on Clover Insights from time to time which may result in service interruptions, delays, or errors. Neither First Data nor its affiliates, vendors, or third party provider(s), will be liable for any such interruptions, delays, errors, or bugs. You agree that First Data or its affiliates, vendors, or third party provider(s) may contact you in order to assist you with Clover Insights and obtain information needed to identify and fix any errors.

41.4.5. You shall at all times comply with the User Documentation.

41.4.6. You shall comply with the following requirements in connection with your use of Clover Insights:

41.4.6.1. In the event you are able to discern any information about a particular entity or individual from the information available from Clover Insights, either alone or with other information in your possession, you understand and acknowledge that the information may be subject to certain privacy, marketing, insider trading, or other applicable laws and you will limit your use thereof in accordance with all applicable laws.

41.4.6.2. With respect to each Customer who desires to receive marketing material or other communications from you via text message or email, such Customer must check the appropriate consent or the consent must be provided in writing; you are NOT permitted to add or modify a Customer’s consent indication on his behalf.

41.4.6.3. You (or your agents acting on your behalf) may only send marketing materials or other communications to the Customer’s provided phone number, street address, and/or email address if the Customer has specifically consented in writing executed by the Customer.

41.4.6.4. NOTWITHSTANDING THE CAPABILITY OF CLOVER INSIGHTS TO COLLECT AND STORE CUSTOMER INFORMATION, SOME STATES MAY LIMIT YOUR USE OF SUCH INFORMATION ONCE COLLECTED, EVEN IF THE CUSTOMER HAS PROVIDED ITS CONSENT, AND/OR YOUR DISCLOSURE OF SUCH INFORMATION TO THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT (I) YOUR USE OF CUSTOMER INFORMATION OBTAINED IN CONNECTION WITH CLOVER INSIGHTS MAY BE SUBJECT TO LOCAL, STATE, AND/OR FEDERAL LAWS, RULES, AND REGULATIONS, (II) YOU ARE SOLELY RESPONSIBLE FOR KNOWING SUCH LAWS, RULES, AND REGULATIONS, AND (III) YOU WILL AT ALL TIME STRICTLY COMPLY WITH ALL SUCH LAWS, RULES, AND REGULATIONS.

41.4.7. You shall comply fully with the requirements of all applicable federal, state and local laws and regulations related to your use of Clover Insights and provision and use of Customer Information and point of sale data in connection with Clover Insights. Furthermore, you are solely responsible for monitoring legal developments applicable to Clover Insights and the operation of your business, interpreting applicable laws and regulations, determining the requirements for compliance with all applicable laws and regulations, and maintaining an on-going compliance program.

41.4.8. In connection with Clover Insights, you shall receive a username and password to access Clover Insights. You are responsible for securely storing and keeping the username and password in accordance with this Section 41.10 below. You will not permit anyone unauthorized by you to use the username and password and you may only authorize your employees and agents with a business need to use the username and password. At such time as multiple usernames and passwords are available, you shall restrict the use of usernames and passwords to single individuals and you shall monitor use of Clover Insights to ensure compliance with this Section 41 by those to whom you have provided usernames and passwords and you shall keep records regarding who has access to which usernames and passwords at all times.

41.5. Equipment. You must obtain all equipment necessary for you to access and use the Clover Insights website. No communication channel or device to access the website is included within the provision of the First Data Clover Insights Solution, and you shall be responsible for all such equipment and communication channels, including but not limited to all device or channel compatibility.

41.6. Term and Termination. Clover Insights Terms and Conditions in this Section 41 shall become effective upon execution hereof and shall end when terminated as set forth herein. For the avoidance of doubt, except as set forth below, termination of Services under Section 36 will not terminate the underlying Agreement. You may terminate your First Data Clover Insights Solution services at any time upon thirty (30) days’ notice by calling the Customer Service number on your statement. Notwithstanding the foregoing sentence, upon as much advance notice as is commercially practicable, First Data may terminate your

access to, and use of Clover Insights if (i) it is determined that you are using Clover Insights for any fraudulent, illegal, or unauthorized purpose, (ii) you violate the Clover Insights Terms and Conditions or an Event of Default occurs under the Agreement, (iii) First Data terminates its agreement with any third parties that are involved in providing Clover Insights, or (iv) First Data otherwise decides to discontinue providing Clover Insights. You acknowledge and agree that an occurrence of (i) or (ii) above may be deemed an Event of Default under the Agreement, thereby affording Processor and Bank all rights and remedies as set forth in the Agreement triggered by such an Event of Default, which may include immediate termination of the Services under Section 41 without notice.

41.7. Third Party Services. Clover Insights may be used in connection with Third Party Services that you obtain separately for your purposes (e.g., an accounting application on your Device). If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions associated with Third Party Services (including obtaining and maintaining any required third party hardware and/or software that is required for the Third Party Services to work with Clover Insights). Your access of any Third Party Services is at your own risk. Third Party Services are not governed by the terms and conditions of this Section 41 or the Agreement. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIRD PARTY SERVICES (E.G., ACCOUNTING APPLICATION) IS DOWNLOADED AT YOUR OWN RISK. NEITHER FIRST DATA NOR ITS AFFILIATES, VENDORS, OR THIRD PARTY PROVIDER(S), WILL BE RESPONSIBLE FOR ANY ACTIONS OR ANY FAILURES TO ACT OF ANY THIRD PARTY, AND SUCH LIABILITY RELATED TO ALL THIRD PARTY SERVICES IS EXPRESSLY DISCLAIMED.

41.8. Account Registration. First Data may require you to register at Clover Insights website or through the application. If and when prompted by the registration process, you agree to (a) provide true, accurate, current and complete information about yourself and/or your business, and (b) maintain and update this information to keep it true, accurate, current and complete. If any information provided by you is untrue, inaccurate, not current or incomplete, First Data has the right to terminate your First Data Clover Insights account (“Account”) and refuse any and all current or future use of Clover Insights.

41.9. Privacy and Data Use. All data collected from you in connection with the Services or in connection with your use of Clover Insights, including Customer Information and information about your business and employees used with or stored in or by Clover Insights (collectively, “Account Data”), is collected by First Data, its affiliates, vendors, and/or third party provider(s); therefore, the use and sharing of such Account Data is controlled by the applicable Privacy Policy displayed and available at or through a link on the Clover Insights website. You acknowledge and agree that First Data, its affiliates, vendors, and/or third party provider(s) may access your Account Data, and our use of your Account Data is governed by the Clover Insights Terms and Conditions and the Agreement. You also agree that First Data, its affiliates, vendors, and/or third party provider(s) may access and use Account Data to provide or enhance Clover Insights or the Services.

41.10. Protecting Your Information. You are solely responsible for ensuring that your account numbers, passwords, security questions and answers, login details and any other security or access information used by you to use or access Clover Insights are kept safe and confidential. You must prevent unauthorized access to and use of any Account Data. You are responsible for all electronic communications sent to First Data, its affiliates, vendors, or third party provider(s) containing Account Data. When First Data receives communications containing Account Data, it will assume you sent it to First Data. You must immediately notify First Data if you become aware of any loss, theft or unauthorized use of any Account Data (see Clover Insights support center contact information below). First Data reserves the right to deny you access to Clover Insights, in whole or in part, if First Data believes that any loss, theft or unauthorized use of any Account Data or access information has occurred.

41.11. Accuracy of Information. You are solely responsible for ensuring the accuracy of all information and data regarding your business that you provide to First Data, its affiliates, vendors, and/or third party provider(s) in connection with Clover Insights (e.g., Customer Information). First Data, its affiliates, vendors, and/or third party provider(s) disclaim any and all liability arising out of any inaccuracies as a result of use of such information or data.

41.12. First Data Clover Insights Solution Disclaimer.

41.12.1. AS IS. USE OF CLOVER INSIGHTS IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLOVER INSIGHTS IS PROVIDED “AS IS” AND NEITHER FIRST DATA NOR ITS AFFILIATES, VENDORS, OR THIRD PARTY PROVIDER(S) MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND (EXPRESS OR IMPLIED) WITH REGARD TO CLOVER INSIGHTS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR THAT CLOVER INSIGHTS WILL FUNCTION UNINTERRUPTED OR ERROR-FREE, OR THAT CLOVER INSIGHTS IS SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED.

41.12.2. Financial Advice. First Data Clover Insights Solution does not provide any business, investment or financial advice and is not advocating any business decision or the sale or purchase of any real property, stocks, bonds, or securities. First Data expressly states, and you hereby acknowledge, that Clover Insights is provided solely for informational purposes and are not to be used as a substitute for independent financial investment advice

nor are they intended to be relied upon by any person or entity, including you or your Customers for the purposes of investment or other financial decisions. Clover Insights is not to be construed as providing business or investment advice and should not be used or construed, in whole or in part, as a basis or recommendation for an investment or business decision.

41.12.3. Accuracy. While First Data takes commercially reasonable measures to ensure the accuracy of the information and content contained in Clover Insights, it makes no representation or warranty of any kind with respect to Clover Insights. You acknowledge and agree that all use of Clover Insights by you and all other persons shall be: (i) based upon your own determination and evaluation and (ii) at your sole risk. At times the Data may include third party data that is appended to the Data and First Data has not investigated and does not make any representation or warranty with respect to the accuracy of the third party data.

41.13. Indemnity. Without limiting your indemnification obligations in the Agreement, you agree to indemnify and hold First Data, its affiliates, vendors, and third party provider(s) harmless from and against all losses, liabilities, damages, and expenses (including reasonable attorneys’ fees) arising out of or relating to:

41.13.1. Your failure to comply with all terms and conditions in this Section 36, including but not limited to User Documentation;

41.13.2. Your use (alone or in combination with any other information) of any Customer Information, reports, information or analytics obtained in connection with your use of Clover Insights;

41.13.3. The content or delivery of any marketing messages that you send or cause to be sent to any Customer phone number or email address collected through the use of Clover Insights; or

41.13.4. Any other party’s access and/or use of Clover Insights with your unique username, password, or other appropriate security code.

41.14. Notices. First Data, its affiliates, vendors, and/or third party provider(s) may provide notices and other information regarding Clover Insights to you via the method(s) described in the Agreement.

41.15. Amendment. First Data has the right to: (i) require changes or addition to the Clover Insights Terms and Conditions in Section 41 at any time, and (ii) change, delete, discontinue, or impose conditions on any feature or aspect of Clover Insights with notice provided to you as set forth in the Notices section of the Section 41. Any use of Clover Insights after the publication of any such changes shall constitute your acceptance of the Clover Insights Terms and Conditions as modified.

41.16. Ideas. You may choose to, or First Data, its affiliates, vendors, or third party provider(s) may invite you to, submit comments or ideas about Clover Insights, including, without limitation, about how to improve Clover Insights (“Ideas”). By submitting any Idea, you agree that: (a) First Data expressly disclaims any confidentiality obligations or use restrictions, express or implied, with respect to any Idea, (b) your submission will be non-confidential, and (c) First Data is free to use and disclose any Idea on an unrestricted basis without notifying or compensating you and without you claiming any rights therein. You release First Data, its affiliates, vendors, or third party provider(s) from all liability and obligations that may arise from the receipt, review, use or disclosure of any portion of any Idea.

41.17. Third Party Beneficiaries. First Data, its affiliates, vendors, or third party provider(s) used in providing Clover Insights are intended third party beneficiaries of this Section 41 as applicable, and each of them may enforce its provisions as if it was a party hereto. Except as expressly provided in this Section 41, nothing in this Section 41 is intended to confer upon any Persons any rights or remedies, and the parties do not intend for any Persons to be third-party beneficiaries of this Section 41.

41.18. Limitation of Liability. The cumulative liability to you from First Data, its affiliates, vendors, and third party provider(s) for any and all claims arising out of or resulting from this Section 41 shall not exceed the total for the Clover Insights Solution Fees you paid to the Processor in the twelve months immediately preceding any claim.

42. Special Provisions Regarding Clover Service

If you elect to use the Clover Service, the following additional terms and conditions of this Section 42 shall apply.

The Clover Service is provided to you by Processor and not Bank. The Clover Service, transactions processed, and other matters contemplated under this Section 42 are subject to the terms and conditions of the Agreement, as applicable, except to the extent the terms of this Section 42 directly conflict with another provision of the Agreement, in which case the terms of this Section 42 will control; provided however, Bank is not a party to this Agreement insofar as it applies to the Clover Service, and you acknowledge that Bank is not liable to you in any way with respect to the Clover Service. For the purposes of this Section, 42, the words “we,” “our” and “us” refer only to the Processor and not the Bank.

42.1. Definitions. Capitalized terms used herein shall have the meanings given to such terms as set forth in this Section 42 or as defined in the Glossary or elsewhere in this Agreement.

“Clover” means Clover Network, Inc.

“Clover Marks” means the trademarks or service marks of Clover, an affiliate of Processor.

“Clover Service” means the website associated with the Clover Service, the object code version of Clover software applications (whether owned or licensed by Clover) resident on

a Device at the time we provide you with the Device and the object code version of the software that enables the applications resident on a Device at the time of provisioning, and any related updates (including software maintenance or bug fixes) that are designed to assist with the management of your business and enable payment processing at the point of sale, and any materials, documentation and derivative works released by Processor from time to time. For the avoidance of doubt, the term software in the preceding sentence does not include any software that may be obtained by you separately from the Clover Service (e.g., any applications downloaded by you through an application marketplace). The Clover Service is deemed part of the "Services," as defined in and provided under the Agreement.

"Customer" means a Person who makes a purchase of goods or services from you, the transaction for which utilizes the Clover Service.

"Customer Information" means information about your Customers (e.g., name, mailing address, e-mail address, telephone number) obtained in connection with your use of the Clover Service.

"Device" means a tablet, smartphone, or other mobile or fixed form factor identified by Processor from time to time as compatible with and capable of supporting the Clover Service.

"Third Party Services" are the services, products, promotions or applications provided by someone other than Processor.

42.2. License Grant. During the term of the Agreement, Processor grants you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense or assign in any way, to electronically access and use the Clover Service solely in the United States to manage your establishment and conduct associated point of sale activities within the United States in accordance with the terms of this Section 42. For purposes of this Section 42, "United States" does not include U.S. Territories or possessions. The Clover Service is for your internal business use only. This Section 42 does not grant you any rights to the Clover Marks. All intellectual property and proprietary rights in or related to the Clover Service and the Clover Marks are and will remain our, our affiliates', our vendors', or our licensors' (as applicable) sole and exclusive property, and any and all right, title and interest associated with the Clover Service not expressly granted by Processor in this Section 42 are deemed withheld.

42.3. Restrictions. You may not, nor may you permit any third party to do any of the following: (a) access or attempt to access the Clover Service (or any part) that is not intended or made available for public use; (b) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code, underlying ideas or algorithms of the Clover Service (or any part), except to the extent that such restriction is expressly prohibited by law; (c) modify, translate, or alter in any manner, the Clover Service (or any part) or the Clover Marks; (d) create derivative works of or based on the Clover Service (or any part) or the Clover Marks; (e) except for backup and archival purposes, directly or indirectly copy the Clover Service (or any part); (f) republish, upload, post, transmit, disclose, or distribute (in any format) the Clover Service (or any part) except as permitted herein; (g) access or use (in any format) the Clover Service (or any part) through any time-sharing service, service bureau, network, consortium, or other means; (h) rent, lease, sell, sublicense, assign, or otherwise transfer your license rights to any third party, whether by operation of law or otherwise; (i) use or ship the Clover Service (or any part) outside of the United States, or access the Clover Service (or any part) from outside the United States, without in any case obtaining our advance written consent; (j) remove, relocate, or otherwise alter any proprietary rights notices from the Clover Service (or any part) or the Clover Marks; (k) perform or attempt to perform any actions that would interfere with the proper working of the Clover Service, prevent access to or use of the Clover Service by other users, or in our reasonable judgment impose an unreasonable or disproportionately large load on our infrastructure, network capability or bandwidth; or (l) use the Clover Service (or any part) except as permitted in subsection 42.2 above.

You shall not take any action inconsistent with the stated title and ownership in subsection 42.2 above. You will not file any action, in any forum that challenges the ownership of any part of the Clover Service, any related software, materials or documentation. Failure to comply with this provision will constitute a material breach of this Agreement. We have the right to immediately terminate your access to and use of the Clover Service in the event of a challenge by you.

42.4. Clover Service Limitations and Requirements.

42.4.1. You may access the Clover Service through your Device using a wired (ethernet) or wireless (wifi or cellular) connection to the Internet. You are solely responsible for the payment of any fees that may be imposed by your Internet/data provider. Your use of the Clover Service may be subject to: (a) the terms of your agreements with your Internet/data provider; and (b) the availability or uptime of the services provided by your Internet/data provider.

42.4.2. You may use the Clover Service to conduct point of sale activities offline; transactions initiated offline will be queued and submitted for authorization when Internet connectivity to the Clover System is restored. However, you assume all risk, responsibility and liability associated with any transaction that you choose to conduct while the Clover Service is used offline.

42.4.3. The Clover Service does not function with every mobile device. Processor may alter which Devices are approved as compatible with the Clover Service in our discretion from time-to-time.

42.4.4. We may perform maintenance on the Clover Service from time to time which may result in service interruptions, delays, or errors. We will not be liable for any such interruptions, delays, errors, or bugs. You agree that we may contact you in order to assist you with the Clover Service and obtain information needed to identify and fix any errors.

42.4.5. You shall at all times comply with any operating procedures, requirements, or guidelines regarding your use of the Clover Service that are posted on the Clover website or otherwise provided or made available to you (collectively, "Clover Ops Guide").

42.4.6. You shall comply with the following requirements in connection with your use of the Clover Service:

- a) With respect to each Customer who requests the delivery of transaction receipts via text message or email, such Customer must enter his phone number or email address in the appropriate space displayed on the Device himself; you are NOT permitted to add or modify any Customer Information (including but not limited to phone number and email address) on behalf of a Customer.
- b) With respect to each Customer who desires to receive marketing material or other communications from you via text message or email, such Customer must check the appropriate consent check box displayed on the Device himself; you are NOT permitted to add or modify a Customer's consent indication on his behalf.
- c) You (or your agents acting on your behalf) may only send marketing materials or other communications to the Customer's provided phone number, street address, and/or email address if the Customer has specifically consented by checking (himself) the applicable box displayed on the Device.
- d) NOTWITHSTANDING THE CAPABILITY OF THE CLOVER SERVICE TO COLLECT AND STORE CUSTOMER INFORMATION AND TO ALLOW YOUR CUSTOMERS TO ELECT TO RECEIVE MARKETING MATERIALS FROM YOU, SOME STATES MAY LIMIT YOUR USE OF SUCH INFORMATION ONCE COLLECTED, EVEN IF THE CUSTOMER HAS PROVIDED HIS CONSENT, AND/OR YOUR DISCLOSURE OF SUCH INFORMATION TO THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT (I) YOUR USE OF CUSTOMER INFORMATION OBTAINED IN CONNECTION WITH THE CLOVER SERVICE MAY BE SUBJECT TO LOCAL, STATE, AND/OR FEDERAL LAWS, RULES, AND REGULATIONS, (II) YOU ARE SOLELY RESPONSIBLE FOR KNOWING SUCH LAWS, RULES, AND REGULATIONS, AND (III) YOU WILL AT ALL TIME STRICTLY COMPLY WITH ALL SUCH LAWS, RULES, AND REGULATIONS.
- e) If TransArmor software is resident on your Device at the time we provide you with the Device and therefore part of the Clover Service, it will be used to perform such encryption and tokenization ("TransArmor Service") and the additional terms set forth in Section 38 apply. However you will only receive the applicable TransArmor service subscribed by you as set forth in the Application.
- f) You are responsible to provide and obtain any disclosures and consents related to the E-SIGN Act that may be required in connection with your communications and agreements with your Customers.

42.5. Fees. You shall pay Processor the fees for Clover Service as set forth on the Application.

42.6. Term and Termination. The Clover Service may be terminated at any time by either party upon thirty (30) days' written notice to the other party. Notwithstanding the foregoing sentence, upon as much advance notice as is commercially practicable, we may suspend or terminate the Clover Service if (a) we determine that you are using Clover Service for any fraudulent, illegal, or unauthorized purpose, (b) you violate the terms of this Section 42 or an Event of Default occurs under the Agreement, (c) we terminate our agreement with any third parties that are involved in providing the Clover Service, or (d) Processor otherwise decides to discontinue providing the Clover Service. You acknowledge and agree that an occurrence of (a) or (b) above may be deemed an Event of Default under the Agreement, thereby affording Processor and Bank all rights and remedies as set forth in the Agreement triggered by such an Event of Default, which may include immediate termination of the Agreement without notice.

42.7. Third Party Services. The Clover Service may contain links to Third Party Services (e.g., an application marketplace). If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions associated with Third Party Services (including obtaining and maintaining any required third party hardware and/or software that is required for the Third Party Services to work with the Clover Service). Your access of any Third Party Services is at your own risk. Third Party Services are not governed by the terms and conditions of this Section 37 or the Agreement. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIRD PARTY SERVICES (E.G., APPLICATION MARKETPLACE AND ANY APPS AVAILABLE AT SUCH APPLICATION MARKETPLACE) IS DOWNLOADED AT YOUR OWN RISK. PROCESSOR WILL NOT BE RESPONSIBLE FOR ANY ACTIONS OR ANY FAILURES TO ACT OF ANY THIRD PARTY, AND PROCESSOR EXPRESSLY DISCLAIMS ANY LIABILITY RELATED TO ALL THIRD PARTY SERVICES. PROCESSOR DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY SERVICE OR PRODUCT ADVERTISED OR OFFERED THROUGH THE CLOVER SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND PROCESSOR WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND PROVIDERS OF THIRD PARTY SERVICES OR PRODUCTS.

42.8. Account Registration. We may require you to register and create a “Member” or “Merchant” account to use the Clover Service. If and when prompted by our registration process, you agree to (a) provide true, accurate, current and complete information about yourself and/or your business, and (b) maintain and update this information to keep it true, accurate, current and complete. If any information provided by you is untrue, inaccurate, not current or incomplete, we have the right to terminate your Clover Service account (“Account”) and refuse any and all current or future use of the Clover Service.

42.9. Privacy and Data Use. All data collected from you at www.clover.com or in connection with your use of the Clover Service, including Customer Information and information about your business and employees used with or stored in or by the Clover Services (collectively, “Account Data”), is collected by Clover and not Processor or Bank; therefore, the use and sharing of such Account Data is controlled by the Clover Privacy Policy (available at https://www.clover.com/privacy_policy). You acknowledge and agree that we may access your Account Data upon our request to Clover, and our use of your Account Data is governed by the terms set forth in the Agreement.

42.10. Protecting Your Information. You are solely responsible for ensuring that your account numbers, passwords, security questions and answers, login details and any other security or access information used by you to use or access the Clover Service are kept safe and confidential. You must prevent unauthorized access to and use of any Account Data. You are responsible for all electronic communications sent to us or to any third party (including Clover) containing Account Data. When we receive communications containing Account Data, we assume you sent it to us. You must immediately notify us if you become aware of any loss, theft or unauthorized use of any Account Data. We reserve the right to deny you access to the Clover Service, in whole or in part, if we believe that any loss, theft or unauthorized use of any Account Data or access information has occurred.

42.11. Accuracy of Information. You are solely responsible for ensuring the accuracy of all information and data regarding your business that you provide to us or our service providers in connection with the Clover Service (e.g., menus loaded onto the Device). In addition, you are solely responsible for verifying that all information and data loaded onto a Device by us or our service providers at your request are accurate prior to your business use of such Device. We and our service providers disclaim any and all liability arising out of any inaccuracies with respect to such information or data.

42.12. Clover Service Disclaimer. USE OF THE CLOVER SERVICE OR ANY EQUIPMENT PROVIDED WITH THE CLOVER SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CLOVER SERVICE IS PROVIDED “AS IS” AND PROCESSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (EXPRESS OR IMPLIED) WITH REGARD TO THE CLOVER SERVICE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR THAT THE CLOVER SERVICE WILL FUNCTION UNINTERRUPTED OR ERROR-FREE, OR THAT THE CLOVER SERVICE IS SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED.

42.13. Indemnity. Without limiting your indemnification obligations in the Agreement, you agree to indemnify and hold us harmless from and against all losses, liabilities, damages, and expenses (including reasonable attorneys’ fees) arising out of or relating to:

- a) Your failure to comply with all terms and conditions in this Section 42, including but not limited to the Clover Ops Guide;
- b) Your use of any Customer Information obtained in connection with your use of the Clover Service;
- c) The content or delivery of any marketing messages that you send or cause to be sent to any Customer phone number or email address collected through the use of the Clover Service; or
- d) Any other party’s access and/or use of the Clover Service with your unique username, password, or other appropriate security code.

42.14. Notices. We may provide notices and other information regarding the Clover Service to you via the method(s) described in the Agreement or in the E-Sign Consent Agreement set forth below.

42.15. Amendment. We have the right to change or add to the terms of this Section 42 at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Clover Service with notice provided to you as set forth in subsection 42.14 above. Any use of the Clover Service after our publication of any such changes shall constitute your acceptance of this Agreement as modified.

42.16. Ideas. You may choose or we may invite you to submit comments or ideas about the Clover Service, including, without limitation, about how to improve the Clover Service (“Ideas”). By submitting any Idea, you agree that: (a) we expressly disclaim any confidentiality obligations or use restrictions, express or implied, with respect to any Idea, (b) your submission will be non-confidential, and (c) we are free to use and disclose any Idea on an unrestricted basis without notifying or compensating you. You release us from all liability and obligations that may arise from our receipt, review, use or disclosure of any portion of any Idea.

42.17. Third Party Beneficiaries. Processor’s Affiliates and any Persons Processor uses in providing the Clover Service are intended third party beneficiaries of this Section 42, and each of them may enforce its provisions as if it was a party hereto. Except as expressly provided in this subsection 42.17, nothing in this Section 42 is intended to confer upon any

Persons any rights or remedies, and the parties do not intend for any Persons to be third-party beneficiaries of this Section 42.

43. Special Provisions Regarding Clover Go Service (Mobile Payments)

If you elect to use the Clover Go Service, the following additional terms and conditions of this Section 43 shall apply.

The Clover Go service is provided to you by Processor and not Bank. The Clover Go service, transactions processed, and other matters contemplated under this Section 43 are subject to the terms and conditions of the Agreement, as applicable, except to the extent the terms of this Section 43 directly conflict with another provision of the Agreement, in which case the terms of this Section 43 will control; provided however, Bank is not a party to this Agreement insofar as it applies to the mobile payments service, and you acknowledge that Bank is not liable to you in any way with respect to the mobile payments service. For the purposes of this Section, 43, the words “we,” “our” and “us” refer only to the Processor and not the Bank.

43.1. Your mobile payments service (“Clover Go Service”) enables you to accept card-based payments using (a) a smart phone or other supported mobile device that you provide, (b) an approved card reader you obtain from us (“Clover Go Reader”), and (c) an application (“Clover Go App”) that you download from the Apple App Store or Google Play. The Clover Go Service does not support offline point of sale activities and requires Internet connectivity for proper functioning. We may update the Clover Go Service from time to time.

43.2. Only Apple iOS and Google Android operating systems are compatible with the Clover Go Service, and only certain types of mobile devices using Apple iOS and Google Android are supported for the Clover Go App and Clover Go Service. Please contact us for information on whether a particular mobile device is supported for the Clover Go App and Clover Go Service.

43.3. Additional terms of use (“Clover Go Terms”) apply to the Clover Go Service. From time to time, Clover Go Terms will be presented to you electronically on an “in-application” basis, and you will be required to “click to agree” before being permitted to use the Clover Go App. If we update the Clover Go Terms you will be required to “click to agree” to the updated Clover Go Terms in order to use the Clover Go App again.

43.4. TO USE THE CLOVER GO SERVICE, YOU MUST ALSO BE USING, AT A MINIMUM, THE TRANSARMORSM DATA PROTECTION SERVICE, which is sometimes referred to as “TransArmor Tokenization and Encryption”. You may also choose to use the Clover Security Plus Solution Services, which includes the TransArmor Data Protection Service.

43.5. If you are already using the single-token version of either the TransArmor Data Protection Service or Clover Security Plus Services, then no additional TransArmor products are needed for the Clover Go Service.

43.6. If you are using the Payeezy Gateway or if you accept card-not-present payments (for example, Internet payments), you may need a different TransArmor product. Please contact us for information.

43.7. If you are not already using a TransArmor product, then you must first sign an agreement for an eligible TransArmor product.

43.8. USE OF CLOVER GO READERS IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLOVER GO READERS ARE PROVIDED “AS IS,” AND WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (EXPRESS OR IMPLIED) WITH RESPECT TO CLOVER GO READERS, INCLUDING BUT NOT LIMITED TO: (a) WARRANTIES OF QUALITY, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, (b) ANY WARRANTY THAT THE CLOVER GO READERS WILL FUNCTION UNINTERRUPTED OR ERROR-FREE, (c) ANY WARRANTY THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR (d) ANY WARRANTY THAT THE CLOVER GO READERS ARE SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

44. Special Provisions Regarding Global ePricing Services

If you elect to receive the Global ePricing Service, the terms and conditions of this Section 44 shall apply. The Global ePricing Service (“GeP Service”) is provided to you by Processor and Bank.

Capitalized terms used in this Section 44 and not otherwise defined herein shall have the same meaning set forth in the Agreement.

44.1. Definitions.

Foreign Currency means the currency other than the Local Currency.

GeP Sales Transaction means a card not present transaction between Client and a Cardholder in which the Client presents the Transaction Price in a card not present environment and the Cardholder authorizes (i) the Transaction Price to be submitted to a Card Organization for settlement, and (ii) that the Cardholder’s account will be charged for the Transaction Price.

GeP Service Provider has the meaning set forth in Section 44.2.2.

GeP Services means the merchant pricing of goods and services in a Foreign Currency and the activity undertaken by Servicers and/or a GeP Service Provider to authorize, process, and settle GeP transactions initiated by Cardholders using a card type approved by Servicers for use with GeP Sales Transactions in a card not present environment established and maintained by a Client domiciled in the United States or United States territories, or other

countries permitted by Servicers. Merchant acknowledges that Dynamic Currency Conversion as defined by Card Organization rules is not permitted or provided under GeP service.

GeP Sponsor Bank has the meaning set forth in Section 44.2.2.

Local Currency means US Dollars (i.e., the currency associated with the domicile of the Merchant utilizing the GeP Service).

Transaction Price means the price for a product or service sold by the Client in a card not present environment as quoted by the Client to a Cardholder in a Foreign Currency.

Transaction Rate means the then-current Foreign Currency exchange rate used by the Card Organizations or their designee from time to time to convert the net funding amount into the Local Currency.

44.2. GeP Services.

44.2.1. We will provide GeP Services to you with respect to GeP transactions on the terms and conditions set forth in this Section. The list of foreign currencies supported under the GeP Services will be provided to you upon request and may be modified from time to time by us. Card types that we have approved for GeP Sales Transactions are VISA and MasterCard; we may modify the card types approved for GeP transactions from time to time on notice to you.

44.2.2. Client acknowledges that Client is solely responsible for all aspects of a GeP transaction (other than the performance of GeP Services hereunder), including without limitation, obtaining the Cardholder's consent to execute a GeP transaction, and complying with all Card Organization Rules applicable to merchants with respect to GeP transactions. The Foreign Currencies that Merchant has elected to support will be initially identified. Merchant shall notify us in writing of any additional Foreign Currencies that it wishes to support; if we support such currencies, we will work with the Merchant to implement such currencies for merchant within a commercially reasonable time frame.

44.2.3. Authorization and Settlement between Servicers and Client of GeP Sales Transactions shall be made in the Foreign Currency on the basis of the Transaction Price of the GeP Sales Transaction. The US Dollar amount funded for each such transaction will be based on the applicable Local currency exchange rate provided by the applicable card organization for use on the day such transaction is submitted by Merchant for entitlement. Merchant shall be subject to any and all Foreign Currency exchange rate exposure and bear all such exchange rate exposure risk in connection with each GeP Sale Transaction.

44.2.4. Refunds, Credits, returns and Chargebacks shall be treated as independent GeP transactions and the Transaction Rate used for refund, Credit, return and Chargeback transactions shall be determined by the applicable Card Organization. Merchant shall be subject to any and all Foreign Currency exchange rate exposure and bear all such exchange rate exposure in connection with refunds, credits, returns or Chargebacks.

44.2.5. For the avoidance of doubt, except as expressly provided in this Guide, the terms and conditions of this Guide with respect to a card transaction (including the rights and obligations of Servicers and Merchant with respect to such a transaction) shall apply to GeP transactions.

44.2.6. Upon written request from Merchant, and subject to written approval from American Express, we will support American Express multi-currency transactions on our platforms that have been certified by American Express for such purposes. Our support of American Express multi-currency transactions may be subject to additional fees.

44.2.7. Merchant acknowledges and agrees that all fees in the Agreement that apply to and are payable by Merchant with respect to a Card transaction also apply to and are payable by Merchant with respect to a GeP transaction or American Express multi-currency transaction; in addition, GeP fees apply and are payable by the Merchant.

44.2.8. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE GEP SERVICES AND, IF APPLICABLE, SUPPORT OF AMERICAN EXPRESS MULTI-CURRENCY TRANSACTIONS ARE PROVIDED TO MERCHANT "AS IS", WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES, WARRANTIES OF NON-INFRINGEMENTS, MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT ANY SUCH SERVICES WILL BE COMPLETELY ACCURATE, ERROR-FREE OR AVAILABLE WITHOUT INTERRUPTION.

44.3. Term; Suspension; Termination.

44.3.1. This GeP Service is co-terminous with the Agreement and may be terminated in conjunction with or separate from the Agreement in accordance with the terms of this Section. If this GeP Service terminates prior to the termination of the Agreement, such termination shall not terminate the obligations or rights of the parties pursuant to provisions of this Section which are to survive or be perpetual or irrevocable. Such provisions (including payment or reimbursement obligations) shall survive termination of this Section.

44.3.2. Client may terminate its participation in the GeP Services, and Servicers may cease to offer the GeP Services to Client with respect to the Card Organizations: (i) without cause upon not less than thirty (30) days' written notice to the other party; or (ii) immediately upon written notice to the other party if Client or Servicers determine that continuing to utilize the GeP Services as provided herein will violate any applicable law or any provision of the Card Organization Rules. Termination of Client's participation in the GeP Services by Client or Servicers shall terminate this Section.

44.3.3. If Servicers reasonably suspect that Client is not in compliance with Card Organization Rules or the terms of this Section (including Section 44.2.4 above), Servicers, in their sole discretion, may: (a) immediately cease processing Client's GeP Sales Transactions until such time as the Client verifies compliance to Servicer's satisfaction, and/or (b) terminate this agreement immediately.

44.3.4. Servicers may terminate this Service:

- a) Immediately upon a breach by Client of its confidentiality obligations under this Section;
- b) For any of the reasons set forth in the Agreement that permit Servicers to terminate the Agreement if applicable to the GeP Services; or
- c) As otherwise set forth in this Section.

44.3.5. Client may terminate this GeP Service for any of the reasons set forth in the Agreement that permit Client to terminate the Agreement if applicable to the GeP Services, or as otherwise set forth in this Section.

44.3.6. Termination of the Agreement shall effect a termination of this GeP Service.

41.4. Third Party Beneficiaries. Servicers are direct and intended third party beneficiaries to the Global ePricing Service, and may enforce their rights under this Section directly against Client.

44.5. Indemnification.

44.5.1. All limitations of liability and liability disclaimers set forth in the Agreement shall apply to any liability of Servicers and the liability of Servicers shall be limited to the same amount and to the same extent as Servicers' limitations set forth in the Agreement.

44.5.2. In addition to the indemnification obligations in the Agreement, Client agrees to indemnify and hold harmless Servicers from and against all losses, liabilities, damages, and expenses (including reasonable attorneys' fees and collection costs) resulting from third party claims related to any acts or omissions of Client in connection with any GeP Sales Transaction or other GeP transaction, including any alleged misrepresentation or deceptive or unlawful trade practice, a violation of applicable law or the Card Organization Rules, or a breach of any of Client's obligations under this Section. Any limitations on Client's liability which may be specified in the Agreement shall not be applicable to Client's indemnification obligation set forth in the preceding sentence.

45. Choice of Law; Venue; Waiver of Jury Trial

45.1. Choice of Law. Choice of Law. Our Agreement shall be governed by and construed in accordance with the laws of the State of New York (without regard to its choice of law provisions).

45.2. Venue. We have substantial facilities in the State of New York and many of the services provided under this Agreement are provided from these facilities. The exclusive venue for any actions or claims arising under or related to this Agreement shall be in the appropriate state or federal court located in Suffolk County, New York.

45.3. Waiver of Jury Trial. ALL PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT.

46. Other Terms

46.1. Force Majeure. No party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by (i) fire, flood, earthquake, elements of nature or other acts of God; (ii) any terrorist attacks or outbreak or escalation of hostilities, war, riots or civil disorders in any country; (iii) any act or omission of the other party or any government authority; (iv) any labor disputes (whether or not employees' demands are reasonable or within the party's power to satisfy); or (v) the nonperformance by a Person for any similar cause beyond the reasonable control of such party, including without limitation, failures or fluctuations in telecommunications or other equipment. In any such event, the non-performing party shall be excused from any further performance and observance of the obligations so affected only for as long as such circumstances prevail and such party continues to use commercially reasonable efforts to recommence performance or observance as soon as practicable. Notwithstanding anything to the contrary in this paragraph, your failure to receive payment or funds from a Person shall not excuse the performance of your obligations to us under this Agreement.

46.2. Compliance with Laws. In performing its obligations under this Agreement, each party agrees to comply with all laws and regulations applicable to it. You further agree to cooperate and provide information requested by Servicers, as Servicers determine necessary, to facilitate Servicers compliance with any applicable law including without limitation the rules and regulations promulgated by the Office of Foreign Assets Control of the US Department of the Treasury. You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or those involving any Person listed on the U.S. Department of Treasury, Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons List (available at www.treas.gov/ofac) or the U.S. Department of State's Terrorist Exclusion List (available at www.state.gov), or for the processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control ("OFAC") or in connection with illegal activity of any kind.

46.3. Notices. Except as otherwise specifically provided, all notices and other communications required or permitted hereunder (other than those involving normal operational matters relating to the processing of Card transactions) shall be in writing, if to you at your address appearing in the Application or by any electronic means, including but not limited to the e-mail address you have provided on the Application. If to us at our address appearing in Section A.5 of Part IV of this Agreement, with a copy to Attention: General Counsel's

Office, 3975 N.W. 120th Avenue, Coral Springs, FL 33065, and Notices shall be deemed to have been given (i) if sent by mail or courier, upon the earlier of five (5) days after mailing or when actually received or, in the case of courier, when delivered, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notice given in any other manner shall be effective when actually received. Notices sent to the your last known address (including e-mail address), as indicated in our records, shall constitute effective notice to the Merchant under this Agreement. If you change your address (including your e-mail address), you must notify us at least 30 days prior of the effective date of any such change. Failure to provide us with a valid address (including e-mail address) may result in the termination of the Agreement. Notwithstanding the above, all bankruptcy or collection related notices must be sent to the following address Merchant Services Department, 5251 Westheimer Road, Fourth Floor, Houston, Texas 77056, Attn: Bankruptcy and Collection Notifications. All such notices must include the related merchant name and merchant number. Failure to provide Notice to this address or include this pertinent merchant information will be deemed ineffective. All notices must include your merchant name(s) and merchant number(s). Failure to provide notice in the manner described in this Section will be deemed ineffective.

46.4. Headings. The headings contained in this Agreement are for convenience of reference only and shall not in any way affect the meaning or construction of any provision of this Agreement.

46.5. Severability. The parties intend every provision of this Agreement to be severable. If any part of this Agreement is not enforceable, the remaining provisions shall remain valid and enforceable.

46.6. Entire Agreement; Waiver. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter thereof, and supersedes any previous agreements and understandings. A party's waiver of a breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition.

46.7. Amendment. We may modify any provision of this Agreement by providing written notice to you. You may choose not to accept the requirements of any such change by terminating the Agreement within twenty (20) days of receiving notice. If you choose to do so, notify us that you are terminating for this reason so that we may waive any early termination fee that might otherwise apply. For purposes of this section, an electronic or "click-wrap" notice intended to modify or amend this Agreement and which you check "I Accept" or "I Agree" or otherwise accept through an electronic process, shall constitute in writing as required herein. This Section 45.7 does not apply to fee changes, which are governed by Sections 25.4 and 25.5.

46.8. Third Party Beneficiaries. Our respective Affiliates and any Persons we use in providing the Services are third party beneficiaries of this Agreement and each of them may enforce its provisions as it was a party hereto. Except as expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any Person any rights or remedies, and the parties do not intend for any Persons to be third-party beneficiaries of this Agreement.

46.9. Card Organization Rules. The parties acknowledge that the Visa, MasterCard, Discover Network and PayPal Card Organization Rules give Visa, MasterCard, Discover Network and PayPal certain rights to require termination or modification of this Agreement with respect to transactions involving Visa, MasterCard, Discover Network and PayPal Cards and the Visa, MasterCard, Discover Network and PayPal Card systems and to investigate you. The parties also acknowledge that issuers of other Cards, for which we perform services on your behalf, may have similar rights under their applicable Card Organization Rules with respect to this Agreement's applicability to transactions involving such other Cards.

46.10. Publicity. Client may not use the logo, name, trademark, or service mark of Processor and/or Bank in any manner, including without limitation, in any advertisements, displays, or press releases, without the prior written consent of Processor and Bank.

46.11 E-SIGN CONSENT AGREEMENT

I. Consent

By signing the Confirmation Page, you consent and agree that:

- a. Processor can provide disclosures required by law and other information about your legal rights and duties to you electronically.
- b. Where required or requested, your electronic signature (via "click-through" or other method) on agreements and documents relating to the Clover Service has the same effect as if you signed them in ink.
- c. Processor can send all communications, billing statements, amendments to the Clover Service, notices, and other disclosures or information regarding the Clover Service or your use of the Clover Service or the Services as defined in the Agreement (collectively defined as "Disclosures") to you electronically (1) via e-mail, (2) by access to a web site that we designate in an e-mail notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose.
- d. If you want a paper copy, you can print a copy of the Disclosure or download the information for your records.
- e. This consent applies to all future Disclosures sent to you in connection with the Clover Service, the Agreement, or your use of the Clover Service or the Services as defined in the Agreement.

2. Legal Effect

By consenting, you agree that electronic Disclosures have the same meaning and effect as if Processor provided paper Disclosures to you. When Processor sends you an email or other electronic notification alerting you that the Disclosure is available electronically and makes it available online, that shall have the same meaning and effect as if Processor provided a paper Disclosure to you, whether or not you choose to view or print or download the Disclosure.

47. Glossary

As used in this Agreement, the following terms mean as follows:

- Address Verification Service (“AVS”):** A service provided through which the merchant verifies the Cardholder’s address, in whole or in part. Primarily used by Mail/Telephone/Internet order merchants, Address verification is intended to deter fraudulent transactions, however, an AVS Match does not guarantee that a transaction is valid. An AVS request should generally be submitted with an authorization request. The AVS response, if available, however will not impact whether any associated authorization request is approved or denied. You may be charged an AVS fee for any AVS request you submit even if we are not able to provide a response to the request.
- Affiliate:** Person that, directly or indirectly, (i) owns or controls a party to this Agreement or (ii) is under common ownership or control with a party to this Agreement.
- Application:** the Application for Services executed by you.
- Authorization:** approval by, or on behalf of, the Issuer to validate a transaction. An Authorization indicates only that the Issuer has confirmed there is sufficient availability of funds on the Cardholder’s account at the time the Authorization is requested.
- Authorization Approval Code:** A number issued to a participating merchant by the Authorization Center which confirms the Authorization for a sale or service.
- Authorization and Capture:** Refers to the communication of instructions from your POS device or other systems to our computer systems, whether the communications are for authorization requests or any other capture of information.
- Authorization Center:** A department that electronically communicates a merchant’s request for Authorization on Credit Card transactions to the Cardholder’s bank and transmits such Authorization to the merchant via electronic equipment or by voice Authorization.
- Bank:** The bank identified on the Application signed by you.
- Bankruptcy Code:** Title 11 of the United States Code, as amended from time to time.
- Batch:** A single Submission to us of a group of transactions (sales and Credits) for settlement. A Batch usually represents a day’s worth of transactions.
- Business Day:** Monday through Friday, excluding Bank holidays.
- Card:** See either Credit Card or Debit Card.
- Cardholder:** Means the Person whose name is embossed on a Card and any authorized user of such Card, also referred to as Card Member by American Express.
- Cardholder Information:** the data contained on a Card, or otherwise provided to you, that is required by the Payments Organization or us in order to process, approve and/or settle a Card transaction, including the names, addresses and Card account numbers of Cardholders.
- Card Not Present Sale/Transaction:** A transaction that occurs when the Card is not present at the point-of-sale, including Internet, mail-order and telephone-order Card sales.
- Card Verification Codes:** A three-digit value printed in the signature panel of most Cards and a four-digit value printed on the front of an American Express Card. Visa’s Card Verification Code is known as CVV2; MasterCard’s Card Verification Code is known as CVC2; the Card Verification Codes for Discover Network, PayPal and American Express are known as a Card Identification Numbers (CID). Card Verification Codes are used to deter fraudulent use of an account number in a non-face-to-face environment, (e.g., mail orders, telephone orders and Internet orders).
- Card Verification Value (CVV)/Card Validation Code (CVC)/Card Identification Data (CID):** A unique value encoded on the Magnetic Stripe of a Card used to validate Card information during the Authorization process.
- Cardholder Verification Method (CVM):** A method used to confirm the identity of a Cardholder and to signify Cardholder acceptance of a transaction, such as signature, Offline PIN, and Online PIN.
- Cash Benefits:** An EBT account maintained by an Issuer that represents pre-funded or day-of-draw benefits, or both, administered by one or more government entities, and for which the Issuer has agreed to provide access under the EBT program. Multiple benefits may be combined in a single cash benefit account.
- Cash Over Transaction:** Dispensing of cash by a merchant in connection with a Card sale, other than a PIN Debit Card transaction, for the purchase of goods or services.
- Charge or Charges:** The total price, including all applicable taxes and gratuities, for the purchase of goods or services at a merchant for which a Cardholder has signed a Sales Draft or otherwise indicated intent to pay with a Card.
- Chargeback:** A Card transaction (or disputed portion) that is returned to us by the Issuer. Client is responsible for payment to us for all Chargebacks.
- Chip:** An integrated microchip embedded on a Card containing cardholder and account information.
- Chip Card:** A Card with an embedded EMV-compliant chip containing memory and interactive capabilities used to identify and store additional data about a Cardholder, an Account, or both.
- Claim:** Means any claim (including initial claims, counterclaims, cross-claims, and third party claims), dispute, or controversy between you and us arising from or relating to the Agreement or prior Card acceptance agreements, or the relationship resulting therefrom, whether based in contract, tort (including negligence, strict liability, fraud, or otherwise), statutes, regulations, or any other theory, including any question relating to the existence, validity, performance, construction, interpretation, enforcement, or termination of the Agreement or prior Card acceptance agreements or the relationship resulting therefrom.
- Contactless Payment:** Payment performed in a Card-Present Environment with a Contactless card or Payment Device (e.g., Mobile phone) at the Point-of-Transaction.
- Client:** The party identified as “Client” on the Application. The words “Subscriber,” “you” and “your” refer to Client. Also, sometimes referred to as “Merchant.”
- Credit:** A refund or price adjustment given for a previous purchase transaction.
- Credit Card:** a payment account that is (a) presented to you in various forms (including cards, fobs, tags, mobile devices, or virtual forms), (b) bears the Mark of a Payments Organization, and (c) enables the Cardholder to buy goods or services on credit.
- Credit Draft:** A document evidencing the return of merchandise by a Cardholder to a Client, or other refund or price adjustment made by the Client to the Cardholder, whether electronic, paper or some other form, all of which must conform to Card Organization Rules and applicable law.
- Credit Limit:** The credit line set by the Issuer for the Cardholder’s Credit Card account.
- Customer Activated Terminal (CAT):** A magnetic stripe terminal or chip-reading device (such as an automatic dispensing machine, Limited Amount Terminal, or Self-Service Terminal) that is not an ATM.
- Data Incident:** any actual or potential unauthorized or fraudulent access to (or use, disclosure, or alteration of) transaction data, whether consisting of a single event, a continuous course of events, or a series of related events.
- Data Incident Expenses:** means: (a) any obligations that you have to us arising from a Data Incident including EMV Upgrade Costs; (b) the costs of a security assessment conducted by a qualified security assessor approved by a Payments Organization or PCI to determine the cause and extent of a Data Incident; and (c) any reasonable fees and expenses incurred by us, or by you with our prior written consent, for any Mitigation Services specifically approved by us in writing but only if the Mitigation Services are provided within one (1) year following discovery of the relevant Data Incident.
- Data Usage Charge:** Charged to you for our processing of Sales Data sent to us.
- Debit Card:** a payment account that is (a) presented to you in various forms (including cards, fobs, tags, mobile devices, or virtual forms), (b) bears the Mark of a Payments Organization, and (c) enables the Cardholder to buy goods or services by debiting the Cardholder’s bank account or stored value/prepaid account.
- Dial-Up Terminal:** An Authorization device which, like a telephone, dials an Authorization Center for validation of transactions.
- Discount Rate:** A percentage rate and/or amount charged to a merchant for processing its qualifying daily Credit Card and Non-PIN Debit Card transactions, as set forth in the Application. Transactions that fail to meet applicable interchange requirements will be charged additional amounts as set forth in Section 25.1.
- Electronic Benefit Transfer (EBT):** An Electronic Benefits Transfer system used to deliver certain government delivered benefits, including without limitation Cash Benefits and FNS, SNAP and WIC Benefits, to EBT customers.
- Electronic Draft Capture (EDC):** A process which allows a merchant’s Dial-Up Terminal to receive Authorization and capture transactions, and electronically transmit them to the Processor. This eliminates the need to submit paper for processing.
- EMV Upgrade Costs:** the costs you agree to incur to upgrade payment acceptance and processing hardware and software to enable you to accept and process EMV-enabled Cards in a manner compliant with the PCI DSS.
- Entity:** Means a corporation, partnership, sole proprietorship, trust, association, or any other legally recognized entity or organization.
- Factoring:** The submission of authorization requests and/or Sales Drafts by a merchant for Card sales or cash advances transacted by another business. Factoring is prohibited.
- Fixed Acquirer Network Fee (FANF):** Fee that applies to the acceptance of all Visa branded products and is based on both the size and the number of merchant locations. The fee will be assessed per merchant Taxpayer ID, based on the number of merchant locations, Merchant Category Code (MCC), and monthly Total Gross merchant Sales Volume associated with each Taxpayer ID.
- Fraud Full Recourse:** One of American Express’s Chargeback programs
- General Terms:** Section of the Program Guide, including any amendments or modifications.
- Gross:** When referred to in connection with transaction amounts or fees, refers to the total amount of Card sales, without set-off for any refunds or Credits.
- Imprinter:** A manual or electric machine used to physically imprint the merchant’s name and ID number as well as the Cardholder’s name and Card number on Sales Drafts.
- Issuer:** The financial institution or Card Organization (or other Entity authorized by a Card Organization) which has issued a Card to a Person.
- Limited Amount Terminal:** A Customer Activated Terminal that has data capture only capability, and accepts payment for items such as parking garage fees, road tolls, motion picture theater entrance, or magnetic-stripe telephones.
- Magnetic Stripe:** A stripe of magnetic information affixed to the back of a plastic Credit or Debit Card. The Magnetic Stripe contains essential Cardholder and account information.
- Marks:** Names, logos, emblems, brands, service marks, trademarks, trade names, tag lines or other proprietary designations.

MasterCard Account Status Inquiry Service Fee: Zero dollar Account Status Inquiry Service requests (including AVS, CVC2 or both).

MasterCard CVC2 Fee: A fee assessed for transactions acquired in the U.S. Region with the CVC2 (Three digit code on the back of the MasterCard issued card) included in the transaction for authorization and where the CVC2 response value equals 'M' (Match) or 'N' (Invalid/did not match). The fee will not be applied to Account Status Inquiry (ASI) requests.

MasterCard Digital Enablement Fee: A fee assessed by MasterCard on select Card Not Present transactions.

MasterCard Processing Integrity Fee: The MasterCard Processing Integrity Fee is assessed in the event MasterCard cannot match an approved authorization to a settled transaction (within 120 days from the date the authorization was granted) or a reversal request (within a specific time frame). The Processing Integrity Fee can be avoided by settling transactions only with an approved authorization. If an authorization approval is no longer needed, it must be electronically reversed within 24 hours for a card-present transaction or within 72 hours for card not present transaction.

Media: The documentation of monetary transactions (i.e., Sales Drafts, Credit Drafts, computer printouts, etc.)

Merchant Identification Card: A plastic embossed card supplied to each merchant to be used for imprinting information to be submitted with each Batch of paper Sales Drafts. Embossed data includes Merchant Identification Number, name and sometimes merchant ID code and terminal number.

Merchant Identification Number: A number that numerically identifies each merchant location, outlet, or line of business to the Processor for accounting and billing purposes.

Merchant Processing Application: The Merchant Processing Application and Agreement executed by Client, which is one of the documents comprising the Agreement.

Merchant Provider: Any Person engaged by you to provide services to you involving or relating to (i) access to Cardholder data, transaction data or information related to either Cardholder data or transaction data or (ii) PIN encryption, including without limitation, Encryption Service Organizations (ESOs).

Mitigation Service: a service provided to a cardholder whose information is the subject of a Data Incident, where the primary purpose of the service is to mitigate the effects of the Data Incident, including identity theft education and assistance and credit monitoring.

Non-Bank Services: Products and/or Services for which Bank is not responsible or a party to including American Express, PIN Debit Card, and Electronic Benefits Transfer Transactions, TeleCheck Check Services, and Transactions Involving Cards from other Non-Bank Card Organizations, such as Voyager Fleet Systems, Inc., Wright Express Corporation and Wright Express Financial Services Corporation, Discover, PayPal, Leasing, TransArmor, Wireless, Payeezy Gateway Services, Global ePricing Services and other items as may be indicated in this Program Guide.

Non-PIN Debit Card: A device with a Visa, MasterCard or Discover Network Mark that is tied to a Cardholder's bank account or a prepaid account and which is processed without the use of a PIN.

Non-Qualified Interchange Fee: The difference between the interchange fee associated with the Anticipated Interchange Level and the interchange fee associated with the more costly interchange level at which the transaction actually processed.

Non-Qualified Surcharge: A surcharge applied to any transaction that fails to qualify for the Anticipated Interchange Level and is therefore downgraded to a more costly interchange level. The Non-Qualified Surcharge (the amount of which is set forth on the Service Fee Schedule) is in addition to the Non-Qualified Interchange Fee, which is also your responsibility (see above, Section 25.1)

PAN Truncation: A procedure by which a Cardholder's copy of a Sales Draft or Credit Draft, or as required by applicable law, the Sales Draft or Credit Draft you retain, will only reflect the last four digits of the Card account number.

Payments Organization: any payments association or payments network we support whose cards or other payment forms you accept under your merchant processing agreement.

Person: A third party individual or Entity, other than the Client, Processor or Bank.

PIN: the personal identification number associated with a Debit Card.

PIN Debit: a type of transaction using a Debit Card that requires a Cardholder to enter a PIN for authentication.

PINless Debit: a type of PIN Debit transaction that, under applicable Rules and for qualifying transactions, does not require the Cardholder to enter a PIN for authentication.

Point of Sale (POS) Terminal: A device placed in a merchant location which is connected to the Processor's system via telephone lines and is designed to authorize, record and transmit settlement data by electronic means for all sales transactions with Processor.

Processor: The entity identified on the Application (other than the Bank) which provides certain services under the Agreement.

Program Guide (also known as the Merchant Services Program Terms and Conditions): The booklet which contains Your Payments Acceptance Guide, the General Terms, Third Party Agreements and the Confirmation Page, which together with the Application and the Schedules thereto and documents incorporated therein, constitute your Agreement with Processor and Bank.

Recurring Payment Indicator: A value used to identify transactions for which a Cardholder provides permission to a merchant to bill the Cardholder's Card account at either a predetermined interval or as agreed by the Cardholder for recurring goods or services.

Referral: A message received from an Issuer when an attempt for Authorization requires a call to the Voice Authorization Center or Voice Response Unit (VRU).

Reserve: money we owe to you (net of any obligations you owe to us) that we hold back in order to secure or fund your obligations with us.

Reserve Account: An account established and funded at our request or on your behalf, pursuant to Section 25 of the Agreement.

Retrieval Request/Transaction Documentation Request: A request for documentation related to a Card transaction such as a copy of a Sales Draft or other transaction source documents.

Rules: the rules, regulations, standards, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization and related authorities, including those of the PCI Security Standards Council, LLC, the National Automated Clearing House Association and (with respect to EBT transactions) the Quest Operating Rules.

Sales/Credit Summary: The identifying form used by a paper Submission merchant to indicate a Batch of Sales Drafts and Credit Drafts (usually one day's work). Not a Batch header, which is used by electronic merchants.

Sales Draft: Evidence of a purchase, rental or lease of goods or services by a Cardholder from, and other payments to, Client using a Card, including preauthorized orders and recurring transactions (unless the context requires otherwise); regardless of whether the form of such evidence is in paper or electronic form or otherwise, all of which must conform to Card Organization Rules and applicable law.

Schedules: The attachments, addenda and other documents, including revisions thereto, which may be incorporated into and made part of this Agreement concurrently with or after the date of this Agreement.

Self-Service Terminal: A Customer Activated Terminal that accepts payment of goods or services such as prepaid cards or video rental, has electronic capability, and does not accept PINs.

Servicers: Bank and Processor collectively. The words "we," "us" and "our" refer to Servicers, unless otherwise indicated.

Services: the activities undertaken by us to authorize, process and settle Card transactions undertaken by Cardholders at your location(s), and all other services provided by us under this Agreement.

Settlement Account: An account or account(s) at a financial institution designated by you as the account to be debited and credited by us for Card transactions, fees, Chargebacks and other amounts due under the Agreement or in connection with the Agreement.

Signature Debit: a type of transaction using a Debit Card that requires the Cardholder to provide a signature for authentication rather than a PIN.

Store and Forward: A transaction that has been authorized by a merchant when the merchant cannot obtain an Authorization while the customer is present, typically due to a communications failure. The merchant will store the transaction electronically in their host system and retransmit the transaction when communications have been restored.

Summary Adjustment: An adjustment to your Submission and/or Settlement Accounts in order to correct errors.

Telecommunication Card Sale: Individual local or long-distance telephone calls, for which the telephone service provider is paid directly by use of a Card. These do not include, however, calls paid for with pre-paid telephone service cards. Telecommunication Card Sales are considered Card Not Present Sales.

Transaction Fees: Service costs charged to a merchant on a per transaction basis.

Transaction Integrity Fee: Fee assessed on Visa Debit Card and prepaid Card purchase transactions that either fail or do not request CPS qualification.

Us, We and Our: See Servicers.

Wireless Networks: certain cellular telephone and data networks to which we have access through Wireless Vendors.

Wireless Services: wireless data communication services that use radio base stations and switching offered by Wireless Networks in order to allow you to capture and transmit to us certain wireless Card Authorization transactions or to transmit other communications to our system.

Wireless Software: wireless software (including any documentation relating to or describing the wireless software) downloaded by you or your designee from our systems onto the Wireless Equipment.

Wireless Vendors: one or more third party vendors selected by us in our sole discretion through whom we have acquired the right to resell Wireless Services.

You, Your: See Client.

Your Payments Acceptance Guide: a quick reference to the guidelines for processing transactions. You'll also find recommendations and tips to help you prevent fraud, reduce chargebacks, and properly handle payments, refunds, exchanges, and most other situations you'll encounter in your day-to-day-business.

PART III: THIRD PARTY AGREEMENTS

The following Agreements are Third Party Agreements entered into between Client and the Third Parties identified in the Third Party Agreements.

If Client desires to receive the products and/or services offered under a Third Party Agreement, Client must check the appropriate box or otherwise indicate such desire in the Merchant Processing Application, in which case the terms and conditions of the Third Party Agreement shall be binding upon Client. The Signature page in the Merchant Processing Application or any Schedule thereto shall also serve as a signature page to the Third Party Agreements.

Client acknowledges that the Third Parties are relying upon the information contained on the Merchant Processing Application and the Schedules thereto, all of which are incorporated by reference into the Third Party Agreements.

Equipment Lease Agreement

This Equipment Lease Agreement ("Lease Agreement") is being entered into by and between First Data Merchant Services LLC (through its business unit First Data Global Leasing), and the Lessee identified on the signature panel of this Merchant Processing Application ("MPA"). In this Lease Agreement, the words "we," "our" and "us" refer to First Data Merchant Services LLC and its successors and assigns and the words "you" and "your" refer to Lessee and its permitted successors and assigns.

Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Lease Agreement by initiating debit entries to the bank account designated by Lessee on the MPA (the "Settlement Account"). In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Lease Agreement. Further, Lessee authorizes its financial institution to accept and to charge any debit entries initiated by Lessor to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor has received written notice from Lessee of its termination in such time and in such manner as to afford Lessor a reasonable opportunity to act. Lessee also authorizes Lessor from time to time to obtain investigative credit reports from a credit bureau or a credit agency concerning Lessee.

1.1. Equipment. We agree to lease to you and you agree to lease from us the equipment identified on the MPA or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Lease Agreement. We are providing the Equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose. The term Equipment includes the Equipment initially deployed under the Lease Agreement and/or any additions, replacements, substitutions, or additions thereto.

1.2. Effective Date, Term and Interim Rent.

- a) This Lease Agreement becomes effective on the earlier of the date we deliver any piece of Equipment to you (the "Delivery Date") or acceptance by us. This Lease Agreement remains in effect until all of your obligations and all of our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.
- b) The term of this Lease Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us (the "Commencement Date"), and continues for the number of months indicated on the MPA. THIS IS A NON-CANCELABLE LEASE FOR THE TERM INDICATED.
- c) You agree to pay an Interim Lease Payment in the amount of one-thirtieth (1/30th) of the monthly lease charge for each day from and including the Delivery Date until the date preceding the Commencement Date.
- d) YOU ACKNOWLEDGE THAT THE EQUIPMENT AND/OR SOFTWARE YOU LEASE UNDER THIS LEASE AGREEMENT MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS AND THAT WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH SOFTWARE AND/OR EQUIPMENT COMPATIBLE IN THE EVENT THAT YOU ELECT TO USE ANOTHER SERVICE PROVIDER. UPON TERMINATION OF YOUR MERCHANT PROCESSING AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT AND/OR SOFTWARE LEASED UNDER THIS LEASE AGREEMENT WITH SAID SERVICE PROVIDER.

1.3. Site Preparation. You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

1.4. Payment of Amounts Due.

a)

SCHEDULE OF FEES			
Default Fees	Amount	Administrative Fees	Amount
NSF Fee	\$10	Upgrade Fee	\$50
Collection Fee	\$25	Assumption Fee	\$150
Late Fee (10% of Total Due)	min \$5	Lease Copy Fee	\$7
Collection Invoicing Fee	\$7	Equipment Service Program**	\$4.95
Improper Return Fee*	\$100		

- b) The monthly lease charge is due and payable on the same day of each successive month thereafter of the Lease Term for each piece of leased Equipment. You agree to pay all assessed costs for delivery and installation of Equipment.
- c) In addition to the monthly lease charge, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise tax, exclusive, however, of taxes based on our net income. Reimbursement of property tax calculation is based on an average tax rate.
- d) Your lease payments will be due despite dissatisfaction for any reason with the Equipment or related processing services.
- e) Whenever any payment is not made by you in full when due, you shall pay us as a late charge, an amount equal to ten percent of the amount due but no less than \$5.00 for each month during which it remains unpaid (prorated for any partial month), but in no event more than the maximum amount permitted by law. You shall also pay to us an administrative charge of \$10.00 for any debit we attempt to make against your bank account that is rejected, but in no event more than the maximum amount permitted by law.
- f) In the event your account is placed into collections for past due lease amounts, you agree that we can recover a collection expense fee of \$25 for each aggregate payment requiring a collection effort, but in no event more than the maximum amount permitted by law.
- g) * See paragraph 1.5(g) for details regarding this fee.
- h) ** See paragraph 1.5(i) for details regarding this fee.

1.5. Use and Return of Equipment; Insurance.

- a) You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted.
- b) You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent.
- c) You shall not create, incur, assume or allow to exist any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent.
- d) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits required to operate the Equipment at your facility.
- e) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.
- f) The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership.
- g) You agree that all Equipment returns shall be to TASQ Technology, 1169 Canton Road, Marietta, GA 30066 be done in a manner that can be tracked, and shall have the Lease number referenced on the return packaging. You understand and agree that your failure to return the Equipment in the manner noted in the preceding sentence will delay our receipt of the return and possibly result in you being charged \$100. If returned Equipment shows excessive wear and tear or is not in good operating condition (in each case, as determined by us in our reasonable discretion), you will be charged our cost to restore such Equipment to normal or good operating condition, as applicable.
- h) You shall keep the Equipment adequately insured against loss by fire, theft, and all other hazards.
- i) You shall provide proof of insurance as evidenced by a certificate naming First Data Merchant Services LLC as a loss payee under your insurance policy. The loss, destruction, theft, or damage of or to the Equipment shall not relieve you from your obligation to pay the full purchase price or total monthly leases charges hereunder.
- j) You may choose not to insure the Equipment and participate in the Equipment Service Program. The Equipment Service Program provides a replacement of the Equipment for as long as you participate in the Program during the Lease Term. The Equipment Service Program includes (i) free comparable replacement terminal (new or refurbished) in the event of a defect or malfunction (terminal defects or malfunctions caused by acts of

God are not covered by this Program), (ii) free shipping and handling on both the replacement terminal and return of defective terminal, (iii) free overnight shipping and handling on replacement terminal if requested by 3:00 pm ET (Monday - Thursday). If you don't return your damaged equipment, you will be charged the full purchase price of the replacement equipment sent to you. The monthly fee of \$4.95 for the optional Equipment Service Program is a per terminal fee. You can choose to insure the Equipment and terminate your participation in the program at any time by calling our Customer Service department.

1.6. Title to Equipment. The Equipment is, and shall at all times be and remain, our sole and exclusive property, and you shall have no right, title or interest in or to the Equipment except as expressly set forth in this Lease Agreement or otherwise agreed in writing. Except as expressly provided in Section 8, no transference of intellectual property rights is intended by or conferred in this Lease Agreement. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence our ownership of the Equipment, and you irrevocably appoint us as your attorney-in-fact to execute and file the same in your name and on your behalf. If a court determines that the leasing transaction contemplated by this Lease Agreement does not constitute a financing and is not a lease of the Equipment, then we shall be deemed to have a first lien security interest on the Equipment as of the date of this Lease Agreement, and you will execute such documentation as we may request to evidence such security interest. If this Lease Agreement is deemed a loan despite the intention of the parties, then in no contingency or event whatsoever shall interest deemed charged hereunder, however such interest may be characterized or computed, exceed the highest rate permissible under any law which a court of competent jurisdiction shall, in a final determination, deem applicable hereto.

1.7. Return or Purchase of Equipment at End of Lease Period.

Upon the completion of your Lease Term the Agreement shall continue on a month-to-month basis. There is no obligation to continue the lease after the Lease Term ends. At the end of your Lease Term, you will have the option to:

- (a) return the Equipment to us;
- (b) purchase the Equipment from us for the lesser of fair market value at the time (as determined in good faith by us), or an amount equal to ten-percent (10%) of the total lease payments under this Lease Agreement with respect to each item of Equipment; or
- (c) as noted, rent the Equipment on a month-to-month basis at the existing monthly lease payment. In the absence of an affirmative election by you to return or purchase the Equipment, (c) will apply and this Agreement will continue on a month-to-month basis at the existing monthly lease payment. After the end of the Lease Term, if you do not want to continue to rent the Equipment on a month-to-month basis, then you will be obligated to provide Lessor with notice of that choice prior to the end of the Lease Term and advise whether you will return the Equipment to Lessor or purchase the Equipment, which price Lessor shall provide to you upon receipt of the notification. If you fail to provide such notice at least 30 days prior to the end of the Lease Term, you acknowledge that Lessor may not have time to suspend billing due for the next month's lease charge. If we terminate this Agreement pursuant to paragraph 3 due to a default by you, then you shall immediately return the Equipment to us at the address set forth in paragraph 11 no later than the tenth Business Day after termination, or remit to us the fair market value of the Equipment which amount we shall provide after good faith determination. We may collect any amounts due to us under this paragraph 4 by debiting your Settlement Account, and to the extent we are unable to obtain full satisfaction in this manner, you agree to pay the amounts owed to us promptly upon our request.

1.8. Software License. We retain all ownership and copyright interest in and to all computer software, related documentation, technology, know-how and processes embodied in or provided in connection with the Equipment other than those owned or licensed by the manufacturer of the Equipment (collectively "Software"), and you shall have only a nonexclusive license to use the Software in your operation of the Equipment.

1.9. Limitation on Liability. We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Lease Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Lease Agreement are your sole and exclusive remedies.

1.10. Warranties.

- a) Leased equipment is warranted against material defects for the life of the lease. This warranty does not include damage to the equipment resulting from accident or misuse or any other breach of the Lease Agreement. If the equipment should become defective within the warranty period, First Data Merchant Services LLC will replace it free of charge (except that appropriate shipping charges may apply).
- b) All warranties, express or implied, made to you or any other person are hereby disclaimed, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement.

- c) You warrant that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.

1.11. Indemnification. You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses resulting from (a) the operation, use, condition, liens against, or return of the Equipment or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

1.12. Default; Remedies.

- a) If any debit of your Settlement Account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Lease Agreement or any agreement with any of our affiliates or joint ventures, any such event shall be a default hereunder. Without limiting the foregoing, any default by you under a processing agreement with us or with an affiliate or joint venture to which we are a party will be treated as a default under this Lease Agreement. Such a default would include a default resulting from early termination of the MPA.
- b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this lease and our future obligations under this Lease Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate and declare immediately due and payable all monthly lease charges for the remainder of the applicable lease period together with the fair market value of the Equipment (as determined by us), not as a penalty but as liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In any case, you shall also be responsible for our costs of collection, court costs, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Lease Agreement by charging your Settlement Account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates or joint ventures, or by setting off amounts that you owe to us against any amounts we may owe to you, in any case without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Lease Agreement by obtaining directly from an affiliate or joint venture to which we are a party and with which you have entered into an MPA any funds held or available as security for payment under the terms of the MPA, including funds available under the "Reserve Account; Security Interest" section of the MPA, if applicable.

1.13. Assignment. You may not assign or transfer this Lease Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Lease Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer of this Lease Agreement. We may assign or transfer this Lease Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent.

1.14. Lease Guaranty. No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Lease Agreement or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Lease Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.

1.15. Governing Law; Venue; Miscellaneous. This Lease Agreement shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles). The exclusive venue for any actions or claims arising under or related to this Lease Agreement shall be in the appropriate state of federal court located in Suffolk County, New York. If any part of this Lease Agreement is not enforceable, the remaining provisions will remain valid and enforceable.

1.16. Notices. All notices must be in writing, and shall be given (a) if sent by mail, when received, and (b) if sent by courier, when delivered; if to you at the address appearing on the MPA, and if to us at 4000 Coral Ridge Drive, Coral Springs, Florida 33065. Attn: Lease Department. Customer Service toll free number 1-877-257-2094.

1.17. Entire Agreement. This Lease Agreement constitutes the entire Agreement between the parties with respect to the Equipment, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Lease Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Lease Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Lease Agreement.

I. Services

TeleCheck will provide Company with the services indicated in the TeleCheck Services Application and Agreement (**TeleCheck Application**) which may include: (i) coded information that it may use when deciding whether to accept a check or electronic funds transfer item (each an **Item**, and together, **Items**) when provided by its consumers as payment, (ii) settlement processing services and (iii) warranty or verification services; all as described in this Agreement (together, **Services**). TeleCheck will be Company's exclusive provider of the Services during the Term (defined below) of this Agreement. Company agrees to the terms of this Agreement by signing the TeleCheck Application; clicking "Accept" or "Install" when presented via an App (as applicable and described below); or using any of the Services. Company acknowledges that the Specialty Items (Settlement Only) service does include receiving coded information, warranty or verification services.

I.1. Delivery by Application. If the TeleCheck Services are provided through TeleCheck's check acceptance application (**App**) that resides on a Clover® point of sale device (a **Device**), Company agrees that this Agreement will govern Company's access to and use of TeleCheck's Services on such App. Company's use of its Device is subject to its agreement with the supplier of the Device (and not TeleCheck), and this Agreement does not alter Company's agreement with its Device supplier. Company will comply with the terms of its agreement with the Device supplier; and warrants that it is authorized to install and use TeleCheck's App on the Device.

I.2. Submitting Items. Company will designate the types of Items it accepts and that it will submit to TeleCheck for processing under this Agreement as indicated on the TeleCheck Application. Company must submit the Item to TeleCheck through the appropriate service. For example, checks presented in person by consumers at Company's point of sale can only be submitted through the In-Person Warranty (or Verification) service, checks sent through the mail to Company can only be submitted through the By Mail/Drop Box service. Company will submit all of its designated Items to TeleCheck for processing under this Agreement. Except for Items processed through the By Mail/Drop Box service, TeleCheck will analyze each Item that Company submits for processing and, in its discretion, provide Company with an approval or decline code with respect to each Item. TeleCheck will give Company operating guidelines and specifications, as applicable, to assist Company with properly accepting and submitting its Items for processing (operating guidelines and specifications may be provided to Company electronically or made available via the Internet).

I.3. Information Warranty. If Company has selected a warranty service in the TeleCheck Application, TeleCheck warrants the accuracy of the information given in its approval code (the **Information Warranty**) when an Item meets the warranty requirements described below. Items that satisfy TeleCheck's Information Warranty and meet the corresponding warranty requirements are **Eligible Items**. TeleCheck will purchase Eligible Items that are subsequently dishonored, returned, reversed, or otherwise not paid by a consumer's financial institution (these Items are **Return Items**). Company's sole remedy for a breach of TeleCheck's Information Warranty is the right to require TeleCheck to purchase an Eligible Item that became a Return Item. TeleCheck's liability to Company for breach of its Information Warranty will not exceed the lesser of: (a) the amount of the Eligible Item, or (b) the Warranty Maximum set forth in the TeleCheck Service Application and Agreement. Company may accept Items that do not receive an approval code or that do not meet the warranty requirements (these Items are **Ineligible Items**); however, Ineligible Items are not covered under TeleCheck's Information Warranty and TeleCheck will not purchase them.

I.4. Warranty Requirements. Company represents and warrants that each Item it submits to TeleCheck for processing and coverage under the Information Warranty meets the following requirements:

A. General Requirements. The following apply to all Items unless otherwise specified:

- (1) the Item was submitted to TeleCheck for processing according to TeleCheck's operating guidelines and specifications, and Company obtained a single approval code for it;
- (2) the Item is drawn on the consumer's deposit account at a United States or Canadian financial institution (for example, and without limitation, money orders, cashier's checks, travelers checks, insurance checks, credit card checks, or non-first party Items are Ineligible Items);
- (3) the Item, or a clear image of the Item (if submitted using a mobile or other optical imaging device), shows the consumer's name, address, check number, and routing and account numbers in the MICR line (not applicable if the payment is online or over the phone);
- (4) the Item is a properly completed first party Item that is dated, payable to Company, made out for the amount due to Company for its goods or services, and signed by the consumer (not applicable if the payment is online or over the phone);
- (5) the consumer authorized debiting its account by electronic funds transfer or remotely created check for the amount of the Item (an **Authorization**) in accordance with TeleCheck's operating guidelines and specifications and the rules of the National Automated Clearinghouse Association (**NACHA Rules**), as applicable, for the services utilized;

- (6) the Item represents the consumer's payment obligation to Company for its goods or services, and has not been used in another transaction;
- (7) the amount of the Item (a) is for the price of Company's goods or services, (b) matches the amount submitted to TeleCheck for processing, and (c) does not exceed the Warranty Maximum;
- (8) the Item was not submitted as a split sale or in other ways to avoid these warranty requirements or the Warranty Maximum;
- (9) the Item is not for credit, cash, or payment on an account, debt, or Item already due to Company;
- (10) the Item does not pre-date or post-date the date of the transaction and corresponding inquiry to TeleCheck by more than 1 calendar day;
- (11) the transaction and corresponding Item are not subject to any stop payment, dispute or setoff right;
- (12) Company is not aware of anything that invalidates the Item, prevents its collection, or relieves the consumer from liability for it; and
- (13) Company provided the notices required by applicable Law (defined in **Section 21.1** below), authorizing TeleCheck to process the Item as an electronic funds transfer or remotely created check and imposing (and authorizing such processing of) a fee for Return Items.

B. Requirements For In Person Payments: If a consumer presents a paper check in-person at Company's point of purchase location, in addition to those in **Section 1.4 A**, above the following requirements apply and must be followed in accordance with TeleCheck's operating guidelines and specifications: (a) the consumer signed an authorization to debit consumer's account and consumer's signature on the authorization reasonably matches the name imprinted on the Item; (b) the authorization must be clearly and conspicuously posted and a copy of the authorization must be provided to the consumer and (c) the Item must be voided and returned to the consumer after submission to TeleCheck for processing. If such in-person payment is approved as a paper check that cannot be settled as an electronic funds transfer, the additional requirements in **Section 1.4 F** below apply.

C. Requirements For Online Payments: If a consumer makes an online payment, the following requirements apply in addition to those in **Section 1.4 A** above: (a) the consumer electronically authorized the transaction in accordance with TeleCheck operating guidelines and specifications and (b) the payment website site authenticates the consumer's identity and uses appropriate site security and internet session security standards in accordance with the NACHA Rules.

D. Requirements For Phone Payments: If the consumer makes payment over the phone, the following requirements apply in addition to those in **Section 1.4 A**, above: (a) the consumer provided a telephonic authorization in accordance with TeleCheck operating guidelines and specifications; (b) the payment is not the result of Company initiating an unsolicited telephone call to consumer with which Company had no prior relationship; and (c) Company directly tape recorded the verbal telephonic authorization from consumer or, alternatively, Company sent the required written confirmation notice of the oral authorization to the consumer.

E. Requirements for Mail/Drop Box Checks: If the consumer provides a paper check which was mailed in or submitted in a drop box to Company, the requirements in **Section 1.4A** above apply except (a) the check must be for payment that is not more than 60 days past due; (b) the check must not be post-dated or dated earlier than 20 days from the date of inquiry to TeleCheck; and (d) Company must securely store the check for at least 60 days following the corresponding payment transaction at which time it must be destroyed. Additionally, the consumer must not have notified Company that the check was not to be converted into an electronic funds transfer. If such mail/drop box check is approved as a paper check that cannot be settled as an electronic funds transfer, the additional requirements in **Section 1.4 F** below apply.

F. Requirements for Mobile Checks or any Checks Approved as Paper Only. If TeleCheck approves an Item as a paper check that could not be settled as an electronic funds transfer (i.e. check is to be deposited by Company) or the check is submitted to TeleCheck as an image through a mobile device (either, a **Paper Settlement Item**), the following requirements apply in addition to those in **Section 1.4 A** above: (a) the check must include the consumer's name (imprinted by the manufacturer), physical address (imprinted by the manufacturer or written on the check according to TeleCheck's operating guidelines – P.O. Boxes will not be accepted), phone number (with area code), identification type and number (imprinted or written on check), Company's TeleCheck Subscriber Number and TeleCheck's approval code; (b) the consumer's signature must reasonably match the name imprinted on the check and (c) Company must send Paper Settlement Items that were presented in-person at Company's point of purchase and that become Return Items directly from its financial institution to TeleCheck within 30 days of the date on the check. If the Paper Settlement Item was mailed in or submitted in a drop box by the consumer to Company, or if the Item was presented by the consumer to Company and submitted through a mobile device by Company to TeleCheck, and subsequent to the transaction TeleCheck instructs Company to deposit the check (due to image quality issues

(a **Redeposit Check Item**), Company must deposit the Redeposit Check Item within 2 days of TeleCheck's instruction to do so and TeleCheck must receive it for purchase within 45 days of the date on the check. Paper Settlement Items and Redeposit Check Items may only be presented once for payment (TeleCheck will not accept Paper Settlement Items or Redeposit Check Items that Company or its financial institution presented for payment more than once). In addition, Company must securely store the physical check for at least 60 days following the corresponding payment transaction.

1.5. Electronic Images. If the Item is submitted to TeleCheck by Company as an image using a mobile device or other image reader, the ability to settle imaged Eligible Items to the banking system depends on (a) the quality of the image and (b) the banking system's ability to accept the image for settlement processing. Company will use a third party provider to capture images of Items using a mobile device (this third party, an **Image Vendor**) and submit those images to TeleCheck. Company acknowledges that its Image Vendor will require some of Company's account information (including, without limitation, merchant account number, contact name, email address and device identifier) to submit Item images to TeleCheck; and authorizes TeleCheck to provide the Image Vendor with the information necessary to allow it to submit Item images to TeleCheck on behalf of Company. TeleCheck is not responsible for the image quality of Items submitted through Company's Image Vendor, or submission of the images by Company's Image Vendor to TeleCheck. Company will destroy the physical checks that were submitted as electronic images after storing them securely for at least 60 days.

1.6. Authorization. Company will maintain a copy of each consumer's Authorization for the longer of: (a) 2 years, or (b) the period of time required by the NACHA Rules. Company will provide TeleCheck with legible copies of Authorizations within 7 days of TeleCheck's request for them.

1.7. Assignment of Items. Company assigns all if its right, title, and interest in each Eligible Item that it submits to TeleCheck for warranty coverage when the Item becomes a Return Item. Company will reasonably aid TeleCheck in its enforcement of the rights associated with an assigned Eligible Item.

1.8. Processing Notices; Return Item Fees. Company will post, and provide consumers with, notices at the point of sale that are required to process Items using the Services and to collect fees on Return Items. Company will assess the highest fee amount allowed by applicable Laws on all Return Items, which TeleCheck may collect and retain from consumers.

1.9. "Goodwill" of an Ineligible Item. TeleCheck may elect to provide warranty coverage for an Ineligible Item that Company submits for processing. Providing warranty coverage for an Ineligible Item will not constitute a course of dealing, waiver of rights, or prevent TeleCheck from rejecting warranty coverage for any other Ineligible Items.

1.10. Updating Information. Company will promptly notify TeleCheck if (a) a consumer makes any payment to Company or returns any goods in connection with a Return Item that is subject to warranty coverage, or (b) Company cancels any services paid for by an Item that is subject to warranty coverage; both representing a full or partial satisfaction of the Return Item. Company's notice of payment or cancellation of services will identify the consumer.

1.11. Chargeback. TeleCheck may chargeback any Eligible Item that it purchased from Company for coverage under the Information Warranty if:

- (1) the consumer returned the goods or services (in whole or in part) that were paid for with the Item;
- (2) Company has not delivered the goods or services that were paid for using the Item;
- (3) the Item is subject to any stop payment, dispute, or setoff;
- (4) the consumer makes full or partial payment to Company for the Item, or provides any form of security to ensure its payment;
- (5) the goods or services were initially delivered on credit or under a lease;
- (6) the purchase transaction, the payment represented by the Item, or transferring the Item to TeleCheck (by assignment or otherwise) is void or invalid for any reason other than the consumer's bankruptcy;
- (7) Company breaches the applicable warranty requirements for Eligible Items;
- (8) Company submits multiple Items or duplicate Items related to the same transaction for processing (e.g., deposits a paper Item previously submitted for processing as an electronic Item without TeleCheck's direction to do so);
- (9) Company does not submit its Items to TeleCheck for processing within 1 calendar day of the transaction date (for batch processing, Items must be submitted to TeleCheck for processing within 7 calendar days of the transaction date);
- (10) the consumer disputes authorizing the Item, its validity, or the amount debited for it (except in the case of third party fraud committed with a consumer's check);
- (11) the consumer's Authorization is incomplete or invalid;
- (12) Company fails to provide TeleCheck with a legible copy of an Authorization within 7 days of a request for it; or
- (13) Company breaches this Agreement, alters an Item or approval code, or submits an Item with Knowledge it is likely to become a Return Item. **Knowledge** means facts or

circumstances which, if known, would cause a merchant, using commercially reasonable judgment, to independently refuse to accept an Item (including, without limitation, splitting single transactions into smaller components or resubmitting Items that were previously denied).

Company will immediately notify TeleCheck if it has Knowledge that any of the above circumstances occur. Company will continue to be responsible for its chargebacks after termination of this Agreement. TeleCheck may chargeback any amounts that exceed the Warranty Maximum for an Eligible Item.

2. Non-Warranty Services

2.1. If any of the verification services or the Specialty Items (Settlement Only) services are selected by Company in the TeleCheck Application (**Non-Warranty Services**), TeleCheck will have no liability for any Item that is processed using the Non-Warranty Services that is subsequently returned, dishonored, reversed or otherwise unpaid, and does not warranty the checks processed using the Non-Warranty Services. There will be no payment to Company for any loss from transactions processed through the Non-Warranty Services. Company assumes all risks that Items accepted by Company may result in Return Items. Company will be fully responsible and liable to TeleCheck for all Return Items, regardless of the reason or timing. TeleCheck will deduct or offset all Return Items against any amounts to be paid to Company for Items to settled under this Agreement or, alternatively, TeleCheck may initiate debits to Company's Settlement Account (defined in Section 3.1 below) for all such Return Items.

2.2. Representations and Warranties. Company represents and warrants that each Item submitted under any of the Non-Warranty Services complies with the following, (a) the Item was submitted to TeleCheck in accordance with the TeleCheck's operating guidelines and specifications, (b) the consumer authorized debiting its account by electronic funds transfer or remotely created check for the amount of the Item in accordance with in accordance with the TeleCheck's operating guidelines and specifications and NACHA Rules including, without limitation, providing any necessary notices to consumer (not applicable to the Specialty Items (Settlement Only) services) and (c) the requirements in **Sections 1.4. B., C. and D** (as applicable to the type of Item presented) have been complied with.

3. Settlement

3.1. Company will identify one or more bank accounts held in its name (each, a **Settlement Account**) that TeleCheck will use in connection with the Services. Company authorizes TeleCheck to (a) initiate credits to the Settlement Account for proceeds that correspond to Company's transactions; (b) initiate debits to the Settlement Account for any amounts that may be owed or are required to be paid under this Agreement; (c) initiate the transaction to a consumer's deposit account on Company's behalf for Items that are owed to it; and (d) initiate adjustments related to the foregoing (including, without limitation, adjustments for chargebacks or partial adjustments). TeleCheck may initiate any transfer by Automated Clearing House (**ACH**) entry.

3.2. TeleCheck reserves the right to decline processing any Item. TeleCheck will initiate a funds transfer for Company's transactions that were processed under this Agreement; less any amounts due from Company for fees, refunds, adjustments or its other obligations. TeleCheck will typically credit Company's settlement funds to its Settlement Account within 2 banking days once the transactions are finally submitted to TeleCheck for settlement processing.

3.3. TeleCheck may recover amounts associated with any adjustments for an Item that are made to the Settlement Account at Company's request or due to its error. TeleCheck may also recover amounts associated with any fees that a consumer paid to its financial institution because of these adjustments.

3.4. Company must promptly notify TeleCheck if it fails to receive any settlement funds or if there are any changes to the Settlement Account. Transfer of settlement funds may be delayed or misdirected if Company provides inaccurate information about, or fails to notify TeleCheck of changes to, the Settlement Account. TeleCheck is not responsible for settlement errors that arise if Company provides inaccurate information about, or fails to notify TeleCheck of changes to, the Settlement Account.

4. Financial Information

Company will promptly provide any financial or other information reasonably requested by TeleCheck to perform credit risk, security, qualification, and other reviews related to providing the Services, transactions submitted, fulfillment of obligations to TeleCheck, or the financial condition of Company. Company authorizes TeleCheck to obtain information from third parties when performing credit risk, security, qualification, and other reviews.

5. Notice of Material Changes

Company will provide TeleCheck with reasonable advance notice of any material change in the nature of Company's business (including, without limitation, any change to Company's operations that would materially affect its products sold, services provided, or the procedures it follows for payments acceptance). The failure to provide TeleCheck with this notice constitutes a material breach of this Agreement.

6. Company's Payment Obligations

Fees. Company will pay TeleCheck for: (a) all fees and charges for the Services that are set forth in the TeleCheck Service Application and Agreement; (b) all Items that are charged back; (c) all adjustments required in connection with Company's transactions; and (d) all costs, liabilities, or other obligations imposed on TeleCheck by third parties as a result of transactions submitted by Company, its actions, or inactions.

6.1. Other Fees. Company will also pay TeleCheck for the following fees and charges for the Services (as applicable): (a) **Customer Requested Operator Call Fee** (also called **CROC** or **Voice Authorization Fee**), which is an additional \$2.50 fee per operator or Interactive Voice Response (IVR)-assisted call that Company initiates, but TeleCheck does not request; (b) **December Risk Surcharge**, which is an additional percentage charge added to the Inquiry Rate for each authorization inquiry in the month of December; (c) **Funding Report Fee**, which is a \$10.00 monthly fee to receive daily funding or weekly funding reports (the Funding Report Fee does not apply if TeleCheck provides the funding report monthly); (d) **Inquiry Rate**, which is the percentage rate that applies to the face amount of each Item (up to the Warranty Maximum) that Company submits to TeleCheck for authorization (whether or not TeleCheck issues an approval code for the Item); (e) **Monthly Minimum Fee**, which is the minimum aggregate amount of the Inquiry Rate fees that Company must pay on a monthly basis (if the total Inquiry Rate fees for Company's Items submitted during any month is less than the Monthly Minimum Fee, then the Monthly Minimum Fee will apply); (f) **Monthly Processing Fee** is a monthly fee for handling Company's account; (g) **Special Handling Fee**, which is a \$5.00 fee applied when the following occur: (1) a chargeback of an Eligible Item, (2) an Item processed for payment must be corrected due to Subscriber's error or at Subscriber's request, or (3) TeleCheck elects (in its discretion) to process an Item that fails to meet the applicable warranty requirements, or that is a Return Item, as a "Goodwill" Item; (h) **Transaction Fee**, which is the additional per transaction charge for each Item that Company submits to TeleCheck for authorization or processing (whether or not TeleCheck issues an approval code for the Item); and (i) **Unauthorized Return Fee** is a fee applicable to any Item that is dishonored, returned, reversed, or otherwise not paid by the Consumer's financial institution for the reason that such Item is unauthorized by the Consumer.

6.2. Early Termination Fee. TeleCheck will suffer substantial injury, for which it would be difficult to determine damages, if Company breaches this Agreement or terminates it early in violation of the Agreement's terms. TeleCheck may recover damages equal to 90% of the aggregate Monthly Minimum Fees and Monthly Processing Fees that are payable for the unexpired portion of the then-current Term as an accurate reflection of these damages and realistic pre-estimate of TeleCheck's losses caused by an early termination of this Agreement.

7. Reserve

7.1. TeleCheck may require Company to fund a cash reserve (**Reserve**) in an amount that reflects TeleCheck's assessment of risk, as it may determine in its discretion from time-to-time. The Reserve is a payment obligation of TeleCheck, established by holding back transaction proceeds or debiting the Settlement Account in order to potentially offset any obligations that Company may have to TeleCheck. The Reserve is not a segregated fund that Company may claim to own. TeleCheck is obligated to pay to Company any amounts remaining from the Reserve after all other then-current and contingent liabilities or obligations related to Company's payment transactions have expired.

7.2. The obligations due to Company from the Reserve will not accrue interest unless required by applicable Laws.

7.3. TeleCheck will notify Company if a Reserve is established (including its amount) or if the amount of the Reserve is modified.

7.4. TeleCheck may set off any obligations that Company owes to TeleCheck from the Reserve.

7.5. Although Company acknowledges that the Reserve is a general obligation of TeleCheck, and not a specifically identifiable fund, if any person claims that the Reserve is an asset of Company that is held by TeleCheck, Company grants and acknowledges that TeleCheck have a security interest in the Reserve and, at TeleCheck request, will provide documentation to reflect this security interest.

8. Setoff and Priority

All funds that TeleCheck owes to Company under this Agreement are subject to Company's payment obligations under this Agreement. TeleCheck may setoff or recoup amounts Company owes to TeleCheck against any funds that TeleCheck owes to Company.

9. Statements, Reporting

TeleCheck will provide Company with statements or electronic reporting (together, **Statements**) reflecting the fees, settlement amounts, and other information related to the Services. Company must review the Statements and inform TeleCheck of any errors within 60 days following the date that the error was, or should have been, reported; provided, Company must report settlement or funding errors to TeleCheck within 30 days (reporting errors will enable TeleCheck to recover amounts or prevent them from continuing). TeleCheck will have no obligation to provide refunds for errors that Company reports more than 60 days or 30 days (as applicable) after the errors were, or should have been, reported.

Company and TeleCheck will work together to resolve issues or disputes that arise in connection with the Statements, or the funds credited or debited to the Settlement Account.

10. Term

This Agreement begins on the earlier of the dates when Company signs its TeleCheck Services Application and Agreement, submits its first Item for processing under this Agreement, or when Company downloads the App (this date, the **Effective Date**). The length of this Agreement's initial term is designated in the TeleCheck Services Application and Agreement (**Initial Term**). This Agreement will automatically renew for successive one-year periods (each, a **Renewal Term**), unless TeleCheck or Company provides the other with at least 30 days' written notice of non-renewal at the end of the Initial Term. The Initial Term together with any Renewal Term(s) is the Term of this Agreement.

11. Termination; Modification; Suspension

11.1. General Termination. Either Company or TeleCheck may terminate this Agreement by giving 30 days' advance notice if the other materially breaches this Agreement and fails to remedy the breach within 30 days of receiving notice of it. TeleCheck may terminate this Agreement upon written notice to Company for any reason (with or without cause) during its Term. If the Services are delivered through TeleCheck's App, Company may terminate this Agreement for any reason (with or without cause) during its Term by uninstalling the App.

11.2. Modification. TeleCheck may modify this Agreement's terms (including, without limitation, its fees) upon 30 days' notice to Company, during which notice period Company may terminate this Agreement by providing written notice of termination to TeleCheck. Company's continued use of the Services after the 30 day period contained in a notice of modification from TeleCheck will constitute Company's acceptance of the new terms.

11.3. Suspension. TeleCheck may suspend its Services or settlement of any funds under this Agreement if it determines that questionable activity occurs with respect to Company's payment transactions (including, without limitation, if there are excessive Return Items associated with Company's Items, Company breaches the NACHA Rules, or if required by applicable laws. TeleCheck may also suspend or terminate its Services if requested by its Originating Financial Depository Institution.

12. Confidential Information

12.1. Confidentiality. Neither party will disclose non-public information about the other party's business (including, without limitation, the terms of this Agreement, technical specifications, customer lists, or information relating to a party's operational, strategic, or financial matters) (together, **Confidential Information**). Confidential Information does not include information that: (1) is or subsequently becomes publicly available (through no fault of the recipient); (2) the recipient lawfully possesses before its disclosure; (3) is independently developed without reliance on the discloser's Confidential Information; or (4) is received from a third party that is not obligated to keep it confidential. Each party will implement and maintain reasonable safeguards to protect the other party's Confidential Information.

12.2. Disclosure. The recipient may disclose the other party's Confidential Information: (1) to its directors, officers, personnel, and representatives (including those of its subsidiaries, affiliates, subcontractors or vendors) that need to know it in connection with the recipient's performance under this Agreement, and are bound by confidentiality obligations materially similar to those required under this Agreement; and (2) in response to a subpoena, court order, or as required under applicable Laws or NACHA Rules.

13. Data Use; Security.

13.1. Data Use. TeleCheck owns all right, title and interest in the data it obtains from providing the Services to Company.

13.2. Data Security. Company will implement commercially reasonable practices, including administrative, physical and technical safeguards, that are designed to: (a) maintain the security and confidentiality of Consumer Information, (b) protect against reasonably anticipated threats to the security or integrity of Consumer Information, and (c) protect against unauthorized access to or use of Consumer Information that could result in substantial harm or inconvenience to the consumer. **Consumer Information** is customer information Company receives in connection with any transaction contemplated by this Agreement.

14. License to Marks

TeleCheck grants Company a limited, non-exclusive, non-transferrable, non-sublicensable, royalty-free license to use the trademarks, service marks and logos (together, **Marks**) that TeleCheck provides to Company during the Term of this Agreement. Company (a) may use the Marks only in the United States; (b) may use the Marks only in connection with its use of the Services; (c) will follow the branding guidelines that TeleCheck provides or makes available from time-to-time; and (d) will not use materials containing the Marks without TeleCheck's prior written permission. Company will not otherwise distribute, lease, sublicense, sell, modify, copy or create derivative works from the Marks. TeleCheck reserves to itself all right, title, interest or license (express or implied) to the Marks that are not specifically granted to Company under this Agreement; and may suspend or terminate this license upon written notice to Company.

15. Indemnification

Company will indemnify, defend, and hold TeleCheck harmless for all losses, damages, costs, or expenses (including reasonable attorney's fees) claimed against it by third parties, which arise from Company's gross negligence, willful misconduct, or breach under this Agreement.

16. Exclusion of Damages

Neither party will be liable to the other for lost profits, revenues or business opportunities, nor any exemplary, punitive, special, indirect, incidental, or consequential damages (whether any are direct or indirect); regardless of whether these damages were foreseeable or either party was advised they were possible.

17. Limitation of Liability

TeleCheck' aggregate liability to Company for losses arising from any cause (regardless of the form of action or legal theory) in connection with this Agreement will be limited to \$75,000.00

18. Notices

Written notices (other than normal operations) required under this Agreement will be sent by certified mail or national courier (with tracking and delivery confirmation). TeleCheck may also provide written notices required under this Agreement by regular mail. Notices will be effective upon receipt. Notices to Company will be sent to the address it provides on the TeleCheck Service Application and Agreement. Notices to TeleCheck will be sent to: TeleCheck Services, Inc., Attn: TeleCheck Merchant Services, Mail Stop A-12, 7301 Pacific Street, Omaha, NE 68114; with copies to TeleCheck Services, Inc., Attn: General Counsel's Office, 3975 N.W. 120th Avenue, Coral Springs, FL 33065 and legalpapers@firstdata.com

19. Third Party Beneficiaries

There are no third party beneficiaries to this Agreement other than TeleCheck' subsidiaries and affiliates involved in providing the Services to Company. Each party is responsible for the performance of any third parties it uses in connection with the Services, and their compliance with the terms of this Agreement. TeleCheck is not responsible or liable to Company for any errors or breaches of this Agreement that occur because of Company's third party providers (e.g., without limitation, issues that arise from ACH network participants, or if Company uses third party providers or applications to capture electronic images of Items to submit to TeleCheck). TeleCheck may audit Company's compliance with this Agreement upon reasonable notice, during normal business hours, and at TeleCheck's expense; and as required by the NACHA Rules. TeleCheck's Originating Depository Financial Institution may also audit Company's compliance with this Agreement and the NACHA Rules.

20. Waivers

A party's delay or failure to exercise any of its rights under this Agreement will not be a waiver of those rights.

21. Compliance with Law, Choice of Law, Waiver of Jury Trial

21.1. Compliance with Law. The parties will comply with all laws, regulations, and rules (including ACH's network rules, requirements, and standards; the **NACHA Rules**) (together **Laws**) that are applicable to their respective performance obligations under this Agreement. Company acknowledges that it is the Originator under the NACHA Rules with respect to its transactions and agrees to comply with its obligations as an Originator. Company certifies that it has a legitimate business need for the information that TeleCheck provides through its Services, will use the information in connection with submitting payment transactions to TeleCheck for processing and for no other purpose, and will use the information only for permissible purposes under the Fair Credit Reporting Act (Company will not use TeleCheck's information for employment related purposes).

21.2. Choice of Law; Waiver of Jury Trial. This Agreement will be governed by New York law (without regard to its choice of law provisions). The courts of New York, New York will be the proper venue for legal proceedings brought in connection with this Agreement. **TeleCheck and Company each waive their right to a jury trial for claims arising in connection with this Agreement.**

22. Entire Agreement, Amendment, Counterparts

The defined term Agreement includes its schedules, addenda, and any amendments (capitalized terms used in the schedules, addenda, or amendments without definition will have the meanings given to them in this Agreement). This Agreement is the entire agreement between the parties and replaces any prior agreements or understandings (written or oral) with respect to its subject matter. Except as set forth in Section 11.2, modifications to this Agreement must be in writing, executed by the parties. This Agreement and any amendments may be executed electronically and in counterparts, each of which constitutes one agreement when taken together. Electronic and other copies of the executed Agreement are valid.

23. Assignment

Company may not assign this Agreement without TeleCheck's written consent. TeleCheck may assign this Agreement upon notice to Company. This Agreement will be enforceable against a party's permitted successors or assigns. This Agreement may not be continued, assumed, or assigned in the event of a bankruptcy or other insolvency event without consent from the non-bankrupt or insolvent parties.

PART IV: ADDITIONAL IMPORTANT INFORMATION FOR CARDS

A.1. Electronic Funding Authorization

All payments to Client shall be through the Automated Clearing House ("ACH") and shall normally be electronically transmitted directly to the Settlement Account you have designated or any successor account designated to receive provisional funding of Client's Card sales pursuant to the Agreement. Client agrees that any Settlement Account designated pursuant to the preceding sentence will be an account primarily used for business purposes. Neither *Wells Fargo Bank, N.A.* nor First Data Merchant Services LLC can guarantee the time frame in which payment may be credited by Client's financial institution where the Settlement Account is maintained.

Client hereby authorizes *Wells Fargo Bank, N.A.* and its authorized representative, including First Data Merchant Services LLC, to access information from the Settlement Account and to initiate credit and/or debit entries by bankwire or ACH transfer and to authorize your financial institution to block or to initiate, if necessary, reversing entries and adjustments for any original entries made to the Settlement Account and to authorize your financial institution to provide such access and to credit and/or debit or to block the same to such account. This authorization is without respect to the source of any funds in the Settlement Account, is irrevocable and coupled with an interest. This authority extends to any equipment rental or purchase agreements which may exist with Client as well as to any fees, fines and assessments and Chargeback amounts of whatever kind or nature due to First Data Merchant Services LLC or *Wells Fargo Bank, N.A.* under terms of this Agreement whether arising during or after termination of the Agreement. This authority is to remain in full force and effect at all times unless and until First Data Merchant Services LLC and *Wells Fargo Bank, N.A.* have consented to its termination at such time and in such a manner as to afford them a reasonable opportunity to act on it. In addition, Client shall be charged twenty-five dollars (\$25.00) for each ACH which cannot be processed, and all subsequent funding may be suspended until Client either (i) notifies First Data Merchant Services LLC that ACH's can be processed or (ii) a new electronic funding agreement is signed by Client. Client's Settlement Account must be able to process or accept electronic transfers via ACH.

A.2. Funding Acknowledgement

Automated Clearing House (ACH). Your funds for MasterCard, Visa, Discover Network, PayPal and American Express transactions will ordinarily be processed and transferred to your financial institution within two (2) Business Days from the time a batch is received by Processor if your financial institution is the Bank. If your financial institution is not the Bank, your MasterCard, Visa, Discover Network, PayPal and American Express transactions will ordinarily be processed via the Federal Reserve within two (2) Business Days from the time a batch is received by Processor. The Federal Reserve will transfer such amounts to your financial institution.

A.3. Additional Fees and Early Termination

If Client's MasterCard, Visa, Discover Network, PayPal and American Express transaction(s) fail to qualify for the discount level contemplated in the rates set forth in the Application, Client will be billed the fee indicated in the Mid-Qualified Discount field or Non-Qualified Discount field. If you are utilizing the Enhanced Billback Discount option, the Client will be charged the Enhanced Billback Rate on the volume of said transaction that failed to qualify, in addition to the difference between the MasterCard/Visa/Discover Network/PayPal and American Express Qualified Rate agreed to on the Service Fee Schedule and the actual interchange rate assessed to the downgraded transaction.

- a. Any increases or decreases in the interchange and/or assessment portion of the fees;
- b. The appropriate interchange level as is consistent with the qualifying criteria of each transaction submitted by Client;
- c. Increases in any applicable sales or telecommunications charges or taxes levied by any state, federal or local authority related to the delivery of the services provided by First Data Merchant Services LLC when such costs are included in the Service or other fixed fees.

The discount fees shown on the Service Fee Schedule shall be calculated based on the gross sales volume of all Visa, MasterCard/Discover/PayPal and American Express volume.

A Monthly Minimum Processing Fee will be assessed immediately after the date Client's Application is approved. (Refer to Service Fee Schedule, if applicable.)

In addition to the PIN Debit Card transaction fees set forth on the Application, Client shall be responsible for the amount of any fees imposed upon a transaction by the applicable debit network.

The parties further agree and acknowledge that, in addition to any remedies contained herein or otherwise available under applicable law and, if (a) Client breaches this Agreement by improperly terminating it prior to the expiration of the initial term of the Agreement, or (b) this Agreement is terminated prior to the expiration of the initial term of the Agreement due to an Event of Default, then Servicers will suffer a substantial injury that is difficult or impossible to accurately estimate. Accordingly, the parties have agreed that the amount described below is a reasonable pre-estimate of Servicers' probable loss.

In the event that Client terminates this Agreement within five (5) years from the date of approval by First Data Merchant Services LLC and Wells Fargo Bank, N.A. or this Agreement is terminated by Servicers within 5 years from the date of approval due to an Event of Default, Client will be charged a fee for such early termination, if so indicated on the Application on the Service Fee Schedule.

Client's obligation with respect to the Monthly Minimum Processing Fee will end simultaneously with First Data Merchant Services' receipt of Termination Fee.

A.4. 6050W of the Internal Revenue Code

Pursuant to Section 6050W of the Internal Revenue Code, merchant acquiring entities and third party settlement organizations are required to file an information return for each calendar year reporting all payment card transactions and third party network transactions with payees occurring in that calendar year. Accordingly, you will receive a Form 1099-K reporting your gross transaction amounts for each calendar year. Your gross transaction amount refers to the gross dollar amount of the card transactions processed through your merchant account with us. In addition, amounts reportable under Section 6050W are subject to backup withholding requirements. Payors will be required to perform backup withholding by deducting and withholding income tax from reportable transactions if (a) the payee fails to provide the payee's taxpayer identification number (TIN) to the payor, or (b) if the IRS notifies the payor that the TIN (when matched with the name) provided by the payee is incorrect. Accordingly, to avoid backup withholding, it is very important that you provide us with the correct name and TIN that you use when filing your tax return that includes the transactions for your business.

A.5. Addresses For Notices

PROCESSOR:
First Data Merchant Services LLC:
4000 Coral Ridge Drive,
Coral Springs, FL 33065
Attn: Merchant Services

Important Phone Numbers:
(see also Sections 9 and 16)
Customer Service
1-800-858-1166

BANK:
Wells Fargo Bank N.A.:
P.O. Box 6079
Concord, CA 94524
1-844-284-6834

Exhibit B

RFP: City of Beaumont, Finance Dept.
550 E. 6th Street
Beaumont Ca 92223

RE: Merchant Credit Card Processing Services

Attn: Melana Taylor, Director of Finance
mtaylor@beaumontca.gov

Section A: Statement of Project Requirements

As the current consultant for the City of Beaumont merchant services, I fully understand the needs of the office staff at all locations where credit card processing is present. I have also developed a respectful relationship with city staff and their needs to manage the city finances with regards to credit card processing reports. As a result of this aspect, I know I will provide a better solution for the City to not only process credit cards more efficiently, but more cost effectively as well.

Section B: Scope of Work

The scope of work shall include a negotiation and proposal to lower credit card processing fees in its entirety. Present a highly functional and user-friendly Virtual Terminal interface for all card-present locations including City Hall and PD. This will include working with City IT dept to install new PCI-compliant, EMV chip capable pin pads. Furthermore, I will supply new parameters and integration of new merchant account to City online transactions on Authorize.net. All staff will be trained and supported 24-7 either by myself as the contact, or with customer support assistance for the entirety of the 3-year service agreement.

Section C: Special Qualifications

Due to the current servicing of the merchant services contract, integration into the proposed payment platform will be seamless and will not impede the current transaction flow of the city. Furthermore, there will be less exposure of City financial information due to current client knowledge. Also, I have a good relationship with city staff, and therefore implementation will be quick.

Section D: Cost of Service: Please see **exhibit A** for breakdown of charges and fees.

Section E: No conflict of interest exists to my knowledge.

Section F: Professional and Financial References:

Credit Card Processing References – My consulting services expand over all major credit card processing companies. Below is the contact information for these processors with whom I establish direct relationships between merchant and processor.

Elavon - Two Concourse Parkway, Suite 800 Atlanta, GA 30328 Tel: 678-731-5000

First Data - 1000 Continental Drive , Suite 300 King of Prussia, PA 19406 (877) 828-0720

Heartland/Global Payments - 3550 Lenox Road, Suite 3000. Atlanta, Georgia 30326 (770) 829.8000

TSYS - 1 TSYS Way, Columbus, GA 31901 (844) 663-8797

WorldPay/Vantiv - 8500 Governors Hill Dr, Symmes Twp, OH 45249 (866) 622-2390

Service Specifications

Minimum Qualifications, Requirements and Financial Capability

1. 10 years personal experience in merchant services industry. Dating back to servicing the City of Beaumont since 2012 using First Data Corp as the payment processor, then Heartland, and currently WorldPay.
2. Sample contract – See exhibit B
3. References – See exhibit C (3 clients, 2 financial)
4. Sample Merchant Service Statement – See exhibit D
5. PCI DSS Compliance – Answer: First Data Corp requires the merchant to sign an NDA prior to obtaining a copy of the PCI/DSS SOC report. SOC reports are limited to FDC merchants only and would require that the City be an existing merchant in order to obtain a copy for its records.

Equipment

Due to equipment security encryption, the existing equipment will not be re-programmable from the current credit card processor. Also, please note that the existing equipment from Worldpay is not compatible with the latest Virtual Terminal release from World Pay (Worldpay VT Plus).

New EMV chip capable pin pads will be supplied. The unit price for each pin-pad is \$310 + tax. I will authorize a supplement of \$150 per unit if the contract is awarded/re-newed. The cost of (7) units after supplement is \$1,120 + tax at day one.

Description of the pin pad unit:

Robust and optimized for fast checkout, the iPP320 is designed to meet the needs of retail and call center environments. Its large 15-key backlit keypad, LCD display, function keys and contactless features allow for easy customer interactions. Better yet, the iPP320 can be integrated with CardConnect's Bolt P2PE offering for superior EMV and P2PE security.

We also have the ability to establish stand-alone terminals that can operate outside of the virtual terminal. The transactions on these terminals have the technology to sync to the virtual terminal reporting for easy transaction searches and auditing.

Equipment is not limited to expansion for future City needs. We can implement mobile solutions and POS functionality at any time through the First Data Clover line of products.

Merchant Credit Card Process Capabilities

Fees – Please see exhibit A

Vendor specific questions below:

- a. What information is required to prevent our transactions from falling into a non-qualifying category?

Answer: All qualified transactions must be transmitted face-to-face in a card present environment. Any transactions that are keyed in or processed online are not subject to true “qualified” rates.

- b. How do fees differ when processing different types of cards (e.g., personal and business cards)?

Answer: All cards are categorized by card type. This includes debit cards, standard cards, rewards cards, and corporate cards. The differing rates are determined by the card brands such as Visa, Mastercard, Discover, Amex, ect. The term for this rate is called “interchange”, also referred by other as a “buy rate” or “wholesale rate”. The interchange fees can be obtained from Visa/Mastercard by simply google-ing “visa interchange” or “mastercard interchange” for example. However, fees from the processor may vary based on the pricing program that is established.

In the current credit card processing setup for the city, the pricing program is “interchange plus”. This is the card brand rates, plus a service fee from the processor in the form of basis points and a transaction fee. Interchange Plus is the most transparent pricing program available and widely selected by larger, high-volume corporations, and growing with small business as well.

- c. Are all charges, related to a transaction, billed in the same month?

Answer: Yes. All charges are calculated and billed for the same month.

- d. What rates or fees do you charge when my customer uses their card as a chip, key-entered, or online?

Answer: The rate is the same with “Interchange plus” pricing. Based on the card type, the category of the card rates may cause slight fluctuation in interchange, but the “plus” part for the processing service remains constant. There are no differences in fees when accepting card payments from EMV chip, key-entered/moto, or online.

- e. Do you charge a separate fee for your gateway?

Answer: There are no extra fees for using a gateway. The integration to Authorize.net is simple and will have no effect on the current Authorize.net service agreement to process transaction online with Tyler Tech.

- f. When a transaction is refunded, does the City get any of the original fees refunded to them?

Answer: The city receives all the funds back with the exception of the "transaction" fee since that is a communication service. However, the original transaction amount as well as the interchange plus pricing will be refunded back to the merchant.

Vendor provide next day settlement for all credit card network transactions? - **YES**

Vendor provide details of how settlement amounts will be listed on the bank statement? – **YES**. Settlement amounts appear 100% funding daily with the description of the Merchant ID on the bank statement. At the end of the month, merchant will receive an ACH debit for the calculated fee with the description of the Merchant ID. Statements are provided on the Virtual Terminal on the 3rd day of the following month.

Vendor has a process in place to correct duplicate transactions? **YES**. Terminals will default to confirm & process duplicate transactions.

Vendor listed the limitations that may exist on the number of files/transactions: **No**. There are no limitations on the below items.

- a. Number of transactions contained in a batch?
- b. Number of files transmitted daily?

Credit card chargebacks or other debit adjustments are debited separately?

Answer: Chargebacks and debit adjustments can be billed separately or inclusive of the daily activity settlement. These types of transactions can also be debited from a different bank account should the city decide to separate.

Vendor has procedures in place to reverse an incorrect authorization? – **YES**. These procedures can be rectified in multiple ways. The admin of the merchant account has full access to reverse charges. I can do so from my back office, and our customer support is happy to do this through our Virtual Terminal support ticketing system. Email and phone assistance is always available 24-7.

Vendor has a monitoring and notification process if a transmission fails? **YES**. The virtual terminal has a main dash board for a multitude of notification types, including failed/successful settlements.

Online Information Reporting Services

Vendor offers a secure website to receive and view current and historical data and reports?

Answer: YES. Admins have extra features included on the dashboard that allow them to change functionality, and access of users. (Demo available upon request)

Vendor has 24 months of daily data and reconciliation reports available to the merchant, for each location and account?

Answer: YES. Lifetime reporting history. (Demo available upon request)

Vendor has capability to track credit card transactions for each merchant account/location, creating an audit to be used by system administrators or supervisors?

Answer: **YES**. Admins have ability to isolate locations, as well as group location access for audit, reporting, and access to different user security levels. (Demo available upon request)

PCI DSS

Vendor and all its subcontractors and third-party processors are in compliance with all applicable PCI DSS standards, as verified by the certification supplied in proposal? **YES** (upon receipt of signed NDA)

Vendor offered an outlined process in the event of a data breach; outline display; set security measures are in place for the protection of data transmitted for processing and a process is in place to notify customers in the event of a security breach?

Answer: **YES**. Upon registration with Trustwave (First Data's PCI/DSS Compliance Management), these processes will be made available to the merchant.

Implementation

Vendor has an implementation process, including testing, a suggested implementation schedule and support in place. An implementation schedule outlines the milestone dates to accomplish and should include detailed tasks, dates and resources assigned and identified for each milestone?

Vendor has ongoing 24/7 customer service support provided, at no charge?

Answer: **YES**. Actual dates are TBD according to City's timeline. However, merchant account setup may range from 2-5 days depending on Underwriting criteria. Implementation can be completed in 1-2 days including staff training. Customer support is 24/7 via email, phone, text, or online ticketing system, all at no charge.

This proposal is authorized by:



Date: 03/06/2019

Brian Lau

Merchant Intelligence Report

Exhibit A: Pricing and Fees

Pass Through Interchange — Includes Dues and Assessments. You will be charged the applicable interchange rate from MasterCard, Visa or Discover, plus a MasterCard Assessment Fee of .13%, a Visa Assessment Fee of .14%, or a Discover Assessment Fee of .13%, plus any other fees indicated on this Service Fee Schedule. (MC Assessment Fee when transaction is equal to \$1,000 or more will be assessed an additional 0.01% per transaction.) American Express Network Fee of .15%

	Discount (Based on Gross Sales Vol.)	Discount (Based on Gross Sales Vol.)	Discount (Based on Gross Sales Vol.)	Discount (Based on Gross Sales Vol.)
Sales Credit & Non-PIN Debit Trans. Fee	\$ 0.045	MC Qual Credit & Non-PIN Debit 0.35 %	Visa Qual Credit & Non-PIN Debit 0.35 %	Discover Network Qual Credit & Non-PIN Debit 0.35 %
		American Express Qual Credit 0.55 %		

Net Interchange MC, Visa or Discover

AUTHORIZATION AND TRANSACTION FEES

ACH Batch Fee	\$ 0.00 /batch	Voice Authorization Fee	\$ 0.95 /each
MC, Visa, Discover Network, American Express Auth Fee	\$ 0.045 /each	Address Verification Fee (AVS)	\$ 0.025
		CardConnect Gateway Transaction Fee	\$.00

OTHER FEES

Gateway Set-up Fee	\$ 0.00 (one time fee)	Regulatory Product Monthly Fee	\$ 3.50 /month
Gateway Internet Service Fee	\$ 0.00	PCI Non-Compliance Monthly Fee	\$ 19.95
Chargeback Fee	\$ 15.00 /each	Application Fee (Non-Refundable)	\$ 0.00
Retrieval Fee	\$ 15.00 /each	Wireless Access Fee	\$ 0.00
Early Cancellation Fee	\$ 250.00 /each	Annual Membership Fee*	\$ 0.00
Monthly Account Minimum Fee	\$ 20.00 /each	CardPointe Platform Fee	\$ 14.95
Statement Fee	\$ 5.00 /each	Data Breach	\$ 0.00
North Program Cost Fee/American Express	0.00 %	PCI Annual Fee	\$ 99.00

Rate Pricing is Interchange Plus program

Visa/MC/Disc: Interchange + 0.35% & \$0.045/transaction

American Express: Interchange + 0.55% & \$0.045/transaction

Exhibit B: Sample Agreement Attached.

Exhibit C:

Client References:

City of Beaumont is the only government related client under our portfolio. However, First Data Corp successfully manages thousands of municipality accounts nation-wide.

Financial References:

Orange County's Credit Union. Account Legal name is Jengbaat LLC.
21791 Lake Forest Drive, Ste 110 Lake Forest, CA 92630 (888) 354-6228 Ext. 7437

First Data Corp CardConnect. Account Legal name is Jengbaat LLC.
1000 Continental Drive , Suite 300 King of Prussia, PA 19406 (877) 828-0720

Staff Report

TO: Mayor and City Council Members

FROM: Sean Thuilliez, Chief of Police

DATE: May 7, 2019

SUBJECT: Approval of the FY 2019/20 Local Responsibility Area Wildland Protection Reimbursement Agreement

Background and Analysis:

The City currently contracts with the California Department of Forestry and Fire Protection (CalFIRE) for fire protection of 1,173 acres of designated wildland area that is within the boundaries of the City. Wildland areas that are within incorporated cities, fire protection districts, and special districts with fire suppression responsibility are referred to as Local Responsibility Areas (LRA). All fire suppression activities and responsibilities within LRA wildland areas are the responsibility of the local agency. The current contract with CalFIRE expires on June 30, 2019.

Wildland fires within the areas incorporated within the City are frequent. Wildland fires are considered one of the highest natural disaster risks that the City faces. The City is in an extremely wind prone area and it is not uncommon for fires to grow beyond the local capability of the resources assigned to protect the City. When a wildland fire grows beyond the ability and capability of local resources, assistance is requested from CalFIRE to provide wildland engine companies, inmate hand crews, bulldozers and aircraft.

Without an agreement for protection of wildlands within an LRA between the City and the State of California, these resources are then considered assistance-by-hire and the City is liable for the cost from the time of dispatch.

Within the City there are 1,173 acres designated as wildlands subject to the LRA designation. In an effort to reduce the City's liability for the cost of wildland fire suppression in the LRA area, the City can enter into a Local Responsibility Area Wildland Fire Protection Agreement (Agreement) with CalFIRE, for protection of wildlands within the City. This Agreement will provide state resources to control a wildland fire at no additional cost to the City. CalFIRE will provide fire protection to the LRA as if they were still the sole agency with fire suppression responsibility. This Agreement will provide unlimited use of state engine companies, inmate hand crews, bulldozers and aircraft to

supplement the daily level of fire protection provided to the City by the County of Riverside.

The Manzanita Fire, which began on June 26, 2017, in the wildland area south of Highland Springs ultimately cost \$4,497,634 to control. Much of the fire occurred within the City limits and without an agreement, would have been the City's responsibility. An agreement transfers the financial burden onto the State. The annual Agreement is a cost-effective way to eliminate those significant costs.

Fiscal Impact:

The cost to enter into the agreement with CalFIRE is \$32.85 per acre plus a 12.47% administrative charge. The total annual cost for the 1,173 acres being covered is \$43,338.12.

Finance Director Review: 

Recommendation:

1. Waive the full reading and adopt by title only "A Resolution of the City Council of the City of Beaumont, California, Approving an Agreement with the California Department of Forestry and Fire Protection for Services from July 1, 2019 Through June 30, 2020 for Fire Protection Services within the Local Responsibility Areas within the City."
2. Approve the FY 2019/20 agreement with CalFIRE for fire protection services within the Local Responsibility Areas within the City.

City Manager Review: 

Attachments:

- A. LRA Wildland Protection Agreement
- B. Resolution for wildland protection services from CAL FIRE
- C. Map identifying contract area and subsequent Mutual Threat Zone

RESOLUTION NO. 2019-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, APPROVING AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION FOR SERVICES FROM JULY 1, 2019 THROUGH JUNE 30, 2020 FOR FIRE PROTECTION SERVICES WITHIN THE LOCAL RESPONSIBILITY AREAS WITHIN THE CITY

WHEREAS, the City of Beaumont was incorporated on November 18, 1912, as a general law city of the State of California; and

WHEREAS, the City now has fire protection responsibility for certain wildlands areas within the city designated as Local Responsibility Areas (LRA); and

WHEREAS, the City Council desires to enter into an agreement with the State of California for fire protection services within the LRA.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Beaumont does hereby approve the agreement with the California Department of Forestry and Fire Protection (CAL FIRE) for the period July 1, 2019 through June 30, 2020; and

BE IT FURTHER RESOLVED, that the City Manager of the City of Beaumont is hereby authorized to sign and execute said agreement on behalf of the City of Beaumont.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Beaumont, California, held on the ___ day of _____, 2019, by the following roll call vote:

- AYES:
- NOES
- ABSENT:
- ABSTAIN

Julio Martinez, Mayor
City of Beaumont

Attest:

City Clerk, Steven Mehlman
City of Beaumont

STATE OF CALIFORNIA
COOPERATIVE FIRE PROGRAMS
LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION
REIMBURSEMENT AGREEMENT
 LG-W REV 01/2017

AGREEMENT NUMBER	3CA04445
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME
 California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME
 City of Beaumont

2. The term of this Agreement is: July 01, 2019 through June 30, 2020

3. The maximum amount of this Agreement is: \$ 43,338.12
 Forty-three thousand, three hundred thirty-eight dollars and twelve cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	2 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C* – General Terms and Conditions; DGS GTC Version: 04/2017	0 pages
Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)	1 pages
Exhibit E – Additional Provisions	12 pages

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this Agreement as if attached hereto.
 General Terms and Conditions can be viewed at: <http://www.dgs.ca.gov/ols>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

California Department of General Services Use Only

LOCAL AGENCY'S NAME
 City of Beaumont

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
 Todd Parton, City Manager

ADDRESS
 550 East 6th Street, Beaumont CA, 92223

STATE OF CALIFORNIA

AGENCY NAME
 California Department of Forestry and Fire Protection

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
 Don Gordon, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

EXHIBIT A

COOPERATIVE FIRE PROGRAMS

AGREEMENT FOR PROTECTION OF WILDLANDS WITHIN LOCAL AGENCY RESPONSIBILITY AREA

1. The project representatives during the term of this Agreement will be:

CAL FIRE Unit Chief:	Riverside Unit	Local Agency:	City of Beaumont
Name:	Shawn Newman	Name:	Todd Parton
Phone:	951-940-6900	Phone:	951-769-8520
Fax:	951-940-6910	Fax:	951-769-8526

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Shawn Newman	Local Agency:	City of Beaumont
Section/Unit:	Riverside Unit	Section/Unit:	City Manager
Attention:	Barry Owens	Attention:	Todd Parton
Address:	210 W. San Jacinto Perris CA 92570	Address:	550 East 6 th Street Beaumont CA. 92223
Phone:	951-940-6900	Phone:	951-769-8526
Fax:	951-940-6910	Fax:	951-769-8526

Send an additional copy of all correspondence to:

**CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460**

2. AUTHORIZATION

This Agreement is entered into this 1st day of July, 2019, by and between the State of California, hereinafter called STATE and City of Beaumont, County of Riverside, State of California, hereinafter called Local Agency through its duly authorized officers. As used herein, Director shall mean Director of the California Department of Forestry and Fire Protection (CAL FIRE). Where the standard clauses for example in Exhibit C, use the word "Contractor" that word shall mean LOCAL AGENCY as LOCAL AGENCY is used in this Agreement.

Section 4142 of the Public Resources Code provides that the Director may enter into cooperative Agreements with local jurisdictions for the purpose of providing wildland fire protection.

3. SCOPE OF WORK

LOCAL AGENCY has the responsibility for protection of life, property, and wildland areas comprising 1,173 acres of land as indicated on the map included under Exhibit E and desires to contract with the STATE to provide wildland fire protection to said area.

STATE has the ability to provide wildland fire protection for said area, of the type and degree, which it now provides on adjacent State Responsibility Areas.

4. SERVICES BY STATE

- A. STATE shall provide wildland fire protection for the areas defined in the above section.
- B. For those areas, which are adjacent to State Responsibility Area, STATE will provide wildland fire protection at the same level of service it now provides on adjacent State Responsibility Area.
- C. For those areas (islands), which are not adjacent to State Responsibility Area, the wildland fire protection provided by the STATE will be limited to those resources identified in the preplanned wildland response for the respective area. Any resources beyond those specified in the preplanned wildland response are assistance by hire and the financial responsibility of the LOCAL AGENCY.

5. ADMINISTRATION

- A. LOCAL AGENCY agrees that STATE may dispatch fire protection resources available under this Agreement to other areas of the state when needed at the sole discretion of STATE.
- B. STATE response will be subject to availability of resources.
- C. Incident Management within the contract area shall conform to current Incident Command System criteria for Unified Command.
- D. STATE and LOCAL AGENCY shall, through established dispatch procedures, immediately notify each other of any fire incident within the contract area.

6. MUTUAL AID

LOCAL AGENCY shall provide mutual aid response into the contract area for wildfires. Structural fire protection remains the jurisdictional and financial responsibility of LOCAL AGENCY.

7. ENTIRE AGREEMENT

~~This Agreement contains the whole Agreement between the parties. It cancels and supersedes any previous Agreement for the same or similar services.~~

EXHIBIT B

BUDGET DETAIL, INVOICING, PAYMENT AND RECONCILIATION

1. Invoicing and Payment:

- A. LOCAL AGENCY shall pay STATE for providing said protection at the rate of \$32.85 per acre, plus an 12.47% administrative charge for a total of \$43,338.12 upon presentation of an invoice by STATE. The rate per acre and administrative charge will be calculated by STATE prior to January 1, of each year and annually thereafter, for the succeeding fiscal year subject to approval by LOCAL AGENCY. This Agreement shall be amended each fiscal year to reflect new rates.
- B. STATE shall provide thirty (30) day written notice to LOCAL AGENCY of the cost per acre and the administrative charge to be assessed for each subsequent fiscal year during the term of this Agreement; LOCAL AGENCY shall have thirty (30) days to approve said rate; if written approval is not received by STATE within said period, STATE's obligations hereunder shall terminate; LOCAL AGENCY shall be liable for all amounts due up to and including the date of such termination.
- C. To minimize the need for reconciliation payment is expected in full after the LOCAL AGENCY receives the STATE invoice. Payments made by the LOCAL AGENCY will cover the protection rate per acre and the administrative charge for the protection services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

~~2. Budget Contingency Clause~~

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Cancellation

Failure of either party to meet any of the terms and conditions of this Agreement, including non-payment of monies due hereunder, shall be cause for the termination of this Agreement; such termination shall become effective upon written receipt of 30 day notice of cancellation.

2. Audit

If the Agreement is over \$10,000, the parties shall, in accordance with Government Code Section 10532, be subject to examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement. Examination and audit shall be confined to those matters connected with performance of the Agreement including, but not limited to, cost of administering the Agreement. The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon Agreement or understanding.

3. Operating Plan

Prior to April 1 of each year, STATE and LOCAL AGENCY shall establish a joint Operating Plan for the contract area, which shall be attached after Exhibit E. If LOCAL AGENCY received its structural fire protection from another local agency, the local agency providing the structural fire protection must be party to the Operating Plan.

4. Extension of Agreement

Unless there is written notice by LOCAL AGENCY to terminate this Agreement STATE shall extend this Agreement for a single one-year period from the original termination date. The cost of services provided by STATE during the extended period shall be based upon the rates published for the fiscal year in which the extended period falls had a new Agreement been entered into.

5. Modification

This Agreement may be amended at any time by written mutual consent of the parties hereto.

6. Indemnification

Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents, and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the indemnifying party.

EXHIBIT E

ADDITIONAL PROVISIONS

Attachments

- Budget Plan
- Topographic Map
- Operating Plan
- Annual Report

LOCAL RESPONSIBILITY AREA (LRA) WILDLAND PROTECTION REIMBURSEMENT AGREEMENT

Program Cost Account (PCA #) 39016

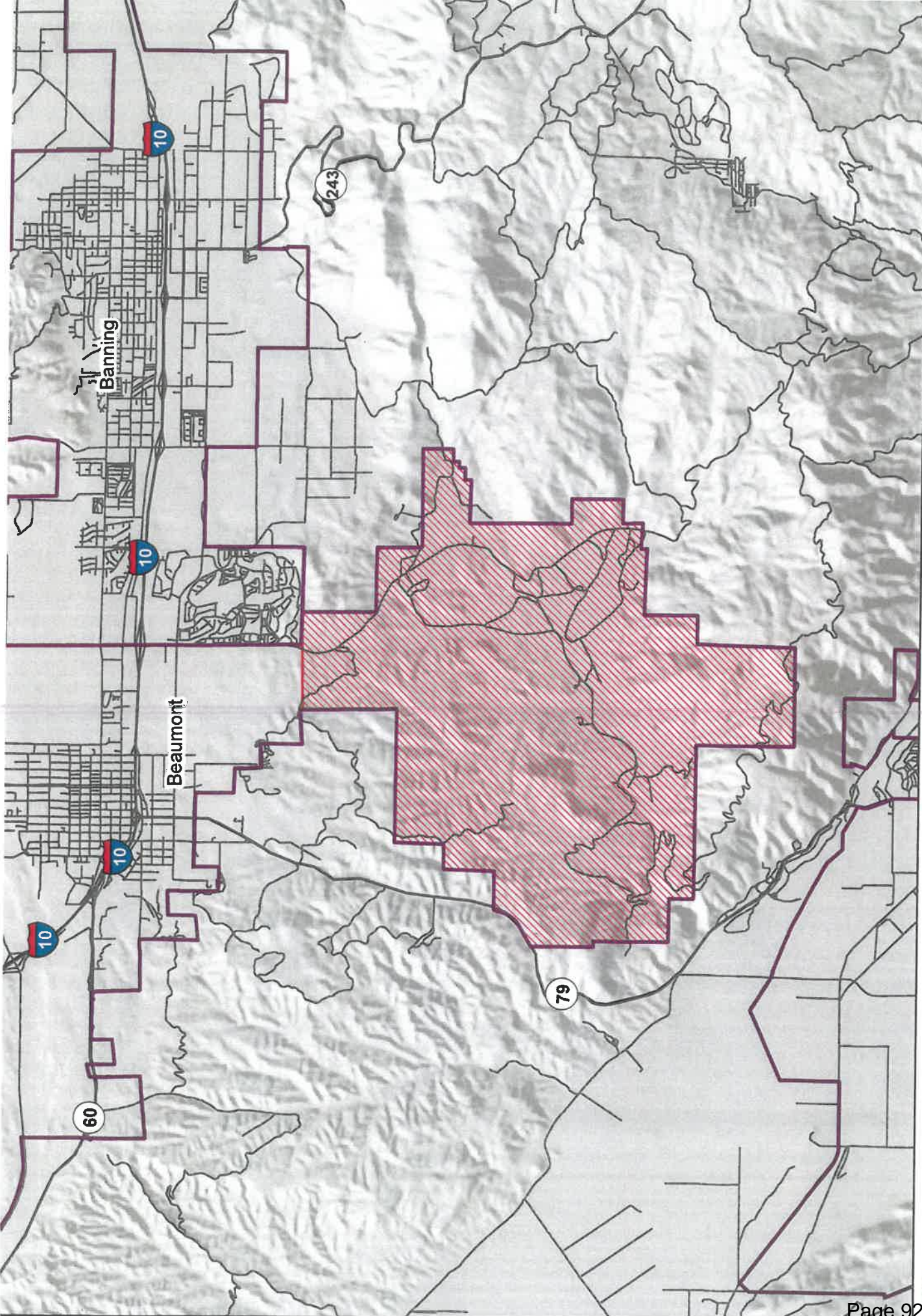
THIS IS THE BUDGET PLAN FOR THE LOCAL RESPONSIBILITY AREA (LRA)
WILDLAND FIRE PROTECTION REIMBURSEMENT AGREEMENT BETWEEN THE
STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY & FIRE PROTECTION (CAL FIRE)
AND THE CITY/TOWN OF Beaumont A LOCAL AGENCY
FOR THE 2019/2020 FISCAL YEAR

AGREEMENT COST CALCULATIONS:

Number of Acres 1173

General Fund Reimbursement	\$ 12.30	\$ 14,427.90
Unit Budget	\$ 20.55	\$ 24,105.15
Sub-Total		\$ 38,533.05
Admin Rate	12.47%	\$ 4,805.07
Total Protection Cost		\$ 43,338.12

Comments Section:



Legend

-  City Boundary
-  Wildland Contract Area

1 in = 1 miles

City of Beaumont Wildland Protection Agreement
 FY 19/20 Contract # 3CA04445
 Page #9





Wildland Operating Plan
Between
The City of Beaumont
and
CAL FIRE/Riverside Unit.

OPERATING PLAN

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APPENDIX

Preplanned Initial Attack Response – Riverside Ranger Unit.....	E-1
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OPERATING PLAN

1. OVERVIEW

This Operating Plan, hereinafter referred to as PLAN, is between the California Department of Forestry & Fire Protection, Riverside Unit, hereinafter referred to as CAL FIRE and the City of Beaumont, Beaumont Fire Department, hereinafter referred to as CITY. It has been developed to specifically address the Agreement for Protection of Wildlands within a Local Agency, hereinafter referred to as AGREEMENT, between CAL FIRE and CITY for wildland fire protection within the city limits.

2. AUTHORITY

The PLAN is required of both CAL FIRE and CITY as part of the AGREEMENT dated July 1, 2019.

3. PURPOSE

This PLAN will provide the Unit Chief of CAL FIRE and the CITY a means for executing the AGREEMENT and is hereby attached as Exhibit E with appendices E-1 and E-2 to that AGREEMENT.

4. DEFINITIONS AND RESTRICTIONS

See AGREEMENT for definitions and descriptions of general terms. This PLAN does not allow either agency to operate outside the limitations in the AGREEMENT.

5. PROCEDURES

- A. Fire Reporting/Reports-When CITY receives a report of a wildfire within the area of the AGREEMENT, it shall promptly notify the Riverside Unit Emergency Command Center (ECC). Each agency will process their appropriate reports and make the information available, upon request of the other agency, in no more than 60 days.
- B. Incident Management-The Incident Command System (ICS) will be used to manage wildfires within the area of the AGREEMENT. Unified Command will be implemented with a CAL FIRE representative and a CITY representative.

- C. Fires within the area of the AGREEMENT-Each agency will maintain a preplanned initial attack response (PIAR) for fires within the area of the AGREEMENT. See Appendices E-1 and E-2. Immediate cooperation between agency dispatch centers will occur to ensure prompt response of appropriate resources into the area of the fire. CAL FIRE resources will be ordered according to the terms of the AGREEMENT through the ECC. Any augmentation of the preplanned response, with CAL FIRE resources, shall be authorized by a CAL FIRE Incident Commander or Agency Representative. Augmentation of the preplanned response may require a post incident audit. The audit will seek to demonstrate that adjacent CAL FIRE Direct Protection Areas (DPA's) were threatened, or that the augmentation was justified on a cost efficiency basis. Local government and private resources will be ordered through the CITY dispatch center (DISPATCH) to ensure proper utilization of the Master Mutual Aid Agreement.
- D. Mutual Aid-All initial attack resources will be considered mutual aid for the purpose of this AGREEMENT.
- E. Initial Attack-Initial attack resources will always be based on the closest resources concept identified in the PIAR. See Appendices E-1 and E-2.
- F. Move-Up & Cover-Station coverage will be exchanged between both agencies when appropriate. To prevent long-term coverage problems to either agency, the covering agency's engines will be replaced with the covered agency's resources as soon as it is practical to do so.
- G. Fire Information: Unified Command-
1. Both agencies will enter into a unified command structure to manage the incident by establishing a common set of incident objectives and strategies. This will be accomplished without losing or abdicating agency authority, responsibility or accountability. A Unified Ordering Point will be identified and established.
 2. Representatives of both agencies will meet as needed to discuss procedures governing and locations of potential Information Centers. Both agencies will strive to maintain a roster of certified Public Information Officers for use during emergencies.
 3. The Unified Command will determine which agency will provide the Lead Information Officer. Normally, it will be the agency with the greatest commitment of resources on the incident.

- H. Representatives of CAL FIRE and CITY, of the rank of Battalion Chief or higher, may order resources directly from the ECC or DISPATCH when an immediate need arises. These resources may include engines, fire crews and bulldozers in accordance with the AGREEMENT. Resources sent in response to these requests will conform to the closet resources concept

6. ADMINISTRATION

The CAL FIRE Unit Chief and the CITY Fire Chief, or their designees, along with representatives from the CAL FIRE ECC and CITY DISPATCH will meet annually to discuss, review, and update the following items; procedures for reporting fires, procedures to dispatch resources to fires within the area of the AGREEMENT, procedures to dispatch resources to fires along the boundaries of the area of the AGREEMENT, and exchange general or specific information which may affect the other agency.

7. FIRE PREVENTION

A. POLICY

All fire prevention activities conducted on lands within the area of the AGREEMENT will be consistent with both agencies guidelines. CAL FIRE and CITY will be expected to conduct a year-round, aggressive fire prevention program using guidelines within CAL FIRE Handbook 9000 and CITY Fire Prevention Guidelines. This will include, but is not limited to, annual analysis and planning sessions to generate an active fire prevention plan.

1. Public Information Program-This will include all types of fire prevention news releases through the available media. Other methods will include public meetings, fairs, rodeos, parades, services clubs and a regular schedule of school programs for all grades.
2. Protection/Planning Issues-Although the responsibility for enforcing fire safe ordinances pertaining to improvements in wildland areas within the city limits is the responsibility of CITY, a CAL FIRE representative will be available upon request to comment on these issues and assist in the enforcement of related ordinances.
3. Hazard Reduction Inspections
 - a. Home Inspection – CAL FIRE will work directly with CITY to enforce Public Resources Code (PRC) Sections 4291, 4446, 4442, 4123, or the Uniform Fire Code sections when applicable.
 - b. Power line Inspections – CAL FIRE will work directly with CITY inspecting power lines over 750 volts, using PRC 4292 and 4293 as a guide.

B. RESPONSIBILITY

CAL FIRE and CITY personnel will, in the performance of their duties, give full consideration to the prevention of fires and public education. Both agencies will allow staff to establish attainable fire prevention goals.

C. EXISTING AND PROJECTED DEMAND

Fire Prevention and suppression are the primary roles for both agencies. If the demand for services increases in the future, both agencies will develop more intensive programs. Fire protection and prevention will be influenced by the following factors:

1. Increased recreational use.
2. Increased residential and commercial development.
3. Increased utilization of vacation residences.
4. Industrial activity.

D. OBJECTIVES

The primary objective of the fire prevention plan is the reduction of fire suppression expenditures and damages from human-caused fires. The secondary objective is a current and comprehensive public education program for fire safety awareness and code enforcement.

E. RECOMMENDED ACTIONS

Both agencies will actively pursue public awareness programs through the following:

1. Public Education
 - a. School programs, ages K-12
 - b. Roadside sign program
 - c. Timely newspaper articles concerning fire awareness
 - d. Attendance at various local events which lend themselves to fire prevention displays.

2. Code Enforcement

- a. Active PRC 4291 home inspection program in target areas.
- b. Enforcement of the Fire Safe Ordinances as they apply to construction in watershed areas. CAL FIRE will take an advisory role with the CITY Fire Marshal within the areas of the AGREEMENT.

F. FUEL MODIFICATION

Both agencies will continue to encourage individual property owners and property owner associations to establish and maintain a healthy fuel complex through the following:

1. Prescribed burning through available programs.
2. Forest practice inspections.
3. Fuel modification using mechanized systems, fire crews, and local resources.
4. Biomass programs to control stems per acre, and remove dead and down materials.

G. BURNING PERMITS

Burning permits will be required in the city limits consistent with those guidelines established in adjacent areas. This will provide consistency in the burn hours and any controls needed for the overall program.

1. Burning Permit Issuance

The CITY has the responsibility of issuing burn permits within the city limits and the area of the AGREEMENT. Both agencies will agree to and establish burn permit guidelines by April 1 of each year. The guidelines will follow those established by CAL FIRE to ensure consistency in the burn programs in both the CITY and areas adjacent to CAL FIRE.

2. Suspension of Permit Procedures

The suspension of burning permits in the area of the AGREEMENT will be directly related to the burning permit suspension procedures outside the area of the AGREEMENT to ensure area-wide consistency. Suspensions will be based on input from CAL FIRE and CITY.

H. MONITORING AND EVALUATION

Periodic monitoring and evaluation of the PLAN will provide the opportunity to make orderly and timely amendments and revisions of the PLAN. Monitoring will determine if the:

1. PLAN is being followed.
2. PLAN objectives are being met.
3. PLAN is achieving desired results.

8. APPROVAL:


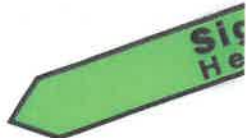
This PLAN is approved and authorized as Exhibit B Attachment 3 of the AGREEMENT between CAL FIRE and CITY:

FOR CAL FIRE:

California Department of Forestry
& Fire Protection
Riverside Unit
210 W. San Jacinto Ave
Perris, CA 92570

FOR CITY:

City of Beaumont
550 East 6th Street
Beaumont CA. 92223


Shawn Newman, Unit Chief
Todd Parton, City Manager

APPENDIX E-1

PREPLANNED INITIAL ATTACK RESPONSE
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
BEAUMONT WILDLAND FIRE PROTECTION AGREEMENT

	Battalion Chief	Engines	Air Attack	Air Tanker	Helicopter	Dozer	Crew	Water Tender
Low	0	2	0	0	0	0	0	0
Medium	2	5%	1	2	1	2	2	1
High	2	10%	1	2	1	2	4	1

% ~ Must include (3) Type 3 engines on a MEDIUM and (4) Type 3 engines on a HIGH dispatch

STATE OF CALIFORNIA
AGREEMENT SUMMARY
 STD 215 (Rev. 05/2017)

AGREEMENT NUMBER 3CA04445	AMENDMENT NUMBER
--	-------------------------

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

TOTAL AMOUNT ENCUMBERED TO DATE

ACCOUNTING OFFICER'S SIGNATURE

ACCOUNTING OFFICER'S NAME (Print or Type)

DATE SIGNED

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	7/1/19	6/30/20	\$43,338.12	EXEMPT
Amendment 1				
Amendment 2				
TOTAL			\$43,338.12	

13. BIDDING METHOD USED

- Request for Proposal (RFP) (Attach justification if secondary method is used)
 Use of Master Service Agreement
 Invitation for Bid (IFB)
 Exempt from Bidding (Give authority for exempt status)
 Sole Source Contract (Attach STD. 821)
 Other (Explain) Reimbursement

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

Not Applicable. This is a reimbursement agreement with a local agency.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE

SIGNER'S NAME (Print or Type)

DATE SIGNED

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? No Yes N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? No Yes N/A

20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? None on file No Yes N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

- A. Contractor Certification Clauses No Yes N/A
 B. STD 204 Vendor Data Record No Yes N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

No Yes N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?

No Yes

SB/DVBE Certification Number:

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)

No (Explain below) Yes _____ % of Agreement

Local government agreements are exempt from DVBE requirements per SCM Section 8.12 D.

AGREEMENT SUMMARY

STD 215 (Rev. 05/2017)

AGREEMENT NUMBER

3CA04445

AMENDMENT NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME
LONGER THAN THREE YEARS?

No



Yes (If Yes, provide justification below)

This is an ongoing fire protection agreement in which CAL FIRE provides services to and is reimbursed by a local agency. Local agency has control over the approval based on fiscal and board restraints; this includes and extension clause to enable CAL FIRE to provide continuous, uninterrupted protection to local agency.

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE



NAME/TITLE (Print or Type)

Division Chief

DATE SIGNED

4/23/2019

AGREEMENT SUMMARY

STD 215 (Rev. 05/2017)

AGREEMENT NUMBER

3CA04445

AMENDMENT NUMBER

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE	NAME/TITLE(<i>Print or Type</i>)	DATE SIGNED	
PHONE NUMBER	STREET ADDRESS		
EMAIL	CITY	STATE	ZIP

Staff Report

TO: Mayor and Council Members
FROM: Jeff Hart, Public Works Director
DATE: May 7, 2019
SUBJECT: Approve First Amendment to Professional Services Agreement with Minagar & Associates Inc., for a Total Not to Exceed \$200,000 Annually for Traffic Engineering Services

Background and Analysis:

On June 19, 2018 City Council accepted the award of professional services agreement for traffic engineering services to Minagar & Associates, Inc., for a term of three years in an amount not to exceed \$50,000 annually. The City is proposing to amend the professional services agreement with Minagar & Associates, Inc., to allow for an annual not to exceed amount of \$200,000. The increase of \$150,000 will be used by the City only for on-call traffic engineering services through Minagar & Associates where projects are funded through developer reimbursement agreements, development impact fees, non-general fund capital improvement funds, grants or other sources exclusive of the general fund. The \$50,000 allotted annually for City requested tasks will remain unchanged and may be paid from the general fund. Authorizing the additional amount will allow staff to engage in services with Minagar & Associates for projects funded by other revenue sources and not impact the ability to utilize Minagar & Associates for City requested projects consistent with the original approved professional services agreement.

Fiscal Impact:

No additional impact to the general fund, authorizations will be offset by additional revenues.

Finance Director Review: 

Recommendation:

1. Approve First Amendment to professional services agreement with Minagar & Associates Inc., for a total not to exceed \$200,000 annually for traffic engineering services.

City Manager Review: 

Attachments:

- A. Minagar & Associates, Inc. First Amendment to Professional Services Agreement
- B. Minagar & Associates, Inc. Professional Services Agreement

Attachment A

Minagar & Associates, Inc. First Amendment to Professional Services Agreement

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF BEAUMONT AND MINAGAR & ASSOCIATES, INC., FOR TRAFFIC
ENGINEERING SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 7th day of May, 2019, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and MINAGAR & ASSOCIATES, INC., a whose address is 23272 Mill Creek Drive, Suite #240 Laguna Hills, Ca 92653 (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

1. RECITALS

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

A. On July 1st, 2018, the City and MINAGAR & ASSOCIATES, INC., entered into that certain agreement entitled “Agreement for Professional Services by Independent Contractor” for Traffic Engineering Services (“Agreement”).

B. City has requested an increase in the contract amount that shall not exceed One Hundred and Fifty Thousand Dollars (\$150,000) annually, resulting in a total not to exceed amount of Two Hundred Thousand Dollars (\$200,000) annually.

2. AMENDMENT

Section 4.01 of the Agreement is hereby amended to increase the maximum compensation under the Agreement as follows: Under the original Agreement, compensation was set at an amount not to exceed Fifty Thousand Dollars (50,000). Per this First Amendment, there shall be an increased compensation of One Hundred and Fifty Thousand Dollars (\$150,000) resulting in total compensation under the Agreement not to exceed Two Hundred Thousand Dollars (\$200,000) annually.

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 1st Amendment to Professional Services Agreement to be effective as of the day and year first above-written.

CITY:

CONTRACTOR:

CITY OF BEAUMONT

By: _____

By: _____

Julio Martinez, Mayor

Print Name: _____

ATTEST

Title: _____

City Clerk

APPROVED AS TO FORM

John Pinkney, City Attorney

Attachment B

Minagar & Associates, Inc. Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 1st day of July, 2018, by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and Minagar & Associates, Inc. whose address is 23272 Mill Creek Drive, Suite # 240 Laguna Hills, Ca. 92653 ("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 solicited a Request for Proposals for Traffic Engineering Services a copy of which is attached hereto as Exhibit "A" and made a part hereof by this reference.
- B. CONTRACTOR has made a proposal ("Proposal") to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit "B" and made a part herof by this reference; and
- C. CITY desires to engage CONTRACTOR to provide Traffic Engineering Services; and
- D. 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, which are incorporated herein by this reference, and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after three (3) 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: intersection analysis, traffic count data, trip generation studies, policy area compliance, traffic modeling, traffic signal design and plan checks, traffic control plan check, signal warrant analysis, and technical resource and other traffic related studies. 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 Fred Minagar 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 on an hourly basis 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. Notwithstanding anything in this Section 4, total fees and charges paid by CITY under this Agreement shall not exceed Fifty Thousand Dollars (\$50,000) annually. Notwithstanding anything to the contrary in this Agreement, any terms in the Proposal that are in conflict with or in addition to the terms in this Agreement shall be of no force or effect.

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

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

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

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

5. Obligations of CONTRACTOR.

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

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

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

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

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

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

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

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

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of

California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

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

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

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

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

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

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

7. General Conditions pertaining to Insurance Coverage

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

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

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

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

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

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

8. Indemnification.

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

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any

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

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

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

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

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own

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

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

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

12. Ownership of Documents; Audit.

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

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

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

CITY:

CONTRACTOR:

CITY OF BEAUMONT

MINAGAR & ASSOCIATES, INC.

By: *Nancy Carroll*
Nancy Carroll, Mayor

By: *Fred Minagar*

Print Name: FRED MINAGAR

Title: Principal



Staff Report

TO: Mayor and Council Members
FROM: Elizabeth Gibbs, Community Services Director
DATE: May 7, 2019
SUBJECT: Beaumont Municipal Pool Renovation Update

The Plunge Renovation Project Update:

The City of Beaumont provides many recreations programs and venues to engage the community and enhance the quality of life for our residents. One such facility is the Beaumont Municipal Pool (Plunge) located at 985 Maple Avenue, which opened in the early 1960s. The pool is one such facility where residents can enjoy a place to swim, relax, and socialize while cooling off in the summer's heat.

As part of the adopted Capital Improvement Program for Fiscal Year 2018-2019, \$25,000 was allocated to upgrade the building and other amenities at the Plunge. The first step in the renovations was to design a new logo specifically for the Plunge (Attachment 1). Building upgrades and improvements include new paint inside and out with a new color scheme, new pool furniture for patrons, new carpet in parts of the building, and a new storage room for equipment (Attachment 2).

In addition to the renovation project, the City hired Jeff Ellis & Associates, Inc. (Ellis) to train and license the pool manager in critical areas, including:

- Safety & Health Instruction,
- Safety & Health Instructor Trainer,
- Train the Trainer,
- VanGuard™ Aquatics Leadership,
- Health Care Provider BLS (CPR & AED),
- Preventing Bloodborne Pathogens, and
- Standard First Aid.

All lifeguards will be licensed through Ellis; additionally, staff will be trained in Water Safety through the American Red Cross.

Schedule and Programs:

The Plunge will officially open, Saturday, May 25, 2019, for the Memorial Day weekend. Thereafter, open swim will be daily from June 7, through August 4, 2019. Once school

resumes in August, the Plunge will remain open on weekends through Labor Day and will close for the season at that time.

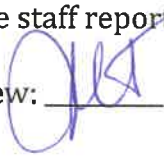
Many special events are planned at the Plunge, including:

- Official grand re-opening celebration – 4th of July
- Daily swim lessons
- Movie nights – weekly – float in the pool while watching a movie
- Adult water exercise – Tuesdays and Thursdays
- Family Swim – nightly

Fiscal Impact:

The cost to prepare the staff report was approximately \$200.

Finance Director Review: _____



Recommendation:

1. Receive and file.

City Manager Review: _____



Attachments:

- A. New Plunge logo
- B. Photos showing renovations

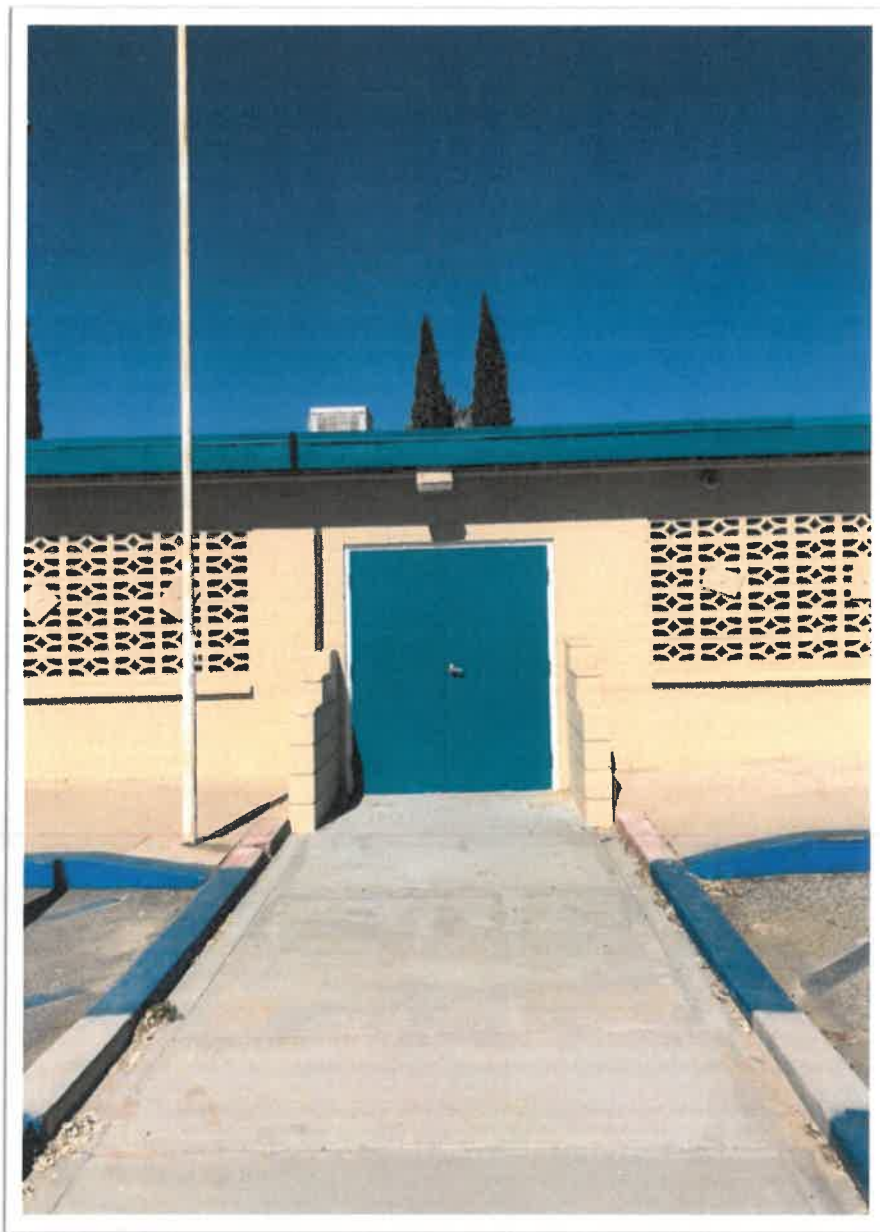
New Logo



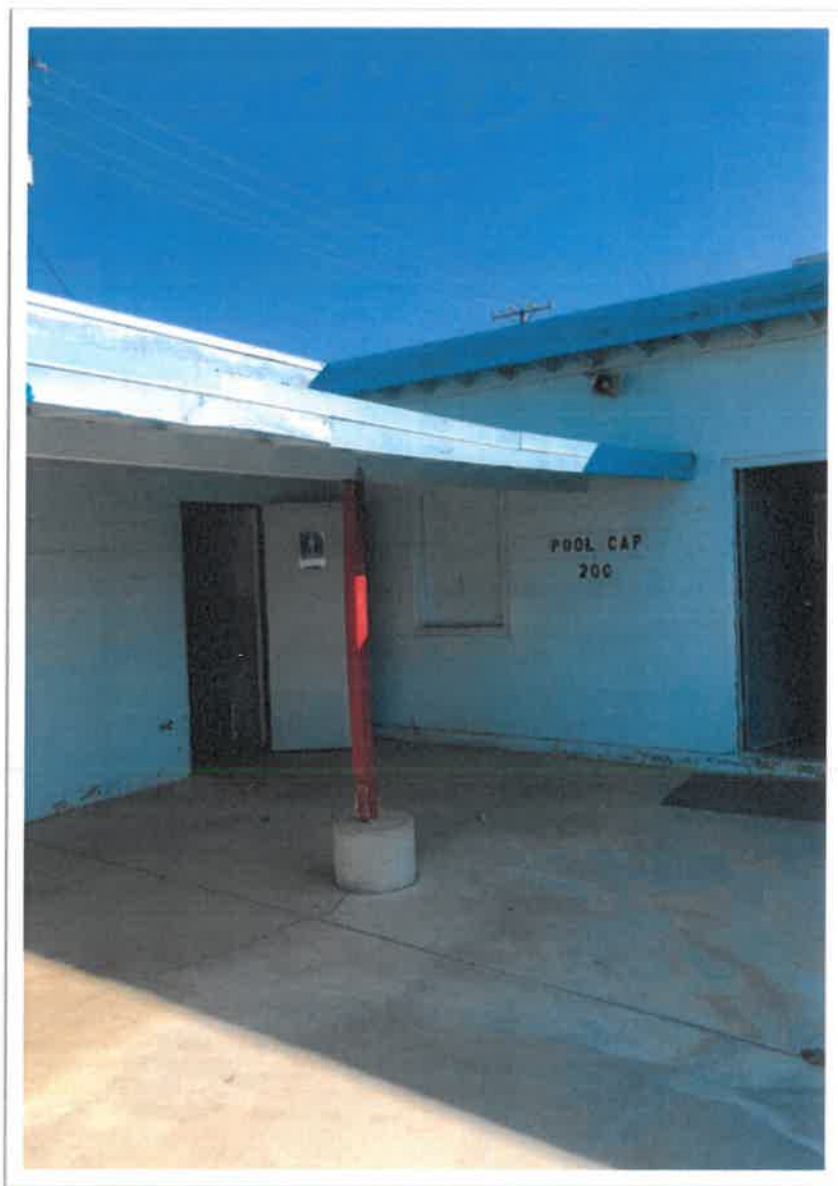
Before:



After:



Before:



After:



Before:



After:



Staff Report

TO: Mayor and City Council Members
 FROM: Christina Taylor, Community Development Director
 DATE: May 7, 2019
 Subject: 2018 General Plan Annual Progress Report

Background and Analysis:

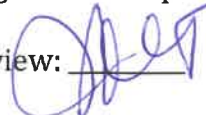
California Government Code Section 65300 requires each city and county to adopt a general plan for the physical development of the jurisdiction. The City of Beaumont General Plan establishes a vision for the City’s long-term growth and enhancement and provides strategies and implementing actions to achieve this vision. State law requires that general plans include seven elements which must cover the following topics: Land Use, Circulation, Housing, Safety, Noise, Conservation, and Open Space.

The City of Beaumont adopted its General Plan in 2007; the Housing Element update was subsequently adopted in 2013. Section 65400 of the California Government Code requires the City to prepare an annual report addressing the status of the General Plan and progress made toward implementing its goals and policies, including the City’s progress in meeting its share of regional housing needs. The progress report must be submitted to the City Council, the Governor’s Office of Planning and Research (OPR), and the Housing and Community Development Department (HCD). The section of this report pertaining to the Housing Element has already been submitted to the HCD as well as OPR.

The 2018 General Plan Annual Progress Report is attached for Council’s review. The Annual Housing Element Progress Report is included with the Annual Report. Progress on the other General Plan elements, is contained in the body of the report. The Governor’s Office of Planning and Research requires that the City Council review and approve the General Plan Annual Progress Report prior to staff submitting it to the State.

Fiscal impact:

The cost of preparing the staff report is estimated to be \$800.

Finance Director Review: 

Recommendation:

1. Approve the 2018 General Plan Annual Progress Report and direct staff to submit the report to the Governor’s Office of Planning and Research; and

2. Waive the full reading and adopt by title only "A Resolution of the City Council of Beaumont to Approve the 2018 General Plan Annual Progress Report."

City Manager Review:  _____

Attachments:

- A. 2018 General Plan Annual Progress Report
- B. Resolution

CITY OF BEAUMONT

GENERAL PLAN ANNUAL PROGRESS REPORT

Calendar Year 2018

Prepared by the
Community Development Department



Government Code Section 65400(b)(1) mandates that all cities and counties submit to their legislative bodies an annual report on the status of the general plan and progress in its implementation. This document satisfies the Government Code requirement.

City of Beaumont
General Plan Annual Progress Report
Calendar Year 2018

City Council

Mayor Julio Martinez

Mayor Pro Tempore Rey Santos

Council Member Mike Lara

Council Member Lloyd White

Council Member Nancy Caroll

City Manager

Todd Parton

Assistant City Manager

Kristine Day

Community Development Director

Christina Taylor

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Appendix A Government Code Section 65400

Appendix B Annual Housing Element Progress Report

INTRODUCTION

Government Code Section 65400 (b)(1) mandates that all cities and counties submit to their legislative bodies an annual report (Progress Report) on the status of the general plan and progress in its implementation. Only charter cities are exempt from the requirement to prepare progress reports. A copy of this progress report must be sent to the Governor's Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD).

The General Plan Annual Progress Report summarizes the City of Beaumont's progress towards implementing the goals, policies and programs of the City's 2007 General Plan. This report covers the period of January 1, 2018, through December 31, 2018. The report also provides an overview of the activities of the Community Development Department which includes Planning, and Building and Safety.

Review and Acceptance by Local Legislative Body

The State of California Governor's Office of Planning and Research and the State Department of Housing and Community Development will also receive a copy of The City of Beaumont's General Plan progress report after it is reviewed and accepted by the Beaumont City Council. The City Council can accept this on consent, or as a discussion item.

BACKGROUND

The City of Beaumont was incorporated on November 18, 1912. Beaumont is a General Law City under the Council/Manager form of government. Located in the Riverside County, Beaumont is located 110 miles north of San Diego, 50 miles east of Los Angeles, 50 miles northeast of the heart of Orange County and 15 miles west of the City of San Bernardino.

The City and its designated sphere of influence, encompass approximately 48 square miles. The land area within the City's corporate boundaries is approximately 26 square

miles. In the coming years, the City will likely be among the fastest growing areas of the Southern California region due to the availability of developable land, the relatively low housing costs, and its desirability as a retirement community. The City's location in relation to the major regional transportation facilities that include the I-10 and SR-60 freeway and the Union Pacific railroad, has also enhanced its desirability as an industrial location.

The geographic area governed by the Beaumont General Plan includes the City's corporate boundaries as they existed in 2005 and the City's established Sphere of Influence. Because there is considerable variation within the area governed by this General Plan, the larger Beaumont Planning Area has been subdivided into eight smaller Planning Areas. These planning areas are described below:

Town Center Planning Area. This planning area corresponds to the original, older residential section of the City. The Planning Area is bounded by 8th Street on the south, Cherry Avenue on the east, Elm Avenue on the west, and Oak Valley Parkway on the north. Residential development within this Planning Area largely consists of single-family residential development with multiple family residential development occupying infill lots.

Oak Valley Planning Area. This Planning Area is dominated by the Oak Valley development, located north of the Oak Valley Parkway and east of the I-10 Freeway and the Three Rings Ranch and Kirkwood developments located to the south of Oak Valley Parkway. The Planning Area is bounded by the I-10 Freeway on the west and south, Elm Avenue on the east, and Brookside Avenue on the north.

North Beaumont Planning Area. This Planning Area is also dominated by residential land uses generally characterized by newer single-family developments such as the Mountain Meadows and Cougar Ranch developments. The Planning Area is bounded by Beaumont Avenue on the west, Cherry Avenue on the east, the Oak Valley Parkway on the south, and Brookside Avenue on the north.

East Beaumont Planning Area. This Planning Area includes the Sundance development. The Planning Area is generally bounded by Brookside Avenue on the north, Cherry Avenue on the west, 8th Street on the south, and Highland Springs Avenue on the east. The Highland Springs resort is also included in this Planning Area.

6th Street Corridor Planning Area. This Planning Area is bounded by 8th Street on the north, the I-10 Freeway on the south, Highland Springs Avenue on the east, and the I-10 and the SR-60 interchange on the west. Commercial and industrial uses located along the 6th Street frontage are the predominant land uses within this Planning Area. A large number of homes are also found in the Planning Area, south of 8th Street.

Southeast Beaumont Planning Area. This Planning Area is located to the south of the I-10 Freeway and east of Highway 79 (Beaumont Avenue) and contains large tracts of undeveloped land and farmland. Industrial development is located south of the I-10 Freeway and Union Pacific railroad. The Planning Area is bounded by the I-10 Freeway on the north and Highland Springs Road on the east.

Southwest Beaumont Planning Area. This Planning Area is located to the south of the I-10 Freeway and west of Highway 79 (Beaumont Avenue). This Planning Area contains large tracts of undeveloped land, farmland, and industrial development located south of the I-10 Freeway and Union Pacific railroad. The Planning Area is bounded by the I-10 and the SR-60 Freeways on the north.

West Beaumont Planning Area. This large Planning Area is located west of the I-10 Freeway and includes the areas located north of the SR-60 Freeway. The majority of the Planning Area is currently undeveloped though new residential projects are planned.

PLANNING

This section outlines the activities of the Planning Department from January 2018, through December 2018. The day-to-day planning activities include:

- Administrating the City's Zoning Ordinance
- Answering public inquiries on the telephone and over the public counter
- Processing planning applications for the Planning Commission and City Council
- Reviewing and approving business license applications for zoning compliance
- Preparing reports for the Planning Commission and City Council
- Reviewing development plans for compliance with City standards

During calendar year 2018, the City of Beaumont had no updates to the General Plan. The City had no new specific plans and one (1) completed specific plan amendment. The following list included applications that were processed and completed through Planning during 2018:

- One (1) Parcel Map Application
- Ten (10) Conditional Use Permits
- Ninety-nine (99) Plot Plan Applications
- Thirty (30) Variance Applications

BUILDING AND SAFETY

Building and Safety is responsible for a variety of tasks that include issuing permits, processing plan check submittals, and inspections. The Building and Safety Department reviews all plans and permits for compliance with California building codes. New building construction and tenant improvements require plan check review for zoning and building code compliance.

During calendar year 2018, the City of Beaumont Building and Safety Department issued a total of 2,704 permits as follows:

- 127 New Non-Residential Construction Permits
- 2,580 Residential Permits

HOUSING ELEMENT REPORTING REQUIREMENTS

The State Department of Housing and Community Development (HCD) has standardized forms for addressing the Housing Element portion of this Annual Progress Report, which is contained in Appendix B.

GENERAL PLAN IMPLEMENTATION

The City's General Plan is made up of six (6) elements that include the seven (7) elements required by State Law:

- Community Development
 - Land Use
- Housing
- Transportation and Circulation
- Resource Management
 - Open Space
 - Conservation
- Population and Housing
- Safety
 - Safety
 - Noise

Community Development - Land Use

The Community Development-Land Use Element guides the City's land use policy and insures that appropriate development takes place, with adequate provision of public services and utilities. Land use designations are defined and mapped. The land use designations roughly correspond to the City's zoning designations. Although development throughout the City is encouraged, most of the new activity the City experienced was in the East and Southeast Beaumont Planning Areas.

The Community Development Element sets policies and priorities for how the City will develop and takes into account many facets involved in growing a community. The element goals include preserving existing residential neighborhoods and promoting the

development of more housing; expanding the City's commercial, industrial and other employment generating land uses; and ensuring timely provision of services through maintenance and improvement of infrastructure.

As required by law, potential impacts from new development are assessed under CEQA. Additional conditions of approval and mitigation may be required if deemed necessary to provide for issues such as screening, habitat conservation, parking, noise-reduction (etc.), or otherwise address issues per the General Plan's direction.

Population and Housing

The City of Beaumont Housing Element was certified by the State Department of Housing and Community Development on December 17, 2013, for the 2013-2021 planning period. The Housing Element was not amended during Calendar Year 2018.

Pursuant to Government Code Section 65400, the City Council is required to prepare an annual report on the status and progress in implementing the City's Housing Element using forms and definitions adopted by the Department of Housing and Community Development. This report has been submitted for 2018 and is required to be used for the Annual Progress Report. The completed forms for Calendar Year 2018 are attached as Appendix B to this report.

Transportation and Circulation

The Transportation and Circulation Element guides the City's decision making regarding transportation, roadways and performance standards. Through the goals and policies of the Transportation and Circulation Element, the City strives to improve both local and regional transportation systems.

This element was not updated during the 2018 calendar year. Several major transportation projects were either started or completed this year:

- **8th Street Road Resurfacing Project** – 8th Street Road Resurfacing Project included removal and replacement of existing asphalt and base from Pennsylvania Ave to Xenia Ave containing 0.64 miles of roadway segment length. The project was initiated in 2017 and completed in early 2018.

- **Oak Valley Parkway & Xenia Avenue Street Improvement Project** - The project included grinding or removing of existing asphalt paving, dirt shoulder or miscellaneous improvements, installation of curb and gutter, sidewalk, driveway approaches and ADA ramps, and construction of asphalt pavement overlay and full section reconstruction with aggregate base and subgrade prep. Project limits for Oak Valley Parkway included the following sections: 700' E/O Desert Lawn Drive to I-10 freeway and Beaumont Avenue to Cherry Avenue. Project limits for Xenia Avenue included the following sections: 6th Street to 8th Street.
- **Potrero Interchange Project** – The project includes construction of a bridge from existing Potrero Boulevard over State Route 60 Highway. In phase two of the project, on and off ramps will be connected to the new Potrero Bridge, which will provide vehicular traffic to merge onto SR 60. Land acquisition from multiple landowners adjacent to the project, obtaining environmental clearance, obtaining Caltrans approval for the project, constructing engineering plans for the project, and utility relocation agreements with utility companies were all completed in 2017. Construction of the project is nearing completion with Phase II being readied.

Resource Management

The Resource Management Element indicates those policies that are relevant to the preservation, conservation, or management of important natural and man-made resources. The Element addresses soil, hydrology, biology, air quality, cultural resource management and open space. The Land Use Map was not updated in 2018. The Element goals and policies for Resource Management focus on balancing the natural and the built environments. The City works toward achieving this balance through the following:

- Promoting the maintenance of open space and agricultural resources
- Implementing best practices for soil and water conservation
- Encouraging environmentally sensitive development
- Continuing work on local and regional parks and trails

The City continues working toward implementation of the Resource Management Element goals through management, preservation or protection of our resources while still providing a robust environment for our residents to enjoy.

Safety and Noise

The Safety and Noise Element was not amended during calendar year 2018.

Due to the nature of the policies of the Safety and Noise Element, efforts to implement this Element of the General Plan are on-going. Projects are reviewed on a case-by-case basis for adverse impacts to the environment and sensitive receptors.

The Safety Element establishes City policy relative to the reduction and mitigation of natural and manmade hazards that must be considered in future planning and decision-making. The public's health and safety is an important component of the General Plan due to the City's location in a seismically active region. This Element's scope has been expanded to include noise exposure and abatement.

The Element is concerned with identifying existing hazards and ways to reduce the risk from the hazards on persons and on property. State law requires that every safety element include the following components:

- The identification, mapping, and appraisal of seismic hazards of concern to planning and future development, including areas subject to liquefaction, ground-shaking, surface rupture, or seismic sea waves (Section 65302(f);
- An appraisal of mudslides, landslides, and slope stability that might occur as a result of a seismic disturbance (Section 65302(f); and,
- The identification of the potential for fires and other natural and manmade disasters and measures designed to reduce the loss of life, injury, and damage to property (Section 65302(i).

The State guidelines are also very specific as to the content of noise elements. Government Code Section 65302(f) indicates that the noise element should be prepared according to guidelines established by the State Department of Health Services. At a

minimum, the Government Code requires that the Element analyzes and projects noise levels for:

- Highways and freeways;
- Primary arterials and major local streets;
- Passenger and freight on-line railroad operations and ground rapid transit systems;
- Commercial, general aviation, heliport, helistop, and military airport operations; aircraft over flights, jet engine test stands, and all other ground facilities and maintenance functions related to airport operations;
- Local industrial plants, including, but not limited to, railroad classification yards; and,
- Other ground stationary sources identified by local agencies as contributing to the community noise environment.

The City's Safety Element takes all of these requirements into account and adheres to the standards for safety and noise as identified in the General Plan and as required by law.

GENERAL PLAN UPDATE

The General Plan is the guiding land development document and blueprint of the City. The City of Beaumont General Plan was last updated in March 2007. Although it has served the community well, the City has experienced tremendous growth within the past decade and new development patterns have evolved. Statewide, most developing cities update their general plans every eight to ten years to ensure their plans are up to date to better streamline development and protect themselves from legal challenges due to out of date planning documents. The General Plan needs to be updated in order to provide comprehensive direction, relevant goals, policies, and implementation programs that can effectively guide the City forward for the next ten years. In 2017, the City sent out a RFP (Request for Proposals) to update the City's General Plan. The comprehensive General Plan Update is anticipated to be complete in the first quarter of 2020.

Appendix A

California Government Code Section 65400 states:

(a) After the legislative body has adopted all or part of a general plan, the planning agency shall do both of the following:

(1) Investigate and make recommendations to the legislative body regarding reasonable and practical means for implementing the general plan or element of the general plan, so that it will serve as an effective guide for orderly growth and development, preservation and conservation of open-space land and natural resources, and the efficient expenditure of public funds relating to the subjects addressed in the general plan.

(2) Provide by April 1 of each year an annual report to the legislative body, the Office of Planning and Research, and the Department of Housing and Community Development that includes all of the following:

(A) The status of the plan and progress in its implementation.

(B) The progress in meeting its share of regional housing needs determined pursuant to Section 65584 and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to paragraph (3) of subdivision (c) of Section 65583. The housing element portion of the annual report, as required by this paragraph, shall be prepared through the use of forms and definitions adopted by the Department of Housing and Community Development pursuant to the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2). Prior to and after adoption of the forms, the housing element portion of the annual report shall include a section that describes the actions taken by the local government towards completion of the programs and status of the local government's compliance with the deadlines in its housing element. That report shall be considered at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments. The report may include the number of units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved consistent with the standards set forth in paragraph (2) of subdivision (c) of Section 65583.1. The report shall document how the units meet the standards set forth in that subdivision.

(C) The degree to which its approved general plan complies with the guidelines developed and adopted pursuant to Section 65040.2 and the date of the last revision to the general plan.

(b) If a court finds, upon a motion to that effect, that a city, county, or city and county failed to submit, within 60 days of the deadline established in this section, the housing

element portion of the report required pursuant to subparagraph (B) of paragraph (2) of subdivision (a) that substantially complies with the requirements of this section, the court shall issue an order or judgment compelling compliance with this section within 60 days. If the city, county, or city and county fails to comply with the court's order within 60 days, the plaintiff or petitioner may move for sanctions, and the court may, upon that motion, grant appropriate sanctions. The court shall retain jurisdiction to ensure that its order or judgment is carried out. If the court determines that its order or judgment is not carried out within 60 days, the court may issue further orders as provided by law to ensure that the purposes and policies of this section are fulfilled. This subdivision applies to proceedings initiated on or after the first day of October following the adoption of forms and definitions by the Department of Housing and Community Development pursuant to paragraph (2) of subdivision (a), but no sooner than six months following that adoption.

Please Start Here

General Information	
Jurisdiction Name	Beaumont
Reporting Calendar Year	2018
Contact Information	
First Name	Christina
Last Name	Taylor
Title	Community Development Director
Email	ctaylor@beaumontca.gov
Phone	(951) 572-3212
Mailing Address	
Street Address	550 E. 6th Street
City	Beaumont
Zipcode	92223

Submittal Instructions

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. **Online Annual Progress Reporting System (Preferred)** - This enters your information directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*
2. **Email** - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

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Project Identifier		Unit Types		Affordability by Household Incomes - Completed Entitlement										
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4.5+ ADU/MH)	Tenure Reframer O=Owner	Very Low- Income Dead Restricted	Very Low- Income Non Restricted	Low- Income Dead Restricted	Low- Income Non Dead Restricted	Moderate- Income Dead Restricted	Moderate- Income Non Dead Restricted	Above- Moderate- Income	Entitlement Date Approved
New Start Data Entry Below														
		1651 CAROTON ST TR31470-1, LOT 5	SUNDANCE	BLDR2017-1213	SFD	O								
		1588 SIRIUS CT LOT 121	SUNDANCE	BLDR2018-1366	SFD	O								
		36885 CASCIANA LN LOT 86	OLIVEWOOD	BLDR2017-1231	SFD	O								
		36882 CASCIANA LN LOT 98	OLIVEWOOD	BLDR2017-1240	SFD	O								
		1518 AMETHYST LN LOT 74	SUNDANCE	BLDR2018-1361	SFD	O								
		36886 CASCIANA LN LOT 74	OLIVEWOOD	BLDR2017-1239	SFD	O								
		1528 AMETHYST LN LOT 72	SUNDANCE	BLDR2018-1363	SFD	O								
		1675 FERRON LN TR31470-1, LOT 32	SUNDANCE	BLDR2017-1212	SFD	O								
		1678 FERRON LN TR31470-1, LOT 31	SUNDANCE	BLDR2018-1363	SFD	O								
		1513 AMETHYST LN LOT 40	SUNDANCE	BLDR2017-1230	SFD	O								
		36881 CASCIANA LN LOT 85	SUNDANCE	BLDR2017-1235	SFD	O								
		1380 BERGEN LN LOT 86	SUNDANCE	BLDR2017-1227	SFD	O								
		36878 CASCIANA LN LOT 94	OLIVEWOOD	BLDR2017-1237	SFD	O								
		36878 CASCIANA LN LOT 91	OLIVEWOOD	BLDR2017-1235	SFD	O								
		36878 CASCIANA LN LOT 89	OLIVEWOOD	BLDR2017-1233	SFD	O								
		1527 AMETHYST LN LOT 45	SUNDANCE	BLDR2018-1368	SFD	O								
		1527 AMETHYST LN LOT 46	SUNDANCE	BLDR2018-1382	SFD	O								
		1525 AMETHYST LN LOT 39	SUNDANCE	BLDR2018-1382	SFD	O								
		1525 AMETHYST LN LOT 44	SUNDANCE	BLDR2017-1232	SFD	O								
		36886 CASCIANA LN LOT 89	OLIVEWOOD	BLDR2017-1234	SFD	O								
		36886 CASCIANA LN LOT 90	SUNDANCE	BLDR2017-1234	SFD	O								
		1522 AMETHYST LN LOT 73	SUNDANCE	BLDR2018-1382	SFD	O								
		36882 CASCIANA LN LOT 93	OLIVEWOOD	BLDR2017-1236	SFD	O								
		1922 SIRIUS CT LOT 120	SUNDANCE	BLDR2018-1386	SFD	O								
		1423 WHITE DWARK DR LOT 97	SUNDANCE	BLDR2018-1371	SFD	O								
		1270 SIRIUS CT LOT 122	SUNDANCE	BLDR2018-1387	SFD	O								
		1528 WHITE DWARK DR LOT 95	SUNDANCE	BLDR2018-1373	SFD	O								
		1528 AMETHYST LN LOT 71	SUNDANCE	BLDR2018-1384	SFD	O								
		1423 WHITE DWARK DR LOT 98	SUNDANCE	BLDR2018-1370	SFD	O								
		1689 COTON ST TR31470-1, LOT 9	SUNDANCE	BLDR2017-1214	SFD	O								
		1372 BERGEN LN LOT 87	SUNDANCE	BLDR2018-1384	SFD	O								
		9887 CASCIANA LN LOT 86	OLIVEWOOD	BLDR2017-1238	SFD	O								
		1531 AMETHYST LN LOT 46	SUNDANCE	BLDR2018-1389	SFD	O								
		1419 WHITE DWARK DR LOT 98	SUNDANCE	BLDR2018-1372	SFD	O								
		1517 AMETHYST LN LOT 41	SUNDANCE	BLDR2018-1384	SFD	O								
		1523 AMETHYST LN LOT 43	SUNDANCE	BLDR2018-1386	SFD	O								
		1380 BERGEN LN LOT 88	SUNDANCE	BLDR2018-1386	SFD	O								
		1514 AMETHYST LN LOT 75	SUNDANCE	BLDR2018-1380	SFD	O								
		36887 CASCIANA LN LOT 87	OLIVEWOOD	BLDR2017-1232	SFD	O								
		1521 AMETHYST LN LOT 42	SUNDANCE	BLDR2018-1385	SFD	O								
		1565 SIRIUS CT LOT	SUNDANCE	BLDR2018-1388	SFD	O								
		633 FAITH CIR	BLDR2018-1434	BLDR2018-1434	SFD	O								
		628 FAITH CIR	BLDR2018-1435	BLDR2018-1435	SFD	O								
		630 FAITH CIR	BLDR2018-1411	BLDR2018-1411	SFD	O								
		944 MOCK BLF LOT 88	FOUR SEASONS	BLDR2018-1689	SFD	O								
		338 MOCK BLF LOT 84	FOUR SEASONS	BLDR2018-1687	SFD	O								
		358 LINNEA FIELDS LOT 137	FOUR SEASONS	BLDR2018-1682	SFD	O								
		351 LINNEA FIELDS LOT 127	FOUR SEASONS	BLDR2018-1679	SFD	O								

Table A2
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier		Affordability by Household Income - Building Permits											
Current APN	Street Address	Project Name *	# of Units Issued	Very Low- Income Dead Restricted	Very Low- Income Non Dead Restricted	Low- Income Dead Restricted	Low- Income Non Dead Restricted	Moderate- Income Dead Restricted	Moderate- Income Non Dead Restricted	Above Moderate- Income	Building Permits Date Issued	# of Units Issued Building Permits	Very Low- Income Dead Restricted
Jilly Below													
1661	CROTON ST TR31470-1, LOT 5	SUNDANCE	6	7						694		694	10
1666	SIRIUS CT LOT 121	SUNDANCE	1							1	1/16/2018	1	1
36886	CASQINA LN LOT 86	OLIVEWOOD	1							1	1/16/2018	1	1
36882	CASQINA LN LOT 98	OLIVEWOOD	1							1	1/16/2018	1	1
1618	AMETHYST LN LOT 74	SUNDANCE	1							1	1/16/2018	1	1
36886	CASQINA LN LOT 97	OLIVEWOOD	1							1	1/16/2018	1	1
1628	AMETHYST LN LOT 72	SUNDANCE	1							1	1/16/2018	1	1
1678	FERRON LN TR31470-1, LOT 32	SUNDANCE	1							1	1/16/2018	1	1
1678	FERRON LN TR31470-1, LOT 31	SUNDANCE	1							1	1/16/2018	1	1
1678	FERRON LN TR31470-1, LOT 31	SUNDANCE	1							1	1/16/2018	1	1
36884	CASQINA LN LOT 85	OLIVEWOOD	1							1	1/16/2018	1	1
1390	BERGEN LN LOT 88	SUNDANCE	1							1	1/16/2018	1	1
36880	CASQINA LN LOT 94	OLIVEWOOD	1							1	1/16/2018	1	1
36888	CASQINA LN LOT 91	OLIVEWOOD	1							1	1/16/2018	1	1
1668	SIRIUS CT LOT 133	SUNDANCE	1							1	1/16/2018	1	1
1627	AMETHYST LN LOT 45	SUNDANCE	1							1	1/16/2018	1	1
1509	AMETHYST LN LOT 38	SUNDANCE	1							1	1/16/2018	1	1
1525	AMETHYST LN LOT 44	SUNDANCE	1							1	1/16/2018	1	1
36886	CASQINA LN LOT 89	OLIVEWOOD	1							1	1/16/2018	1	1
36886	CASQINA LN LOT 90	OLIVEWOOD	1							1	1/16/2018	1	1
1622	AMETHYST LN LOT 73	SUNDANCE	1							1	1/16/2018	1	1
36882	CASQINA LN LOT 93	OLIVEWOOD	1							1	1/16/2018	1	1
1622	SIRIUS CT LOT 120	SUNDANCE	1							1	1/16/2018	1	1
1428	WHITE CT LOT 92	SUNDANCE	1							1	1/16/2018	1	1
1670	SIRIUS CT LOT 97	SUNDANCE	1							1	1/16/2018	1	1
1410	WHITE DUNE DR LOT 95	SUNDANCE	1							1	1/16/2018	1	1
1628	AMETHYST LN LOT 71	SUNDANCE	1							1	1/16/2018	1	1
1431	WHITE DUNE DR LOT 98	SUNDANCE	1							1	1/16/2018	1	1
1668	CROTON ST TR31470-1, LOT 9	SUNDANCE	1							1	1/16/2018	1	1
1372	BERGEN LN LOT 87	SUNDANCE	1							1	1/16/2018	1	1
36874	CASQINA LN LOT 95	OLIVEWOOD	1							1	1/16/2018	1	1
1531	AMETHYST LN LOT 46	SUNDANCE	1							1	1/16/2018	1	1
1410	WHITE DWARF DR LOT 96	SUNDANCE	1							1	1/16/2018	1	1
1517	AMETHYST LN LOT 41	SUNDANCE	1							1	1/16/2018	1	1
1523	AMETHYST LN LOT 43	SUNDANCE	1							1	1/16/2018	1	1
1390	BERGEN LN LOT 89	SUNDANCE	1							1	1/16/2018	1	1
1614	AMETHYST LN LOT 75	OLIVEWOOD	1							1	1/16/2018	1	1
36887	CASQINA LN LOT 87	SUNDANCE	1							1	1/16/2018	1	1
1521	AMETHYST LN LOT 42	SUNDANCE	1							1	1/16/2018	1	1
1565	SIRIUS CT LOT	SUNDANCE	1							1	1/16/2018	1	1
633	FAITH CIR	BLDR2018-1484	1							1	2/15/2018	1	1
628	FAITH CIR	BLDR2018-1485	1							1	2/15/2018	1	1
630	FAITH CIR	BLDR2018-1411	1							1	2/15/2018	1	1
344	MOCK BLF LOT 86	FOUR SEASONS	1							1	3/6/2018	1	1
338	MOCK BLF LOT 84	FOUR SEASONS	1							1	3/6/2018	1	1
358	LINNEA FIELDS LOT 137	FOUR SEASONS	1							1	3/6/2018	1	1
351	LINNEA FIELDS LOT 127	FOUR SEASONS	1							1	3/6/2018	1	1

Project Identifier		Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions		Term of Affordability or Deed Restriction	Demolished/Destroyed Units		Notes
Current APN	Street Address	Project Name*	Assistance Programs for Each Development (see instructions)	Deed Restriction (see instructions)	For units affordable without financial assistance or deed restrictions, explain how the units were affordable (see instructions)	Term of Affordability or Deed Restriction (Years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units*	Demolished/Destroyed Units or Renter*	Notes*
	1		16	17	18	19	20		21
1751 CROTON ST TR31470-1, LOT 5		SUNDANCE							
1586 SIRIUS CT LOT 121		SUNDANCE							
38885 CASCINA LN LOT 86		OLIVEWOOD							
38882 CASCINA LN LOT 88		OLIVEWOOD							
1518 AMETHYST LN LOT 74		SUNDANCE							
38866 CASCINA LN LOT 97		OLIVEWOOD							
1526 AMETHYST LN LOT 72		SUNDANCE							
1675 FERRON LN TR31470-1, LOT 32		SUNDANCE							
1679 FERRON LN TR31470-1, LOT 31		SUNDANCE							
1513 AMETHYST LN LOT 40		SUNDANCE							
36681 CASCINA LN LOT 85		OLIVEWOOD							
1380 BERGEN LN LOT 88		SUNDANCE							
36678 CASCINA LN LOT 94		OLIVEWOOD							
36690 CASCINA LN LOT 91		OLIVEWOOD							
36658 CASCINA LN LOT 99		OLIVEWOOD							
1569 SIRIUS CT LOT 133		SUNDANCE							
1527 AMETHYST LN LOT 45		SUNDANCE							
1509 AMETHYST LN LOT 39		SUNDANCE							
1525 AMETHYST LN LOT 44		SUNDANCE							
36895 CASCINA LN LOT 89		OLIVEWOOD							
36896 CASCINA LN LOT 90		OLIVEWOOD							
1522 AMETHYST LN LOT 73		SUNDANCE							
38882 CASCINA LN LOT 93		OLIVEWOOD							
1562 SIRIUS CT LOT 120		SUNDANCE							
1425 WHITE DWARF DR LOT 97		SUNDANCE							
1570 SIRIUS CT LOT 122		SUNDANCE							
1411 WHITE DWARF DR LOT 66		SUNDANCE							
1528 AMETHYST LN LOT 71		SUNDANCE							
1431 WHITE DWARF DR LOT 88		SUNDANCE							
1669 CROTON ST TR31470-1, LOT 9		SUNDANCE							
1372 BERGEN LN LOT 87		SUNDANCE							
38874 CASCINA LN LOT 95		OLIVEWOOD							
1531 AMETHYST LN LOT 46		SUNDANCE							
1419 WHITE DWARF DR LOT 86		SUNDANCE							
1517 AMETHYST LN LOT 41		SUNDANCE							
1523 AMETHYST LN LOT 43		SUNDANCE							
1390 BERGEN LN LOT 89		SUNDANCE							
1514 AMETHYST LN LOT 75		SUNDANCE							
38887 CASCINA LN LOT 87		OLIVEWOOD							
1521 AMETHYST LN LOT 42		SUNDANCE							
1565 SIRIUS CT LOT		SUNDANCE							
633 FAITH CIR		SUNDANCE							
630 FAITH CIR		BLDR2018-1434							
		BLDR2018-1435							
		BLDR2018-1411							
344 MOCK BLF LOT 86		FOUR SEASONS							
338 MOCK BLF LOT 84		FOUR SEASONS							
388 LINNEA FIELDS LOT 137		FOUR SEASONS							
391 LINNEA FIELDS LOT 127		FOUR SEASONS							

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

Income Level	RHNA Allocation by Income Level	Permitted Units Issued by Affordability										Total Units to Date (all years)	Total Remaining RHNA by Income Level		
		2013	2014	2015	2016	2017	2018	2019	2020	2021					
Very Low	1287						38							38	1249
Low	854														854
Moderate	969					323	694							1017	
Above Moderate	2160					423								423	1737
Total RHNA	5290					746	732							1478	3820

Note: units serving extremely low-income households are included in the very low-income permitted units totals
Cells in grey contain auto-calculation formulas

Table C Sites Identified or Reopened to Accommodate Shortfall Housing Need																					
Project Identifier				Date of Rezone			Affordability by Household Income				Type of Shortfall				Site Description						
APN	Street Address	Project Name*	Local Jurisdiction Tract ID*	Date of Rezone	Very-Low Income	Low-Income	Moderate Income	Above Moderate Income	Type of Shortfall	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses				
Summary Row: Short Data Entry Below																					
414-120-011				Mar-07						0.59	Urban Village	Urban Village	12du	20du	6590	Vacant					
414-120-012				Mar-07						13.51	Urban Village	Urban Village	12du	20du	18	Vacant					
414-120-004				Mar-07						4.96	Urban Village	Urban Village	12du	20du	200	Vacant					
414-120-005				Mar-07						4.47	Urban Village	Urban Village	12du	20du	86	Vacant					
414-120-010				Mar-07						13.19	Urban Village	Urban Village	12du	20du	250	Non-Vacant					
414-120-011				Mar-07						13.15	Urban Village	Urban Village	12du	20du	290	Vacant					
414-120-013				Mar-07						3.90	Urban Village	Urban Village	12du	20du	78	Vacant					
414-120-015				Mar-07						2.04	Urban Village	Urban Village	12du	20du	40	Vacant					
414-120-016				Mar-07						6.00	Urban Village	Urban Village	12du	20du	133	Non-Vacant					
414-120-017				Mar-07						3.78	Urban Village	Urban Village	12du	20du	107	Non-Vacant					
414-120-018				Mar-07						0.27	Urban Village	Urban Village	12du	20du	5	Non-Vacant					

Table D
Program Implementation Status pursuant to GCS Section 01933

Housing Programs Report
Describe progress of all program housing level efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	Objective	Timeline in RLE	Status of Program Implementation
GIS System and Coordination Program	Facilitate GIS coordination for housing-related projects among all relevant departments	1-2019	Complete
GIS Small Market Use	Assess to facilitate Small Market Use in various areas of the County	1-2019	Complete
No Net Loss Program	To ensure adequate areas are available for housing, the City will annually address the amount, type and size of vacant and underused parcels available for residential development.	2021	Ongoing
Zoning Ordinance	Remove identified governmental constraints to admit very low and extremely low-income elderly, disabled, and families in need of affordable housing	2021	Complete
Section 8 Rental Assistance Program	Provides HOPE funds for development assistance to lower income (80% area median income) households that have not received funding within a 120-day period	2021	Ongoing through Economic Development Agency of Riverside County
First Time Home Buyer Program	Homebuyers in Beaumont can obtain financial assistance through the Multiple Dwelling Program (MDCP). The MDCP offers qualified applicants with incomes 80% or less than the area median income a tax credit against their federal income tax liability. The tax credit is paid on the applicant's mortgage.	2021	Ongoing through Economic Development Agency of Riverside County
Multiple Credit Certificate Program	Facilitates the production of affordable housing units.	2021	Ongoing
Affordable Housing Density Bonus Program	To promote housing for low and moderate income households	2021	Ongoing
Developmentally Disabled Outreach Program	Home families within their market can receive assistance in identifying and securing affordable housing units.	2021	Ongoing
Extremely Low Income (ELI) Program	Provides for needs of extremely low income households.	1-2019	Complete
Partnership Program for Special Needs Populations	Partnerships and developmentally disabled provided that the owners and there will be reduced or no parking fees for the disabled (the developmentally disabled) usually do not possess driver's licenses.) Single Room Occupancy housing units.	2021	Ongoing
Housing Code Enforcement	Upon notification of potential code violation or complaint of housing conditions, the Quality of Life Team completes a thorough investigation. Owners are required to correct the code violation. The Quality of Life Team inspects the code violation housing.	2021	Ongoing
Housing Improvement Fair Housing Services Program	Rehabilitation of housing with This Fair Housing Council of Riverside County, Inc. is the County of Riverside's provider. Numerous participants in the County's CHRG Program.	2021	Ongoing
Fair Housing Information	Provides assistance with fair housing information	Mar-14	Complete
ADSSA Housing	Presence at all housing	2021	Ongoing
Energy Conservation	Provides Energy Conservation	2021	Ongoing
Energy Conservation Implementation Program	Identify and show sites for implementation of RSIWA	2019-2021	Ongoing
Local Staff for Housing for Lower Income Households	To facilitate the development of housing units in the Urban Village Overlay the City will provide assistance and guide parcels sites that facilitate mobility housing opportunities to lower income households. (i.e., Low Income Housing Tax Credit, LIHTC, and other funding programs to be awarded during the eight-year planning period)	2019-2021	Ongoing

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction	Beaumont
Reporting Period	2018 (Jan. 1 - Dec. 31)

Note: + Optional field
 Cells in grey contain auto-calculation formulas

Table F
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)(2)

This table is optional. Jurisdictions may list (for informational purposes only) units that do not count toward RHNA, but were substantially rehabilitated, acquired or preserved. To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields. Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in Government Code section 65583.1(c)(2).

Activity Type	Units that Do Not Count Towards RHNA* Listed for Informational Purposes Only			Units that Count Towards RHNA* Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.			TOTAL UNITS*	TOTAL UNITS*	The description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1*
	Extremely Low-Income*	Very Low-Income*	Low-Income*	Extremely Low-Income*	Very Low-Income*	Low-Income*			
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Total Units by Income									

Jurisdiction	Beaumont
Reporting Year	2019 (Jan. 1 - Dec. 31)

Entitled Units Summary	
Income Level	Current Year
Deed Restricted	0
Very Low	0
Low	0
Moderate	0
Above Moderate	0
Total Units	0

Note: units serving extremely low-income households are included in the very low-income permitted units totals

Submitted Applications Summary	
Total Housing Applications Submitted:	3
Number of Proposed Units in All Applications Received:	4
Total Housing Units Approved:	4
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	38

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

RESOLUTION 2019-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT
TO APPROVE THE 2018 GENERAL PLAN ANNUAL PROGRESS REPORT.**

WHEREAS Government Code 65400(a)(2) mandates that all cities and counties provide an annual report to their legislative bodies, the Office of Planning and Research (OPR), and the Department of Housing and Community Development (HCD) on the status of the General Plan and the progress of its implementation, including the progress on meeting its share of regional housing needs pursuant to Section 65584 and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to Government Code Section 65583(c)(3); and

WHEREAS, the report is not subject to the California Environmental Quality Act (CEQA) because the report does not meet the definition of a “project” per Section 21065 of the CEQA Guidelines; and

WHEREAS, on May 7, 2019, a public hearing was duly noticed and held by the Beaumont City Council; and

WHEREAS, the City Council has reviewed the 2018 General Plan Annual Progress Report and finds that it accurately reflects the status of the City’s General Plan implementation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, RESOLVES AS FOLLOWS:

Section 1. The 2018 General Plan Annual Progress Report, as set forth in Exhibit “A” attached hereto, is hereby approved.

Section 2. The City Council directs staff to submit the Report to the Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD).

MOVED, PASSED, and ADOPTED this 7th day of May, 2019 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Julio Martinez, Mayor

ATTEST:

APPROVED AS TO FORM:

Steven Mehlman, City Clerk

John Pinkney, City Attorney

Staff Report

TO: Mayor and Council Members

FROM: Jeff Hart, Public Works Director

DATE: May 7, 2019

SUBJECT: Receive and File the Potrero Bridge Project Summary and Construction Change Order Update

Potrero Bridge Project Update:

Potrero Boulevard Phase 1 and 1A construction activities are at approximately 90% completion. Phase 1 structural work for Potrero Boulevard Overcrossing at State Route 60 is on-going after removal of falsework. Ortiz Enterprises Inc., crews are currently working on concrete barrier rails and sidewalks on the east and west sides of the overcrossing. Crews will begin grading for slope pavement at Abutment #3 and then move to Abutment #1.

Recent project milestones include:

- Structural falsework removed per plan.
- Bridge structural backwall completed.
- Permanent Soil Erosion Control installed per plan on north side of project at Western Knolls and Potrero Boulevard.
- Completion of median concrete barrier at east terminus of project at State Route 60 and Western Knolls Avenue.

The following table is an overview of project funding available for Phase 1/1A of the project:

Funding Source	Funding Amount
Federal	\$13,443,872.00
Local (from RSI Communities)	\$1,700,000.00
Local (from ASM Beaumont Investors)	\$340,000.00
Local (from RSI Denley Investment)	\$1,445,000.00
Local (from Lassen Development)	\$2,890,000.00
Local (from Lassen Development for Utility Improvements) (CCOs #9 and #12)	\$1,912,559.16
Local (from Lassen Development for Utility Improvements) (CCOs #14)	\$1,348,191.17
Local (from USEF Crossroads)	\$1,133,000.00

Local (from Wolverine)	\$652,644.27
TOTAL	\$24,865,266.60

The following is a revised comprehensive breakdown in project costs:

Potrero	Budget Amount	Actual	Remaining
Design	\$617,277.62	\$597,804.64	\$19,472.98
Environmental	\$1,170,816.84	\$1,169,263.00	\$1,553.84
Right of Way	\$987,185.00	\$982,603.92	\$4,581.08
Utilities	\$438,895.08	\$41,574.97	\$397,320.11
Construction Management	\$2,549,468.34	\$2,208,015.48	\$341,452.86
Construction	\$14,031,991.40	\$13,159,209.59	\$872,781.81
Contingency	\$5,069,632.32	\$4,050,737.53	\$1,018,894.79
Total	\$24,865,266.60	\$22,209,209.13	\$2,656,057.47

The contract change orders to date are summarized below:

CCO No.	Description	Reason for Change	Federal Funds	Other Funds	Total
1	Encroachment Permit	Not identified in Plans	\$65,010.00	\$8,690.00	\$73,700.00
2	Dispute Resolution Board (DRB) Agreement	Mandatory agreement for federal contracts over \$10 Million. Costs shared by the City and Contractor.	\$15,878.00	\$2,122.00	\$18,000.00
3	Maintain Traffic	Furnishing and installing additional traffic control devices to maintain safety.	\$44,105.00	\$5,895.00	\$50,000.00
4	Maintain Electrical	Keep and maintain temporary electrical system and replace previously damaged systems.	\$17,642.00	\$2,358.00	\$20,000.00
5	Potrero Widening to Ultimate	Safety, erosion and to tie into new development.	\$844,250.40	\$112,949.60	\$957,200.00
6	Modify AC Specifications	Modify specification to more readily available mix to avoid project delays.	\$0.00	\$0.00	\$0.00
7	Modification to Lane Closure Chart	Allows for earlier traffic closures.	\$0.00	\$0.00	\$0.00

CCO No.	Description	Reason for Change	Federal Funds	Other Funds	Total
8	ADL Variance	No hazardous material found on site.	N/A	N/A	(\$22,800.00)
9	Water Line Improvements	Addition of 2 24" Domestic and 1 24" Reclaimed Water Line including 4 Utility Block-outs to accommodate future development	\$0.00	\$140,847.10	\$140,847.10
10	Brine Line Improvements (Change Order 1 for the Brine Line)	Addition of 12" Brine Line during construction	\$0.00	\$238,615.70	\$0.00 (Paid through 2017-006A)
11	Brine Line Improvements (Remaining Work) (Force Account) (Change Order 2 for the Brine Line)	Addition of 12" Brine Line during construction	\$0.00	\$324,043.15	\$0.00 (Paid through 2017-006A)
12	Water Line Improvements (Remaining Work)	Addition of 2 24" Domestic and 1 24" Reclaimed Water Line including 4 Utility Block-outs to accommodate future development	\$0.00	\$1,526,712.06	\$1,526,712.06
13	Remove & Install Chain Link Fence	Improve safety for motorists, pedestrians, and surrounding businesses.	\$0.00	\$128,700.00	\$128,700.00
14	Waterline Improvements (Exterior of Bridge)	Extending 2 24" Domestic and 1 24" Reclaimed Water Line from bridge structure to west of 4 th Street to accommodate future development	\$0.00	\$1,158,378.37	\$1,158,378.37
			\$986,885.40	\$3,649,310.98	\$4,050,737.53

Fiscal Impact:

The cost to prepare the staff report was approximately \$200.

Finance Director Review:



Recommendation:

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

City Manager Review:



Staff Report

TO: Mayor and City Council Members
FROM: Kristine Day, Assistant City Manager
DATE: May 7, 2019
SUBJECT: Wastewater Treatment Plant Expansion/Renovation and Brine Pipeline Installation Project Status Update

Brine Pipeline Installation Project Updates:

Reach 1

- The contractor continues to work in the following areas:
 - 4th Street,
 - Heartland Parkway and San Timoteo Canyon Road,
 - Potrero Blvd. – 60 FWY to Oak Valley Parkway, and
 - Oak Valley Parkway / San Timoteo Canyon Road.
- The contractor has added a second crew to the job to begin hydro-testing pipe and paving trench repairs.
- Approximately 12,335 linear feet of Brine Line have been installed to date.
- Contractor has requested 33 Inclement Weather days to date.
- The three week look ahead schedule is included as an attachment to this report (Attachment A).

Reach 2

- The contractor continues to work in the following areas installing pipe, base paving and pot-holing ahead of work:
 - Beaumont Ave., and
 - San Timoteo Canyon.
- Approximately 11,566 linear feet of Brine Line have been installed to date.
- Contractor has requested 12 Inclement Weather days to date.
- The three week look ahead schedule is included as an attachment to this report (Attachment B).

Approved Change Orders:

CO No.	Contractor	Description	Reason for Change	Amount
1 (Potrero CO 10)	Weka, Inc.	Brine Line Improvements (Pre-Authorized)	Addition of 12" Brine Line during construction	\$238,615.70
2 (Potrero CO 11)	Weka, Inc.	Brine Line Improvements (Remaining Work) (Force Account)	Addition of 12" Brine Line during Construction	\$324,043.15 Not to Exceed but direct to Force Account
3	Weka, Inc.	Brine Line Improvements Potrero Boulevard - 4 th Street	Addition of 12" Brine Line During Construction	\$646,482.65
4	Weka, Inc.	County of Riverside Encroachment Permit Credit	City paid fee for encroachment permit, but	(\$45,460.00)
5	Weka, Inc.	Potrero Bridge / Caltrans Right-of-Way	Brine Line Installation Requirements	NTE \$90,000.00
6	Weka, Inc.	Changes and Modifications to Brine Line Installation on 4 th Street & Potrero Rd.	Drain Installation, Add Vent Line to MH, and 4 th Street Brine Line Changes	\$12,821.87
7	T.E. Roberts, Inc.	Unknown Utility Crossings and Associated Potholing	Additional Potholes Not on Plans	\$14,300.00
Brine Line Contingency		Budget Amount	Change Orders 1-7	Remaining
		\$2,600,000.00	\$1,280,803.37	\$1,319,196.63

The costs to date for the brine pipeline permits are as follows:

Agency	Description	Amount
City of San Bernardino	Brine Line Encroachment Permit	\$682.50
Riverside County Tax Collection	Permit for Brine Line	\$2,000.00
Union Pacific Railroad (UPRR)	Pipeline Crossing Agreement & Encroachment Permit	\$98,655.00

San Bernardino Flood Control	Brine Line Encroachment Permit	\$9,539.00
City of Redlands	Plan Check Fees	\$2,500.00
City of Loma Linda	Plan Check Fee for Brine Line	\$13,000.00
SAWPA	Brine Line Encroachment Permit Deposit	\$20,000.00
County of San Bernardino	CEQA Environmental Filing Fee	\$50.00
Riverside County – Paid by Weka	Permit for Brine Line – Supplemental Inspection Fee	\$45,460.00
California Department of Fish & Wildlife	1602 Permit	\$5,145.75
State Water Resources Control Board	401 WQC	\$24,197.00
Various monitoring required by EIR	Paid Hourly	\$250,000.00
Southern California Edison	Permit	\$6,951.84
Total		\$478,181.09

The project accounting for the Brine Line Project is as follows:

Brine Line	Budget Amount	Actual	Remaining
Design	\$2,082,357.37	\$1,713,919.39	\$368,437.99
Construction Management	\$3,436,471.38	\$822,291.83	\$2,614,179.55
Permit	\$508,240.25	\$227,181.09	\$281,059.16
Construction	\$31,884,226.35	\$11,047,778.22	\$20,836,448.13
Contingency	\$2,600,000.00	\$1,319,196.63	\$1,280,803.37
Total	\$40,511,295.35	\$15,130,367.16	\$25,380,928.20

Wastewater Treatment Plant Expansion/Renovation Project:

- Aeration Basin construction is on-going and considered a critical path item including the pre-fabrication of formwork.
- Return water pump-station will relocate electrical week of May 2nd and excavate/grade the week of May 6th.
- Upcoming pours include Headworks Odor Control, Fine Screen Walls, MBR Lower Tank Walls, MBR Upper Tank Walls, and Aeration Basin Walls.
- Installation of 12" storm drain will take place May 6th.
- Off-site utility coordination continues.
- Contractor has requested 36 Inclement Weather days to date.
- The three week look ahead schedule is attached for review (Attachment C).
- Construction project progress pictures are attached. (Attachment D).

Approved Change Orders:

CO No.	Description	Reason for Change	Amount
1	MBR System Improvements	Enhance the performance of MBR System	\$149,741.00
2	RO System Electrical Modifications & Storm Drain System Material Change	Design & Material Updates	(\$245.00)
3	New Aeration Basin 1 through 3 Excavation	Conflict with Existing Utilities	\$19,998.00
4	Structural and Mechanical Modifications	Pre-Selected Submittals	\$57,450.64
5	Vactor Truck Dump Station Modifications	Conflict with Construction	NTE \$15,000.00
6	EDI/Fine Coarse Bubble Diffuser Equipment	Design Change	\$24,298.00
Budget Amount		Change Orders 1-4	Remaining
\$4,000,000.00		\$266,242.64	\$3,733,757.36

The project accounting for the WWTP Project is as follows:

WWTP	Budget Amount	Paid to Date	Remaining
Design	\$2,709,798.23	\$2,556,649.26	\$153,148.97
Construction Management	\$5,308,585.72	\$925,208.01	\$4,383,377.71
Equipment	\$252,906.00	\$210,793.50	\$42,112.50
Permits	\$324,776.76	\$43,168.36	\$281,608.40
Construction	\$53,910,737.00	\$8,871,884.86	\$45,038,852.14
Contingency	\$4,000,000.00	\$87,656.60	\$3,912,343.40
Total	\$66,506,803.71	\$12,695,360.59	\$53,811,443.12

Fiscal Impact:

No additional fiscal impacts beyond the project budget.

Finance Director Review:

Recommendation:

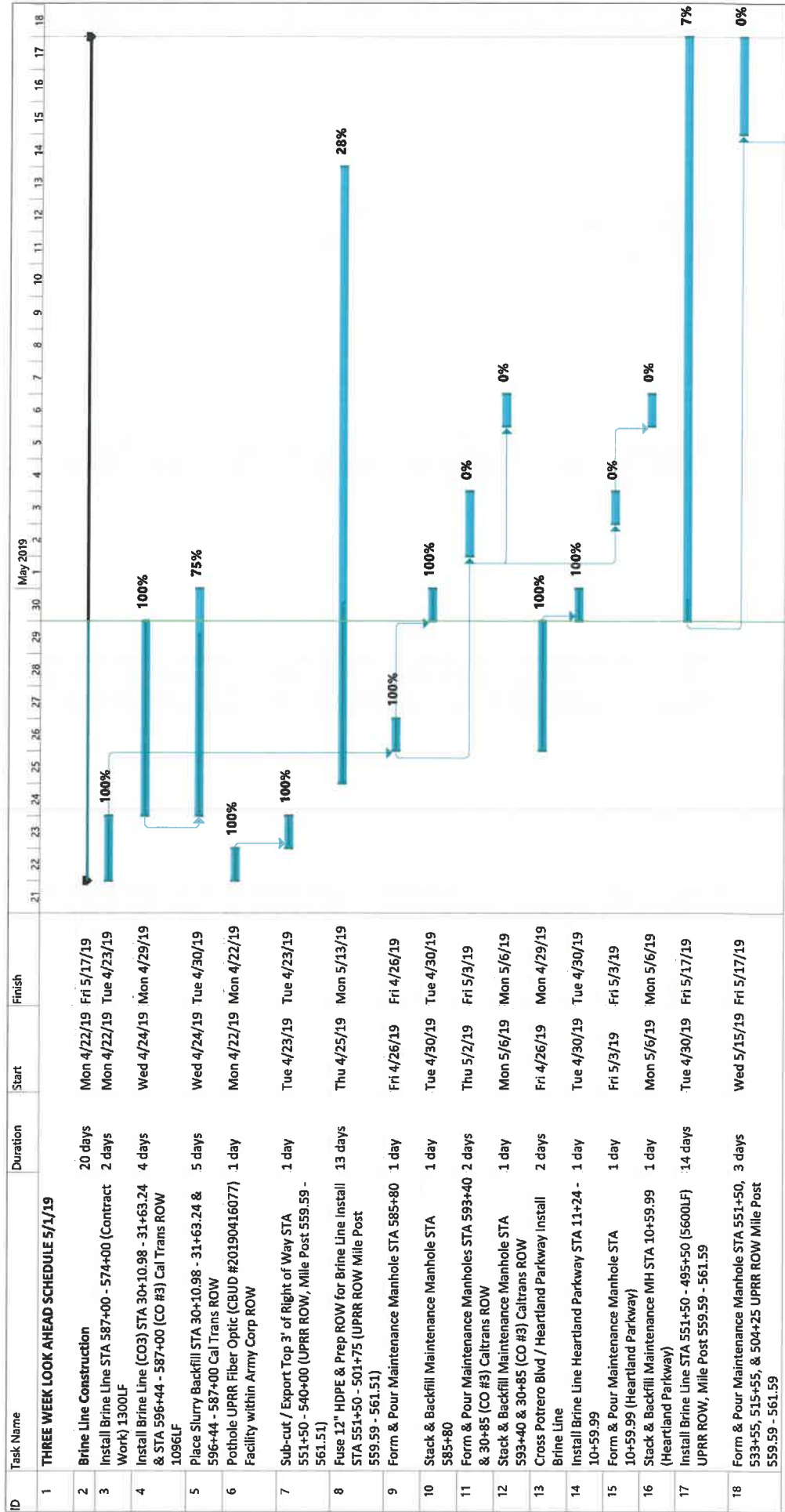
1. Receive and file the project updates.

City Manager Review:  _____

Attachments:

- A. Brine Line Reach 1 – 3 Week Schedule
- B. Brine Line Reach 2 – 3 Week Schedule
- C. WWTP – 3 Week Schedule
- D. Construction Project Photos from the WWTP

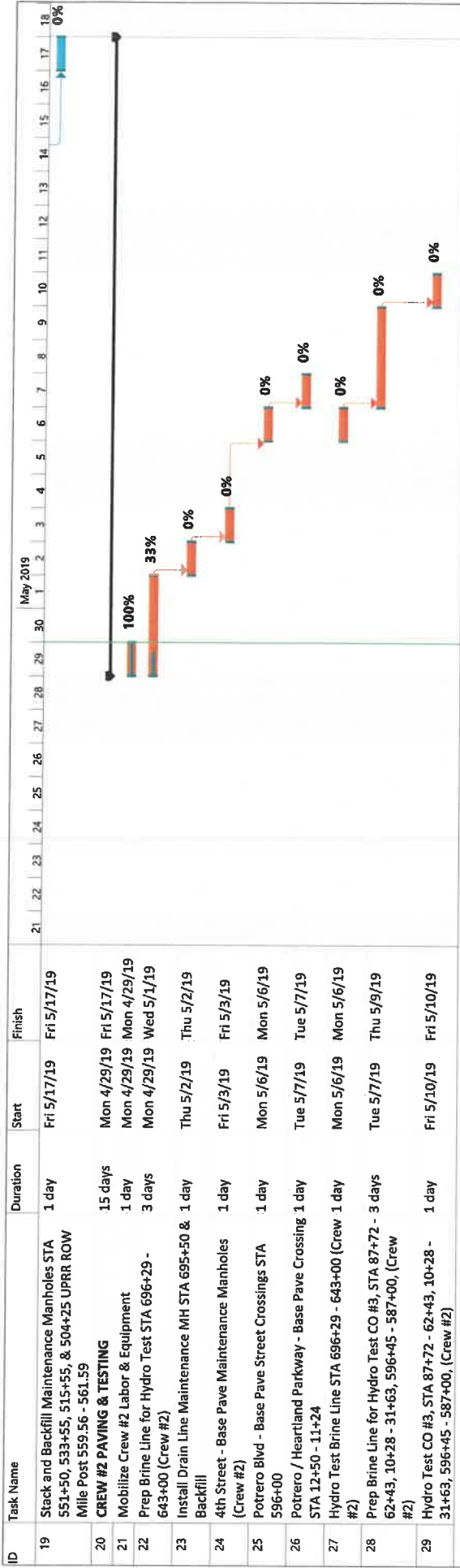
Attachment A
Brine Line Reach 1 – 3 Week Schedule



Project: Three Week Look Ahead
 Date: Tue 4/30/19

Task Legend:

- Manual Task
- Duration-only
- Manual Summary Rollup
- Manual Summary
- Project Summary
- Inactive Task
- Inactive Milestone
- Inactive Summary
- Task Split
- Milestone Summary
- Start-only
- Finish-only
- External Tasks
- External Milestone
- Deadline
- Progress
- Manual Progress



Project: Three Week Look Ahead
Date: Tue 4/30/19

Task Split Milestone Summary

Project Summary Inactive Task Inactive Milestone Inactive Summary

Manual Task Duration-only Manual Summary Rollup Manual Summary

Start-only Finish-only External Tasks External Milestone

Deadline Progress Manual Progress

Attachment B
Brine Line Reach 2 – 3 Week Schedule

BEAUMONT BRINE LINE DISPOSAL - REACH 2

T.E. ROBERTS LOOK AHEAD SCHEDULE

MONDAY 04/22/19	TUESDAY 04/23/19	WEDNESDAY 04/24/19	THURSDAY 04/25/19	FRIDAY 04/26/19	SATURDAY 04/27/19	SUNDAY 04/28/19
PIPE INSTALL - BEAUMONT AVE & SAN TIMOTEO CANYON BASE PAVE - BEAUMONT / SAN TIMOTEO CYN						
MONDAY 04/29/19	TUESDAY 04/30/19	WEDNESDAY 05/01/19	THURSDAY 05/02/19	FRIDAY 05/03/19	SATURDAY 05/04/19	SUNDAY 05/05/19
MH POUR STA 392+30 MH POUR STA 410+50 PIPE INSTALL - SAN TIMOTEO CANYON BASE PAVE - SAN TIMOTEO CYN						
MONDAY 05/06/19	TUESDAY 05/07/19	WEDNESDAY 05/08/19	THURSDAY 05/09/19	FRIDAY 05/10/19	SATURDAY 05/11/19	SUNDAY 05/12/19
PIPE INSTALL - SAN TIMOTEO CANYON POTHOLE - SAN TIMOTEO CANYON BASE PAVE - SAN TIMOTEO CYN						
MONDAY 05/13/19	TUESDAY 05/14/19	WEDNESDAY 05/15/19	THURSDAY 05/16/19	FRIDAY 05/17/19	SATURDAY 05/18/19	SUNDAY 05/19/19
PIPE INSTALL - OLD SAN TIMOTEO CYN / EASEMENTS PIPE INSTALL - SAN TIMOTEO CYN						
NO WORK						

Attachment C
WWTP – 3 Week Schedule

Description	Activity ID	Responsibility	Previous Week							Week 1							Week 2							Week 3													
			M	T	W	TH	F	Sa	M	T	W	TH	F	Sa	M	T	W	TH	F	Sa	M	T	W	TH	F	Sa	M	T	W	TH	F	Sa					
Need/Site Planing/Demo																																					
Install Ductbank DB 201.2	4535	Southburn																																			
Install Ductbank DB 308 Partial	4540	Southburn																																			
Excise 6" Force Main at Future Electrical Building	4080	WML-Kirk																																			
Dig/Lay/Backfill 18" Storm Lift Station Overflow Line	4485	WML-Kirk																																			
Excavate/Install Storm Water Pump Station	4090/4095	WML-Kirk																																			
Dig/Lay/Backfill 24" Storm Drain and Set Catch Basin	4180	WML-Kirk																																			
Dig/Lay/Backfill 12" Storm Drain Force Main	4120	WML-Kirk																																			
Headworks Screen																																					
Dig/Lay/Backfill Drains and Misc Piping at Headworks	4220	WML-James																																			
Duct Bank SO.1	4510	Southburn																																			
F/R/S SOG - Dumpster Grit	6080	WML-James																																			
F/R/S SOG - Odor Control Pad	6205	WML-James																																			
Grit Chamber																																					
Dig/Lay/Backfill Foul Air Piping and Misc Piping	4215	WML-James																																			
Hydrotest	7085	WML-James																																			
Flow Screens																																					
F/R/S SOG Upper Area	8035	WML-James																																			
F/R/S Walls	8040	WML-James																																			
MBR Building																																					
F/R/S MBR Lower Tank Walls	12050	WML-James																																			
F/R/S MBR Tank SOG	12045	WML-James																																			
F/R/S MBR Upper Tank Walls	12055	WML-James																																			
MBR Understab Piping	12110	WML-James																																			
Install 20" Air Scour Piping	12025	WML-James																																			
Understab Electrical Conduit at MBR	12215	Southburn																																			
Aeration Basin																																					
F/R/S Aeration Basin SOG	11025	WML-James																																			
F/R/S Aeration Basin Walls	11055	WML-James																																			
Return Water Pump Station																																					
Prohole	14005	WML-Robert																																			
Relocate Electrical	34005	Southburn																																			
Excavate and Grade	14010	WML-Robert																																			
F/R/S SOG																																					
Electrical Building																																					
Fill/Excavate/Grade	20005	WML-Robert																																			
Install Understab Electrical Conduit	20010	Southburn																																			

Attachment D
Construction Photos from the WWTP

































Staff Report

TO: Mayor and City Council Members
FROM: Thaxton Van Belle, Chief Plant Operator
DATE: May 7, 2019
SUBJECT: Approval of an Emergency Purchase of a Pump for the Marshall Creek Lift Station from Xylem Inc., in the Amount of \$63,110

Background and Analysis:

The Marshall Creek Lift Station was built in 2001 to service much of the Three Rings Ranch area. Additionally, the Marshall Creek Lift Station receives and lifts the discharge from the Noble Creek Lift Station, which services the area north of Oak Valley Parkway and west of Beaumont Avenue, and north to Beaumont High School (See Service Area Map).

The Marshall Creek Lift Station build included two 88 HP Flygt 3300 series pumps, with a stub-out for a future third pump and piping. On March 20, 2019, one of the 88 HP pumps failed and was pulled from service for evaluation. Upon removal, staff realized this pump, as well as the single remaining pump, were the original pumps installed in 2001. The shop evaluation (attached) listed all assessed components as "unusable" (emphasis added). The price of the rebuild was listed at \$53,637 before shipping and taxes and included the stipulation "If additional repair requirements are identified during service, the total cost of your repair may change."

Staff ordered a new pump on an emergency basis due to several factors that include the following: 1) The single remaining pump is also 18 years old and likely in the same condition, 2) If a failure is realized in the remaining pump, the result could be catastrophic with sewer flowing into Marshall Creek and the wash. 3) The SWRCB can assess fines up to \$10 per gallon in the event of a spill: Marshall & Noble Creek Lift Stations discharge a combined average flow of over 2,000 gallons per minute. 4) The quote for a new pump was \$54,169.57 plus tax and shipping, while the repair estimate of the old pump was \$53,637 or greater plus tax and shipping and this pump station would be reliant on an 18-year-old core.

Fiscal Impact:

City staff will perform the installation of the new pump, minus the electrical connections. The total cost will be reported in account 710-0000-8040-0000.

Finance Director Review: 

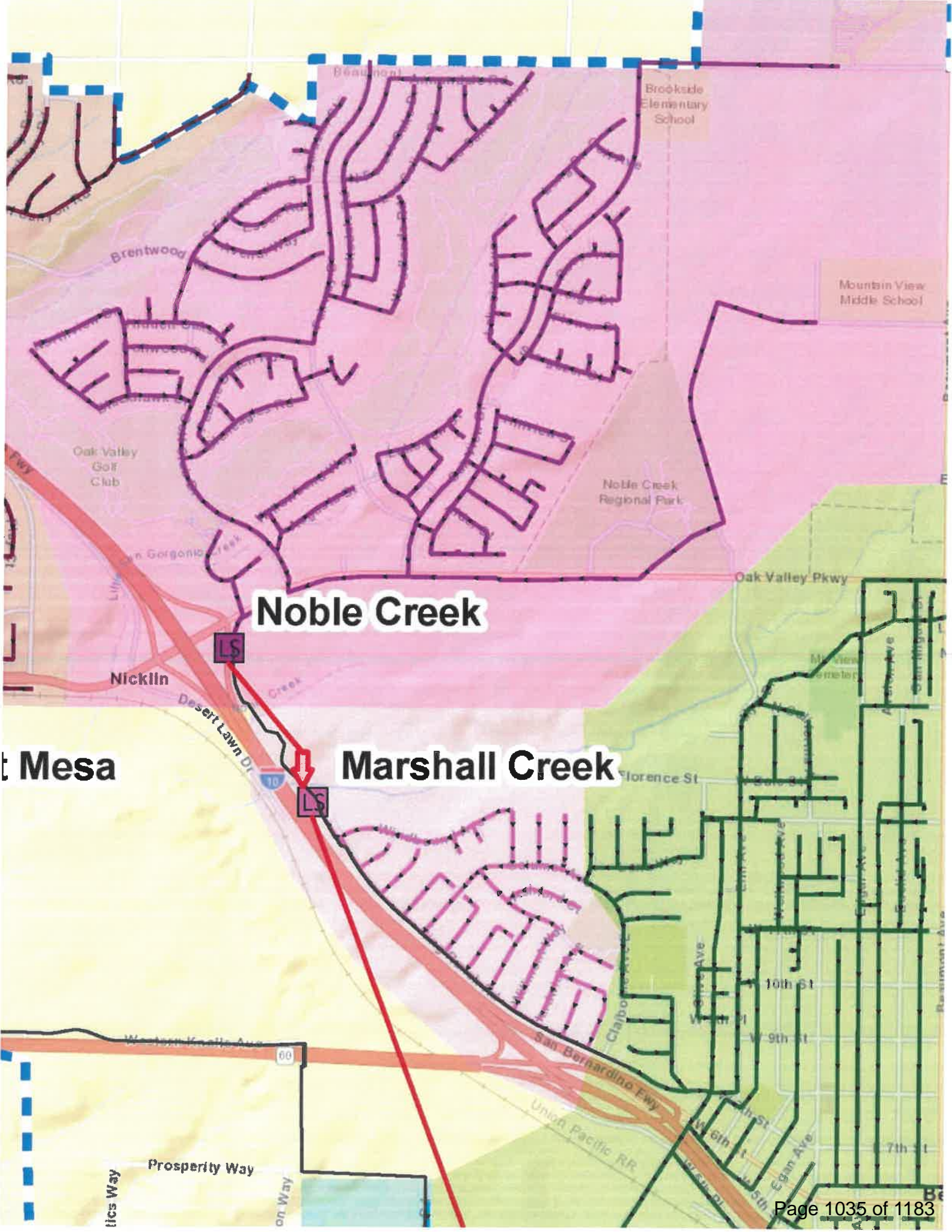
Recommendation:

1. Approve the emergency purchase of a Flygt 3300 series pump for the Marshall Creek Lift Station in the amount not to exceed \$63,110.

City Manager Review:  _____

Attachments:

- A. Service Area Map
- B. Xylem Inc Repair Estimate
- C. Xylem Inc Quote for New Pump
- D. Marshall Creek Photos



Noble Creek

Marshall Creek

East Mesa

Attachment B
Xylem, Inc. Repair Estimate



PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2019-LAB-0028

Date: 3/25/2019

Page 1 of 5

Tag #: 2244

JobName: City of Beaumont

Customer Information

Company Name: CITY OF BEAUMONT

Contact: Matt Henderickson

Address 550 E 6TH ST

Telephone: 909-499-1935

Telephone:

BEAUMONT CA92223

Fax:

Email:

Following is an estimate prepared for you regarding the repair of your Flygt pump.

Product Identification

Product Number: 33000915460

Serial Number: 3300.091-0160022

Model: 3300

Impeller Code: 0465

HP: 88

Volts: 460

Phases: 3

Inspection Information

Inspected By: Rick Heaton

Motor Data: Wire Configuration: U1:Red V1:Black W1:White

Megger to ground: R 0 B 0 W 0

Resistance through cable: RB 0 RW 0 BW 0

Stator Condition: **Unusable**

Shaft Condition: **Unusable**

Oil Condition: **Unusable**

Inspection Plugs:

Sensors:

FLS

CLS

KLIX

Bearing

Cable

Hydraulic: Impeller/Propeller Condition: **Unusable**

Cable Condition: **Unusable**

Volute Condition: **Unusable**

Cable Length: 50

Hydraulic Type: C

Flygt Products

11161 Harrel Street, Mira Loma CA 91752

PH: (951) 332-3669

FX: (951) 332-3679





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2019-LAB-0028

Date: 3/25/2019

Page 2 of 5

Tag #: 2244

JobName: City of Beaumont

Installation

Type: P

Control

Discharge Size: 6

MFV

Primary Requirement: Outer seal failure

Repair/Service Requirements and remarks

Parts, Labor and Other Charges

Parts:

Qty	PartNo	Description	Sell Price	Total Price
50	94 21 11	CABLE,SUBCAB AWG 1/3-2-1-GC+ 41.7MM	\$61.00	\$3,050.00
1	601 89 24	KIT,REPAIR BASIC 3300.180	\$7,666.00	\$7,666.00
1	84 44 18	GROMMET,CR 41ID 60OD 26L	\$159.00	\$159.00
1	426 82 00	TERMINAL BOARD UNIT	\$519.00	\$519.00
1	481 72 16	IMPELLER,C HT 320MM CI 3300	\$5,260.00	\$5,260.00
1	620 78 00	HOUSING,OIL CI	\$4,468.00	\$4,468.00
1	84 59 12	ASSEMBLY,LOCKING 55X85	\$305.00	\$305.00
1	319 98 39	STATOR,35-28-4A 460VD	\$6,948.00	\$6,948.00
1	527 72 00	ROTOR UNIT	\$8,439.00	\$8,439.00
1	391 30 02	HOUSING,BEARING CI	\$4,427.00	\$4,427.00
1	518 89 02	DETECTOR,LEAKAGE UNIT FLS	\$234.00	\$234.00
1	504 78 11	CABLE UNIT	\$147.00	\$147.00
1	319 36 20	VOLUTE,HT 6" UVF FV CI	\$7,235.00	\$7,235.00
1	314 88 05	RING,WEAR STATIONARY BRASS	\$634.00	\$634.00
1	526 34 00	COVER,BEARING CI	\$1,325.00	\$1,325.00
		Block Price		\$50,816.00
		Total Price		\$50,816.00

Flygt Products

11161 Harrel Street , Mira Loma CA 91752

PH: (951) 332-3669

FX: (951) 332-3679





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2019-LAB-0028

Date: 3/25/2019

Page 3 of 5

Tag #: 2244

JobName: City of Beaumont

Labor and Other Charges:

Qty	PartNo	Description	Sell Price	Total Price
18	14-69 00 00A	LABOR,SVC FLYGT,NO TAX Z1-TP MODELS: 3000,7000,8000	\$147.00	\$2,646.00
1	14-69 00 21D	ENV FEE >50HP TP ENVIRONMENTAL FEE	\$91.00	\$91.00
1	14-69 00 24B	SHOP SUPPLIES-LARGE PUMPS TP MISC SHOP SUPPLIES FOR REPAIR	\$84.00	\$84.00
		Total Price		\$2,821.00

Total Price: \$53,637.00

Product Replacement

Product Number:

Estimated Delivery: Weeks

Cost of New Unit:

Description:

Terms

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.

A signed Purchase Order or approval below must be received before any repair work can begin.

If repaired unit is not picked up or delivered within 5 days of completion, the repair will be invoiced.

Taxes: The prices quoted above do not include any state, federal, or local sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.

Terms of delivery: Freight PP/Add Actual

Validity: This Quote is valid for thirty (30) days.

Terms of payment: Net 30 Standard

Warranty: Parts used for this repair carry a 12 month warranty.

This Quote does not include freight charges.

If this product is not repaired or replaced, a fee of \$291.00 will be charged for labor required for the inspection performed.



Flygt Products
11161 Harrel Street, Mira Loma CA 91752
PH: (951) 332-3669
FX: (951) 332-3679





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2019-LAB-0028

Date: 3/25/2019

Page 4 of 5

Tag #: 2244

JobName: City of Beaumont

PLEASE NOTE: IF WE DO NOT HAVE A RESPONSE FROM YOU WITH IN 30 DAYS; WE WILL INVOICE YOU \$351.00 FOR TIME & LABOR HOURS OUR SERVICE DEPARTMENT HAS ALREADY SPENT IN PERFORMING THE TEARDOWN & INSPECTION OF YOUR PRODUCT. YOUR PROMPT ATTENTION & RESPONSE IS GREATLY APPRECIATED. THANK YOU.

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

Manny Padilla Jr.

Phone: 562.760.9258

Fax:

Email: manny.padilla@xyleminc.com



Flygt Products
11161 Harrel Street , Mira Loma CA 91752
PH: (951) 332-3669
FX: (951) 332-3679





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2019-LAB-0028

Date: 3/25/2019

Page 5 of 5

Tag #: 2244

JobName: City of Beaumont

Customer Approval

Complete and sign this Approval and return to Xylem Water Solutions USA, Inc with, or in place of, your Purchase Order

I authorize Xylem Water Solutions USA, Inc to proceed for the amount shown above.

Repair

Replacement

Customer Name: _____

Date: _____

Customer Signature: _____

PO #: _____

Ship To:

Will Pick Up

Deliver

Ship To

Ship/Delivery Address:

Bill To:

Taxable:

Yes

No

Tax Exemption Certificate must be on file or tax will be applied to the invoice.



Flygt Products
11161 Harrel Street , Mira Loma CA 91752
PH: (951) 332-3669
FX: (951) 332-3679



Attachment C
Xylem, Inc. Quote for New Pump



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

April 16, 2019

11161 Harrel Street
Mira Loma, CA 91752
Tel (951) 332-3669
Fax (951) 332-3679

CITY OF BEAUMONT
550 E 6TH ST
BEAUMONT CA 92223

Quote # 2019-LAB-0148
Re:Beaumont 3300 Replacement

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

3300 Replacment

Qty	Part Number	Description	Unit Price	Extended Price
1	3301.095-0024	Flygt Model NP-3301.095 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 85 HP 1750 RPM motor, 464 impeller, 1 x 50 Ft. length of SUBCAB 3x50+2G35/2+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 54,169.57	\$ 54,169.57

3300 Replacment Price	\$ 54,169.57
Total Project Price	\$ 54,169.57
Air Freight Charge	\$ 4,338.00
Total Project Price	\$ 58,507.57

Terms & Conditions

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

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

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2010)
See Freight Payment (Delivery Terms) below.

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

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





Shortages:

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

Terms of Delivery: PP/Add Order Position

Terms of Payment: 100% N30 after invoice date.

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

Validity: This Quote is valid for thirty (30) days.

Schedule: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

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

Sincerely,

Derek Dusome
Aftermarket Sales
Phone: 951-790-3398

derek.dusome@xyleminc.com

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



Customer Acceptance

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

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

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

Quote #: 2019-LAB-0148
Customer Name: CITY OF BEAUMONT
Job Name: 3300 Replacement
Total Amount: \$ 54,169.57
(excluding freight)

Signature: _____ Name: _____
(PLEASE PRINT)

Company/Utility: _____ PO: _____

Address: _____ Date: _____

Phone: _____

Email: _____

Fax: _____



Attachment D
Marshall Creek Photos







MARSHALL CREEK
SEWER LIFT STATION



Staff Report

TO: Mayor and City Council Members
FROM: Melana Taylor, Director of Finance
DATE: May 7, 2019
SUBJECT: Approval of Purchase Order for Quinn Company in an Amount Not to Exceed \$50,305.23 and Zero Budget Adjustment for the Wastewater Operating Fund

Background and Analysis:

The City of Beaumont's purchasing ordinance requires City Council approval for purchases greater than \$25,000 for goods and services. In the case of emergency needs, the goods and services can be obtained, but City Council must still approve the purchases.

The Mesa Sewer Lift Station generator electronics failed, causing an emergency situation. Quinn Company was contacted to provide troubleshooting and evaluation of the failure and to provide rental of an adequate interim generator. The electronics were beyond repair and new parts and batteries were ordered. The rental unit was needed for three weeks to get the existing generator restored. The total cost for troubleshooting, parts, repair and rental was \$25,305.23.

An evaluation of the Four Seasons Lift Station generator has identified an ineffective generator that is being evaluated to determine the cause. A cost for repairs has not been determined, but an estimate based on the Mesa Sewer Lift Station repairs is being requested for an additional \$25,000.

Fiscal Impact:

The additional expenditures of \$50,305.23 were not expected for the FY18-19 budget. A budget analysis has been performed and a net zero budget adjustment to the Wastewater Operational Fund will realign line items to absorb the costs within the existing total budget.

Finance Director Review: 

Recommendations:

1. Approve purchase order for Quinn Company for an amount not to exceed a total of \$50,305.23 for fiscal year 2018-2019, and
2. Approve net zero budget adjustment to realign existing line items for fiscal year 2018-2019.

City Manager Review: _____



Attachments:

- A. Quinn Company invoices related to Mesa Lift Station troubleshooting, parts replacement, and equipment rental.
- B. Net zero budget adjustment to the Wastewater Operating Fund.

Exhibit A



10006 Rose Hills Road
 City of Industry, CA 90601
 (562) 463-4000
 www.quinncompany.com

PLEASE MAKE REMITTANCE TO: QUINN COMPANY P O Box 849665, Los Angeles, CA 90084-9665	
Invoice Number	WOG00004555
Invoice Date	03/22/2019
Payment Due Date	04/21/2019
Amount Due	\$8,828.27
Payment Terms:	Net 30 Days
Credit Memo Amount	
Customer Account No.	0052431
Quinn Work Order No.	NR03372
Customer PO Number	THAXTON MESA PUMP

SERVICE INVOICE

BILL TO:

1726 1 AB 0.412 E0017X I0032 D4648752464 S2 P6256146 0001:0004



CITY OF BEAUMONT
 Attention: Account Payable
 550 E 6TH ST
 BEAUMONT CA 92223-2253

Please use Remittance Advice on last page of this invoice.

SHIP TO:
 OBTAIN PO#
 715 WEST 4TH ST
 BEAUMONT CA 92223
 THAXTON VANBELLE 909-496-5689

Make: CATERPILLAR	Equipment No: WW PLANT
Model:	Machine ID No:
Serial No: CAT00C27CDWB00362	Meter Reading: 80.0

Customer Contact: THAXTON VANBELLE Quinn Product Support Rep: ROBERT GARCIA 951-757-9229
 Quinn Store Location: RIVERSIDE ENGINE SALES, 800 E LA CADENA DR RIVERSIDE CA 92507 (951) 686-4560

INVOICE SUMMARY

SEG	DESCRIPTION	PARTS	LABOR	MISC	FLAT RATE	ADJUSTMENT	TOTAL
01	TROUBLESHOOT & REPAIR STARTING SYSTEM		1,011.75				1,011.75
02	REMOVE & INSTALL ECM		1,950.00	55.41			6,527.41
03	REMOVE & INSTALL BATTERY		300.00				891.88
	SUBTOTAL		3,261.75	55.41			8,431.04
	STATE SALES TAX 7.25			371.60			371.60
	RIVERSIDE COUNTY .5%			25.63			25.63
	TOTAL		3,261.75	452.64			8,828.27

MESA LIFT STATION

Handwritten signature

700-4050-8040-005X

Handwritten signature

Go Paperless. To receive your invoices and statements electronically, please visit our website at quinncompany.com.

A FINANCE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) will be charged on the past due balance. The past due balance represents all charges remaining unpaid on the closing date of the month following the invoice date. In the event of default in the payment of any amount due, and if the account is placed in the hands of any agency or attorney for collection or legal action, the purchaser agrees to pay finance charges equal to the cost of collection (as permitted by laws governing these transactions). When necessary, Quinn will invoke its repairman's lien pursuant to Sections 3051 and 3051a of the California Civil Code. Acceptance by the customer of the parts, service or equipment listed above is the customer's agreement to be bound by the credit and collection terms set forth above.

QUINN



10006 Rose Hills Road
 City of Industry, CA 90601
 (562) 463-4000
 www.quinncompany.com

PLEASE MAKE REMITTANCE TO:
QUINN COMPANY
 P O Box 849665, Los Angeles, CA 90084-9665

SALES/RENTAL INVOICE

Make : CATERPILLAR INC.
 Model : XQ800
 Serial No : 0N1B00330
 Equipment No :
 Machine ID No : PR2033 Meter Reading : 5084.0

Invoice No.	E7094901
Invoice Date	03/08/2019
Payment Due Date	04/07/2019
Amount Due	\$16,476.96
Payment Terms	Net 30 Days
Credit Memo Amount	
Customer Account No	0052431
Contract No	E70949
Customer PO Number	QUOTE

BILL TO : CITY OF BEAUMONT
 Attention: Account Payable
 550 E 6TH STREET
 BEAUMONT, CA 92223-2218

MAR 15 2019

SHIP TO : MESA PUMP STATION
 12940 PROTRO ROAD
 BEAUMONT CA 92223

Please use Remittance Advice on last page of this invoice.

Customer Contact: THAXTON VANBELLE

Quinn Sales Representative: JASON WONDOLLECK

Quinn Store Location: RIVERSIDE, 656 E. LA CADENA DR. RIVERSIDE, CA 92507 Ph. 951-683-5960

INVOICE DETAIL

Contract Number: E70949

Contract Date: 02/15/2019

Invoice Date: 03/08/2019

QTY	DESCRIPTION	DAY	WEEK	4WEEK	PRICE
	ALL RENTAL ITEMS ARE TAXABLE LINE ITEMS WITH (T) ARE TAXABLE				
1	ID NO: PR2033 SERIAL NO: 0N1B00330 800KW T4 - XQ800	\$1,400	\$4,200	\$12,600	12,600.00
	HRS OUT: 5083.0 CURRENT SMU: 5084.0 Total: 1.0				
15	ID NO: CABLE 50' SERIAL NO: CABLE 50' CABLE 4/0.50'-	\$25	\$25	\$75	1,125.00

15 50' CABLES
 4 PER PHASE 2 NEUTRAL 1 GROUND

QUINN POWER SYSTEMS APPRECIATES YOUR BUSINESS

Rental Subtotal: 13,725.00

Miscellaneous Items

1	ENV REC FEE 2(T)				274.50
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Go Paperless. To receive your invoices and statements electronically, please visit our website at quinncompany.com.

CARB REGULATIONS When operated in California, any on-road heavy-duty diesel vehicle, alternative-diesel vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board's Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure For Diesel Particulate Matter From Portable Engines Rated At 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust retrofit, or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at <https://www.arb.ca.gov/dieseltruck>, <https://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>, or <https://www.arb.ca.gov/portable/portable.htm>.

TITLE It is understood and agreed that title to and right of possession of any rental item(s) above shall remain vested in the seller until any indebtedness and all sums due or to become due from the customer, whether evidenced by note, book account, judgment or otherwise, shall have been fully paid, at which time ownership shall pass to the customer.

A FINANCE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) will be charged on the past due balance. The past due balance represents all charges remaining unpaid on the closing date of the month following the invoice date. In the event of default in the payment of any amount due, and if the account is placed in the hands of any agency or attorney for collection or legal action, the purchaser agrees to pay finance charges equal to the cost of collection (as permitted by laws governing these transactions). When necessary, Quinn will invoke its repairman's lien pursuant to Sections 3051 and 3051a of the California Civil Code. Acceptance by the customer of the parts, service or equipment listed above is the customer's agreement to be bound by the credit and collection terms set forth above.

Bakersfield • City of Industry • Corcoran • Firebaugh • Foothill Ranch • Fresno • Indio • Lancaster • Oxnard
 Paso Robles • Pomona • Riverside • Salinas • Santa Maria • Sylmar • Tulare • Temecula • Victorville • Yuma, AZ

Invoice No. RNE070949010 E7094901 Page 1 of 2



10006 Rose Hills Road
 City of Industry, CA 90601
 (562) 463-4000
 www.quinncompany.com

Make : CATERPILLAR INC.
 Model : XQ800
 Serial No : ON1B00330
 Equipment No :
 Machine ID No : PR2033 Meter Reading : 5084.0

SALES/RENTAL INVOICE

BILL TO : CITY OF BEAUMONT
 Attention: Account Payable
 550 E 6TH STREET
 BEAUMONT, CA 92223-2218

SHIP TO : MESA PUMP STATION
 12940 PROTRO ROAD
 BEAUMONT CA 92223

Customer Contact: THAXTON VANBELLE

Quinn Sales Representative: JASON WONDOLLECK

Quinn Store Location: RIVERSIDE, 656 E. LA CADENA DR. RIVERSIDE, CA 92507 Ph. 951-683-5960

INVOICE DETAIL		Contract Number: E70949	Contract Date: 02/15/2019	Invoice Date: 03/08/2019	
QTY	DESCRIPTION	DAY	WEEK	4WEEK	PRICE
1	TRANSPORT DEL(T)				600.00
1	TRANSPORT RETURN				600.00
STATE 7.25% COUNTY 0.5% CITY 1%					1,277.46

Invoice Total: 16,476.96

Date Out: 02/15/2019 Fri 01:14 PM
 Date In: 03/06/2019 Wed 01:55 PM

CUSTOMER SIGNATURE

DATE PRINTED NAME

CUT HERE AND RETURN WITH REMITTANCE

75
 700-4050-70949-005X
 Met 4/2

CITY OF BEAUMONT
 Attention: Account Payable
 550 E 6TH STREET
 BEAUMONT, CA 92223-2218

Account Number : 0052431
 Purchase Order No : QUOTE
 Payment Terms : Net 30 Days
 Contract Number : E70949

Please send your
 Payment to:

Invoice No. : E7094901
 Invoice Date : 03/08/2019
 Due Date : 04/07/2019

Amount Due : **\$16,476.96**
 Amount Paid :

QUINN COMPANY
PO Box 849665
Los Angeles, CA 90084-9665

Place this coupon in the return envelope
 with the mailing addresses clearly visible.

Exhibit B

CITY OF BEAUMONT
WASTEWATER OPERATIONS FUND BUDGET ADJUSTMENTS
FISCAL YEAR 7/1/18 - 6/30/19

	Original Total Budget	Proposed Budget Adjmt	Current Total Budget	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Category: 50 - FINES AND FORFEITURES						
700-0000-4641-0000 GENERAL FINES	-	9,000.00	9,000.00	9,000.00	-	0.0%
Category: 54 - MISCELLANEOUS REVENUES						
700-0000-4650-0000 INTEREST	-	33,000.00	33,000.00	24,678.33	(8,321.67)	-25.2%
Category: 56 - PROPRIETARY REVENUES						
700-0000-4750-0000 SEWER SERVICE FEES	8,800,000.00		8,800,000.00	5,801,596.40	(2,998,403.60)	-34.1%
700-0000-4752-0000 SEWER PERMITS/APPL	10,000.00	8,000.00	18,000.00	15,416.40	(2,583.60)	-14.4%
700-0000-4760-0000 SEWER STAND-BY		2,774.00	2,774.00	2,773.45	(0.55)	0.0%
Category: 58 - OTHER FINANCING SOURCES						
700-0000-4825-0000 MISCELLANEOUS REVENUE		831.00	831.00	830.88	(0.12)	0.0%
700-0000-4850-0000 SALE OF PROPERTY		635.00	635.00	635.00	-	0.0%
Category: 90 - TRANSFERS						
100-0000-9950-0000 TRANSFERS	-	(100,000.00)	(100,000.00)	(100,000.00)	-	0.0%
Total Revenues	8,810,000.00	(45,760.00)	8,764,240.00	5,754,930.46	(3,009,309.54)	65.66%
Category: 60 - PERSONNEL						
700-4050-6010 SALARIES	754,497.00	(140,000.00)	614,497.00	358,599.12	255,897.88	41.6%
700-4050-6020 HEALTH BENEFIT	166,500.00	(83,000.00)	83,500.00	52,769.13	30,730.87	36.8%
---	234,767.00		234,767.00	176,367.88	58,399.12	24.9%
Category: 65 - OPERATING						
700-4050-7022/7053 LICENSE PERMITS FEES	97,215.00	10,670.00	107,885.00	99,752.97	8,132.03	7.5%
700-4050-7089 BRINE LINE M&O	-	78,570.00	78,570.00	52,377.60	26,192.40	33.3%
700-4050-7075 EQUIPMENT LEASING	20,000.00	32,000.00	52,000.00	12,655.38	39,344.62	75.7%
700-4050-7090 EQUIPMENT SUPPLIES/MAINT	6,345.00	43,000.00	49,345.00	40,419.57	8,925.43	18.1%
700-4050-7050 FUEL	8,000.00	7,000.00	15,000.00	10,357.19	4,642.81	31.0%
700-4050-7065 UNIFORMS	-	6,000.00	6,000.00	2,901.93	3,098.07	51.6%
---	3,859,560.00		3,859,560.00	2,352,981.13	1,506,578.87	39.0%
Category: 70 - CAPITAL						
700-4050-7000 OTHER OPERATING	89,750.00		89,750.00	69,587.79	20,162.21	22.5%
Total Expenses	5,236,634.00	(45,760.00)	5,190,874.00	3,228,769.69	1,962,104.31	37.80%
NET	3,573,366.00	-	3,573,366.00	2,526,160.77	(1,047,205.23)	-29.31%

CITY OF BEAUMONT
BUDGET ADJUSTMENT FORM
 FY 2018/2019

2019-001

DEPARTMENT NAME: Wastewater Operations Fund

PREPARED BY: Melana Taylor

APPROVED BY _____

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	Revenue = + Expense = -		Revenue = + Expense = -		Debit (Credit)	Explanations / Justification
		CURRENT BUDGET	ADJUSTED BUDGET	Change to Budget			
700-0000-4641-0000	General Fines	-	9,000.00	(9,000.00)			YTD Received
700-0000-4650-0000	Interest	-	33,000.00	(33,000.00)			Estimated earnings for the year
700-0000-4752-0000	Sewer Permits/Applications	10,000.00	18,000.00	(8,000.00)			Based on fees received YTD
700-0000-4760-0000	Sewer Standby	-	2,774.00	(2,774.00)			YTD Received
700-0000-4825-0000	Miscellaneous Income	-	831.00	(831.00)			YTD Received
700-0000-4850-0000	Sale of Property	-	635.00	(635.00)			YTD Received
100-0000-9950-0000	Transfers	-	(100,000.00)	100,000.00			CIP Funding Project 2018-009
700-4050-6010-0000	Salaries	(754,497.00)	(614,497.00)	(140,000.00)			Overestimated salaries at 1/2 year
700-4050-6020-0000	Health Benefits	(166,500.00)	(83,500.00)	(83,000.00)			Overestimated salaries at 1/2 year
700-4050-7022-0000	License, Permits, Fees	(97,215.00)	(107,885.00)	10,670.00			Recognition of fees paid
700-4050-7089-0000	Brine Line M&O	-	(78,570.00)	78,570.00			Monthly fee required with capacity purchase
700-4050-7075-0000	Equipment Leasing	(20,000.00)	(52,000.00)	32,000.00			Mesa Lift Station and est for 4 Seasons LS
700-4050-7090-0000	Equipment Supplies/Maint	(6,345.00)	(49,345.00)	43,000.00			Mesa Lift Station and est for 4 Seasons LS
700-4050-7050-0000	Fuel	(8,000.00)	(15,000.00)	7,000.00			Underestimated fuel costs
700-4050-7065-0000	Uniforms	-	(6,000.00)	6,000.00			Based on costs paid YTD
TOTALS		\$ (1,042,557.00)	\$ (1,042,557.00)	\$ -			Net Effect

Staff Report

TO: Mayor and City Council Members

FROM: Kristine Day, Assistant City Manager

DATE: May 7, 2019

SUBJECT: Consideration of Optional Owner Initiated Scope Changes to the Wastewater Treatment Plant Expansion and Renovation Project

Background and Analysis:

Preliminary design of the wastewater treatment plant (Plant) began in November 2016, and was completed in May 2017. Final design of the Plant began in May 2017, and construction began in October 2018. During the design and up until March 2019, the Plant was operated by Utility Partners under contract to the City. The Utility Partners' operations team had no experience operating an MBR and/or reverse osmosis system and offered no meaningful feedback to the City or design team during the planning and design of the Plant upgrades.

In October 2018, the City hired a new Chief Plant Operator (CPO). The new CPO began attending construction meetings, reviewing the plans for the Plant, and hiring the Plant operations staff during the first quarter of 2019. The City took over operations of the Plant on March 1, 2019.

The City's new operations staff has considerable experience operating a membrane/RO plant and have provided significant feedback to the design team and City Management regarding the operations, maintenance, and upgrades to the Plant. The feedback has led to potential changes in the design that will improve operator flexibility, reduce long-term operations costs, reduction in potential fire suppression needs and attempt to minimize potential risks. The majority of the potential changes involve chemical storage and usage at the Plant. Each potential change is described below.

Potential Scope Change # 1 - MBR Building Bulk Chemical Storage

The MBR Building, as designed, included the following:

1. 4,400 gallon bulk storage tank for sodium hypochlorite along with the associated feed equipment for disinfection through the RO system .
2. Aqueous ammonia storage and feed system inside the MBR Building for disinfection through the RO system.
3. Citric acid tote storage and feed system inside the MBR Building for membrane cleaning.

4. Anti-scalant tote and feed system inside the MBR Building to reduce scaling in the RO effluent.
5. Open space for the future addition of sulfuric acid tote and feed system for pH adjustment (if necessary).

Based upon the CPO and operation's staff experience, they are recommending the following changes be made:

1. Keep the sodium hypochlorite storage and feed system, as designed, but move it across the road and combine all the bulk storage together into one facility.
2. Switch from aqueous ammonia to liquid ammonium sulfate (LAS). The benefits of LAS include that it is safer to handle for the operators, can be stored outside, and removes the requirement to install fire sprinklers in the MBR Building. A 1,000 gallon storage tank within a concrete containment area is proposed to be added. The addition of fire sprinklers in the MBR building was specifically excluded from the contractor's bids due to unknowns about what was going to be required by the Fire Marshall. The addition of the fire sprinklers was going to be handled via change order. Switching to LAS avoids a change order estimated at \$50,000 - \$75,000.
3. Add bulk storage and feed system for sulfuric acid to lower the pH prior to the RO system. The normal pH range of the wastewater is within the specified operating range for the RO system but, in the experience of the CPO and staff, being able to lower the pH is a critical operating parameter when optimizing the RO system performance. A 1,000 gallon storage tank within a concrete containment area is proposed to be added.
4. Add bulk storage and feed system for sodium hydroxide to raise the pH after the RO system. If the pH is lowered through the RO system, it needs to be increased after the RO system to reduce the corrosivity of the water. A 1,000 gallon storage tank within a concrete containment area is proposed to be added.

The change to bulk chemical storage has other benefits to the City. 1) Purchasing bulk chemicals are far less expensive than buying them in smaller volume totes. This will reduce the City's long-term operating budget. 2) Bulk chemicals are delivered directly from a tanker truck into the storage tank and eliminates the manpower associated with changing out storage totes and also minimizes the potential hazards to the operators during tote change outs.

The estimated cost associated with these changes is \$300,000 - \$350,000 and includes credits for changing the aqueous ammonia system to the LAS system but does not include credit for the avoided additional costs for fire sprinklers in the MBR Building.

Potential Scope Change #2 - Effluent Bulk Chemical Storage

The plant effluent area, as designed, included the following:

1. 4,400 gallon bulk storage tank for sodium hypochlorite along with the associated feed equipment for injecting chlorine into the recycled water storage tanks.

Based upon the CPO and operation's staff experience, they are recommending the following changes be made:

1. Remove the sodium hypochlorite storage and feed system. Sodium Hypochlorite will be fed from the MBR Building chemical storage area.
2. Add bulk storage and feed system for sodium hydroxide to raise the pH after the RO system. If the pH is lowered through the RO system as described above, it needs to be increased after the RO system to reduce the corrosivity of the water. A 1,000 gallon storage tank within a concrete containment area is proposed to be added.
3. Add bulk storage and feed system for sodium bisulfite for dechlorinating water being discharged to Cooper's Creek. The City's existing discharge permit does not contain a chlorine limit because there are no chlorination facilities on-site. After the Plant is upgraded and chlorination facilities are on-site, the City discharge permit will include a chlorine limit. Therefore, the City needs to be able to neutralize any residual chlorine that comes through the treatment process. The chlorine "bleed-through" will vary depending on the wastewater characteristics and the amount of chlorination required to maintain the RO system. A 1,000 gallon storage tank within a concrete containment area is proposed to be added.

The estimated cost associated with these changes is \$125,000 - \$175,000 and includes credits for changing the aqueous ammonia system to the LAS system but does not include credit for the avoided additional costs for fire sprinklers in the MBR building.

Potential Scope Change #3 - Dewatering Building Bulk Chemical Storage

The dewatering area, as designed, included the following:

1. Three 330 gallon totes for storage of polymer and associated feed equipment for injecting polymer into the sludge prior to dewatering.

Based upon the CPO and operation's staff experience, they are recommending the following changes be made:

1. Add bulk polymer storage to eliminate the frequent change outs and handing of the totes. A 1,000 gallon storage tank within a concrete containment area is proposed to be added. The feed equipment would remain as designed.

The estimated cost associated with these changes is \$50,000 - \$75,000. This work is part of Phase II and can be deferred to a later date without delaying the contractor.

Potential Scope Change #4 - Equalization Basin Pump Station and Operation

The Equalization Basin, as designed, included the following:

1. The Equalization Basin (EQ) has a volume of 1,500,000 gallons and operates between the Influent Pump Station (IPS) and the Fine Screens to equalize the flow going into the aeration basin and treatment system. The operation of the EQ Basin allows flow to return to the IPS when influent to the Plant decreases. The IPS will then pump the influent through the Fine Screens and into the new Aeration Basin. This operation is reliant on a couple key components for successful operation. 1)

The influent flow meter needs to be accurate to tell the SCADA system when it is ok to release flow from the EQ Basin back to the IPS. The CPO has reported that the accuracy of the influent flow meter is not reliable at high flows. This detail was never shared with the design team or City staff by the previous operations staff. 2) The actuated valve between the EQ Basin and the IPS is critical to the operation. It is designed to fail in the closed position but could present a problem if it were to fail and not close during a high flow situation. If the influent flows combined with the return flow from the EQ Basin exceed the capacity of the IPS, an overflow situation could occur.

The influent wet well has a very small capacity to buffer the flow before an overflow could occur. The IPS is being re-equipped with new pumps and will have a capacity of approximately 14 mgd. It should be noted that during the February 2019 storm events, the Plant influent flow reached nearly 10 mgd for a short period of time. This peak far exceeded anything in the historical record.

Based upon the CPO and operation's staff experience and in coordination with the Design Team, we are recommending the following changes be made:

1. Construct a new pump station at the EQ Basin that will deliver flow from the EQ Basin directly into the Fine Screens. The return flow connection to the IPS will be eliminated, thus removing the potential for the EQ Basin to contribute to an overflow at the IPS. The EQ Basin will continue to operate as intended in the original design.

This change will require a significant expenditure of the project contingency, but the cost associated with one sewer overflow could easily exceed the cost of the EQ Pump Station. The estimated cost associated with this change is \$450,000 - \$500,000.

Fiscal Impact:

No fiscal impacts at this time. Fiscal impacts will be included in the project budget should City Council decide to move forward.

Finance Director Review: 

Recommendation:

1. Consider potential scope changes and direct the staff/design team to move forward with obtaining contractor pricing for change order consideration.

City Manager Review: 

Staff Report

TO: Mayor and City Council Members
FROM: Kristine Day, Assistant City Manager
DATE: May 7, 2019
SUBJECT: City Council Approval of Change Order No. 7 for the Wastewater Treatment Plant Upgrade/Expansion Project in the Amount of \$59,167.49

WWTP Change Order 7:Item #1 – MBR PEMB Additional Steel to Support Electrical Cable Trays

The electrical design requires multiple systems in the Process Room of the MBR/RO building with power and control conduits/cables run from the main electrical room via cable trays. The wall panels of a metal building are not designed to support additional loading. There are also multiple equipment skids and pipe racks along the interior perimeter floor of the building making it necessary to support the loading of the cable trays from the structural framing of the building transferring the load into the foundation of the building.

The absence of supports for the elevated cable trays along the interior walls of the building were identified by the electrical subcontractor. The cable trays were called for in the design but the supports for the trays were missing. The solution to support the added loads onto the building frame was a collaboration of the design engineer and general contractor.

The cost for Item #1 is in the amount of \$35,500. The total cost, including bonds and markup, is \$37,648.

Item #2 – Civil Modifications & Gen-Set Pad Size Change

The design drawings allowed the contractor to select from various generators as part of the bid. Once the contractor selected preferred equipment, it was noted the generator requires a larger concrete pad for maintenance of the area. This increase is roughly 2' larger. This maintenance would include protection from possible oil and gas droppings which would degrade the asphalt called for on the design plans. This change accounts for a credit in the asphalt paving and the addition of 2' of concrete.

The cost for Item #2, after taking into consideration all added and deleted work, is in the amount of \$2,687.80. The total cost, including bonds and markup, is \$3,037.24.

Item #3 – Fine Screen Wiring Modifications

Following the review of the final submittals of Owner Pre-selected Equipment, Huber Bar and Fine Screens equipment, modifications to the electrical and SCADA control network are required for necessary system control and monitoring. This change results from a vendor change in the sensors from design to final submittal.

The cost for Item #3 is in the amount of \$13,916.20. The total cost, including bonds and markup, is \$15,053.00.

Item #4 – MBR Elect. Room Ceiling Framing Size Increase

During the review of the final shop drawings for the Motor Control Center (MCC) in the electrical room, the manufacturer increased the size of the line-up for the MCC resulting in a modifications needed to ceiling frame size.

The cost for Item #4 is in the amount of \$3,233.62. The total cost, including bonds and markup, is \$3,429.25.

Summary of Change Order No. 7 Costs:

In addition to the costs associated with each item, there are bonds, and allowed mark-ups for labor, equipment, materials, and subcontractors. The costs associated for Various Changes - MBR/RO Structural, Site Civil & Headworks SCADA Design Modifications is in the amount not to exceed \$59,167.49 and will have no change to the project schedule. The costs for the change order are summarized below:

Item	Cost
Item #1 – MBR PEMB Additional Steel to Support Electrical Cable Trays	\$37,648.00
Item #2 – Civil Modifications & Gen-Set Pad Size Change	\$3,037.24
Item #3 – Fine Screen Wiring Modifications	\$15,053.00
Item #4 – MBR Elect. Room Ceiling Framing Size Increase	\$3,429.25
Total:	\$59,167.49

Wastewater Treatment Plant Change Order Summary:

CO No.	Description	Reason for Change	Amount
1	MBR System Improvements	Enhance the performance of MBR System	\$149,741.00

2	RO System Electrical Modifications & Storm Drain System Material Change	Design & Material Updates	(\$245.00)
3	New Aeration Basin 1 through 3 Excavation	Conflict with Existing Utilities	\$19,998.00
4	Structural and Mechanical Modifications	Pre-Selected Submittals	\$57,450.64
5	Vactor Truck Dump Station Modifications	Conflict with Construction	NTE \$15,000.00
6	EDI Fine/Coarse Bubble Diffuser Equipment	Design Changes	\$24,298.00
7	Various Changes - MBR/RO Structural, Site Civil & Headworks SCADA Design Modifications	Design Changes	\$59,167.49
Budget Amount		Change Orders 1-7	Remaining
\$4,000,000.00		\$325,410.13	\$3,674,589.87

Fiscal Impact:

Wastewater Treatment Plant Expansion/Renovation:

The project accounting below represents the status of funds should the change order be approved by City Council. A contingency balance of \$3,674,589.87 would remain should City Council approve this item.

WWTP	Budget Amount	Paid to Date	Remaining
Design	\$2,709,798.23	\$2,556,649.26	\$153,148.97
Construction Management	\$5,308,585.72	\$925,208.01	\$4,383,377.71
Equipment	\$252,906.00	\$210,793.50	\$42,112.50
Permits	\$324,776.76	\$43,168.36	\$281,608.40
Construction	\$53,910,737.00	\$8,871,884.86	\$45,038,852.14
Contingency	\$4,000,000.00	\$87,656.60	\$3,912,343.40
Total	\$66,506,803.71	\$12,695,360.59	\$53,811,443.12

Finance Director Review: 

Recommendation:

1. Approval of Change Order No. 7 for the Wastewater Treatment Plant Upgrade/Expansion Project in the amount of \$59,167.49

City Manager Review: _____



Attachments:

- A. WWTP Change Order No. 7

Attachment A
WWTP Change Order No. 7



City of Beaumont Wastewater Treatment Plant Salt Mitigation Upgrade Project Change Order No. 07

April 30, 2019

Contractor: W.M. Lyles Co.	Original Contract: \$ 53,312,000.00	Calendar Days: 820	Comp. Date: 1/26/2021
Project Name: Wastewater Treatment Plant Salt Mitigation Upgrade Project	Previous Approved Changes: \$251,242.64	18	
Contract No.: C18-80	This Change: Amount \$59,167.49	0	
CO Number: 07	Revised Contract: \$53,622,410.13	838	2/13/2021
	Original Phase 1 Completion Date		1/22/2020
	Revised Phase 1 Completion Date		2/6/2020

This change order covers changes to the subject contract as described herein. The Contractor shall supply all labor, equipment and materials to complete the Change Order items for the lump sum price agreed upon herein. All Change Order items must be submitted to the City for approval prior to fabrication.

Item No.	PCO No.	Description of Changes	Amount	Phase 1 Time Extension (CD*)	Phase 2 / Project Completion Time Extension (CD*)
1	9	COR-147/Sub133400-3.A Response MBR PEMB Additional Steel to Support Electrical Cable Trays	\$37,648.00	0	0
2	10	DCM-5 Civil Modifications & Gen-Set Pad Size Change	\$3,037.24	0	0
3	7	DCM-3 Fine Screen Wiring Modifications	\$15,053.00	0	0
4	11	Sub-0911110-1 MBR Elect. Room Ceiling Framing Size Increase	\$3,429.25	0	0
NET CHANGE IN CONTRACT AMOUNT – INCREASE (OR-DECREASE)			\$59,167.49	0	0

*Calendar Days

The amount of the Contract will be increased/decreased by the amount of Fifty-Nine Thousand One Hundred Sixty-Seven Dollars and forty-nine cents (\$59,167.49). The Contract Time will be increased by zero (0) calendar days.

The Contractor agrees to furnish all labor, equipment and materials and to perform all other necessary work, inclusive of the directly or indirectly related work, within the approved time extension required to complete the above Change Order items. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the Contract Price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in Work, and as to the extension of time allowed, if any, for the completion of the entire Work on account of said Change Order. The City and the Contractor hereby agree that this Change Order constitutes full mutual accord and satisfaction for all time, all costs, and all impacts related directly or indirectly to this Change Order. The Contractor hereby agrees that this Change Order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of himself and all subcontractors to waive all right to file any further claims or request for equitable adjustment arising out of or as a result of this Change Order or the cumulative effect of this Change Order on the performance of the overall Work under the Contract. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the City.

Recommended: Charles Reynolds
MWH Constructors, Senior Resident Engineer

Date: 4-30-19

Accepted: [Signature]
W.M. Lyles Co., Contractor

Date: 4/30/19

Approved: Brian Knoll
Albert A. Webb Associates, Program Manager

Date: 5/1/2019

Approved: _____
City of Beaumont, City Manager

Date: _____

City of Beaumont
Wastewater Treatment Plant Salt Mitigation Upgrade Project

April 30, 2019
Change Order No. 07

Technical Justification:

Pre-Engineered Metal MBR/RO Bldg. Added Steel:	MBR PEMB Additional Steel to Support Electrical Cable Trays
<p>The electrical design required by multiple systems in the Process Room of the MBR/RO building with power and control conduits/cables run from the main electrical room via cable trays. The wall panels of a metal building are not designed to support additional loading. There are also multiple equipment skids and pipe racks along the interior perimeter floor of the building making it necessary to support the loading of the cable trays from the structural framing of the building transferring the load into the foundation of the building.</p> <p>The absence of supports for the elevated cable trays along the interior walls of the building were identified by the electrical subcontractor and solution to support the added loads onto the building frame was a collaboration of the design engineer and general contractor.</p> <p>The requirements for the additional loading was relayed to the building manufacture after the initial design and submission of the pre-fabricated building requiring redesign and added steel members to support the cable tray system.</p> <p>Design and Scope Changes:</p> <ul style="list-style-type: none"> • Provide two (2) 6"x6"x3/16" tube steel supports between columns per bay to carry three (3) electrical cable trays. Steel supports are to be approximately 16'-2" and 19'-2" above finish floor along with receiving the same galvanized corrosion protection of the rest of the metal building. • Provide design calculations, coordination with contractor & subcontractor and confirm that additional loading on the building framework can be accomplished without additional change to the building foundation. • Provide delivery and installation of added steel members. <p>The total cost increase for this added scope is \$37,648.00</p>	

MWHC Evaluation Summary - OH&P

Item	Description	WML Estimated Cost Change	MWHC Calculated Cost Change	Final Cost Estimate
1	Labor	\$0.00	\$0.00	\$0.00
2	Material	\$0.00	\$0.00	\$0.00
3	Equipment	\$0.00	\$0.00	\$0.00
	Credits			
	Tax Credit			
	Net Total	\$0.00	\$0.00	\$0.00
	markup	\$0.00	\$0.00	\$0.00
	subtotal	\$0.00	\$0.00	\$0.00
	Subcontractor			
4	G&W Builders, Inc.			
	Labor	\$9,700.00	\$9,700.00	\$9,700.00
	Material	\$22,145.00	\$17,845.00	\$17,845.00
	Equipment & Misc		\$4,300.00	\$2,122.17
	Subcontractors Net Cost	\$31,845.00	\$31,845.00	\$29,667.17
	Subcontractor Markup	\$1,633.00	\$4,776.75	\$4,450.08
	Subcontractor credit	\$0.00	\$0.00	\$0.00
	Subcontractor Tax on Material	\$2,022.00	\$1,382.99	\$1,382.99
	Subcontractor's total w/o Bond	\$35,500.00		
	Bond	\$0.00	\$0.00	\$0.00
	subtotal	\$35,500.00	\$38,004.74	\$35,500.23
	GC - Subcontract markup	\$1,775.00	\$1,900.24	\$1,775.01
	Material Taxes		\$0.00	\$0.00
	Total	\$37,275.00	\$39,904.97	\$37,275.24
	GC Bond & Ins	\$372.75	\$399.05	\$372.75
	Total	\$37,647.75	\$40,304.02	\$37,648.00

CITY OF BEAUMONT WWTP SALT MITIGATION UPGRADE PROJECT

**CHANGE ORDER PROPOSAL (COP) # 10
(By Contractor)**

To (Engineer/CM): MWH Constructors Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@stantec.com	From (Contractor): W.M. Lyles Co. Attention: Juan C. Ahumada Phone: 951-972-2056 Email: jahumada@wmlylesco.com
PCO/DCM No.:	
Subject: MBR PEMB additional steel to support electrical cable trays	
Reference Documents: submittal response 133400-3A	
DESCRIPTION	
The attached change order proposal is for the additional structural steel that needs to be added and installed to the pre-engineered metal building in order to provide support for the electrical cable trays, see submittal response 133400-3A for the MBR building design drawings and calculations comments no. 7 and 8.	
COST ESTIMATE	
Total cost is \$37,648.00 – see attached breakdown.	
SCHEDULE IMPACT	
Approval of this change order is needed by no later than May 3 rd , 2019 to avoid a potential schedule impact.	
Received by MWH Constructors (Date):	

RESPONSE

Response By:

Date:

Final Distribution: Juan C. Ahumada, W.M. Lyles Co.
Brian Knoll, Webb Associates
MWH Inspector

W. M. Lyles Co.
 42142 Roick Drive
 Temecula, CA 92590

Date: 18-Apr-19

Reference #: 133400-3A

Attention: Charles W. Reynolds

Project: City of Beaumont WWTP Salt Mitigation Upgrade Project

Description: Additional steel to support cable trays at MBR

Item:	Unit	Total MH	MH Cost	Total MH Cost	Eq. Cost	Material	Subcont.	Total Cost
1 Additional steel to support cable trays at MBR	LS	0	-	\$ -	\$ -	\$ -	\$ 35,500.00	\$ 35,500.00
Total Costs		0		\$ -	\$ -	\$ -	\$ 35,500.00	\$ 35,500.00

Subtotal		\$ 35,500.00
Mark-up - Labor	15%	\$ -
Mark-up - Equipment	15%	\$ -
Mark-up - Materials	15%	\$ -
Mark-up - Subcontractor	5%	\$ 1,775.00
Bond	1%	\$ 372.75
Total This Change Order		\$ 37,648.00

Comments:

City of Beaumont WWTP Salt Mitigation Upgrade Project
 Additional steel to support cable trays at MBR

4/18/2019

A. Labor

133400-3A

Description						
	0	0	0	0	0	0

Name	Rate	Hours	Extension
0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00
		0	
		Total Labor =	\$0.00

B. Equipment

Description						
	0	0	0	0	0	0

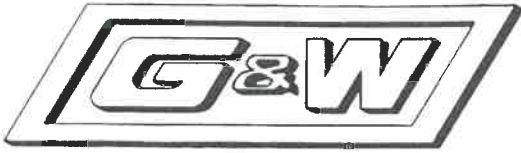
Number	Description	Rate	Hours	Extension
0 -		\$0.00	0	\$0.00
0 -		\$0.00	0	\$0.00
0 -		\$0.00	0	\$0.00
0 -		\$0.00	0	\$0.00
0 -		\$0.00	0	\$0.00
0 -		\$0.00	0	\$0.00
			Total Equipment =	\$0.00

C. Materials

Quantity	Unit	Price	Extension
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Tax	7.75%		\$0.00
Freight			\$0.00
			Total Material =
			0.00

D. Subcontractor

Quantity	Unit	Price	Extension
PEMB Subcontractor (G&W Builders, Inc)	1	LS	\$35,500.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Total Subcontract =
			\$35,500.00



G&W BUILDERS, INC.
 General Contractors
 And Engineers
 Lic. No. 457076 A & B

557 MERCURY LANE • BREA, CA 92821 • (714) 529-9935 • FAX (714) 529-0795

REQUEST FOR CHANGE ORDER

DATE: April 18th 2019

TO: W.M Lyles CO PROJECT: Wastewater Treatment Plant Salt Mitigation Upgrade Project
ATTENTION: Mr. Allen Hickernell **REQUEST: #01**
ADDITIONAL INFORMATION ATTCHED: YES PAGES: 5 (INCLUDING THIS PAGE) CONTRACT #:55.1173.002

DESCRIPTION: Electrical Tray Supports, Misc. building adjustments. **AMOUNT**

1.	Provide Two (2) 6" x 6" x 3/16" tube steel support between columns per bay for Three (3) cable trays with 70 pounds lineal foot per tray. The tubes are to be flush with the inside face of the column. Center Location of the tube at approx. 16'-2" +/- as allowed by the straight portion of the column and next tube 3'-0 above. Tray connection points will be approx. 8' on center, electrical erector to provide intermediate support between tubes to support the center cable tray.	
	Includes Re-Design , labor and equipment to install Horizontal Supports	35,500.00
TOTAL ADD		\$35,500.00

REASON FOR CHANGES:
 1. Electrical requires their framing to be attached to main frames. Additional loading was added to frame lines where occurs and additional tube steel was added as horizontal supports spanning from column to column.

Previous Contract Total: \$1,589,023.00
 New Contract Total: \$1,624,523.00

Requested by: _____ 4/18/19
 Sign and Date

Accepted by: _____
 Sign and Date



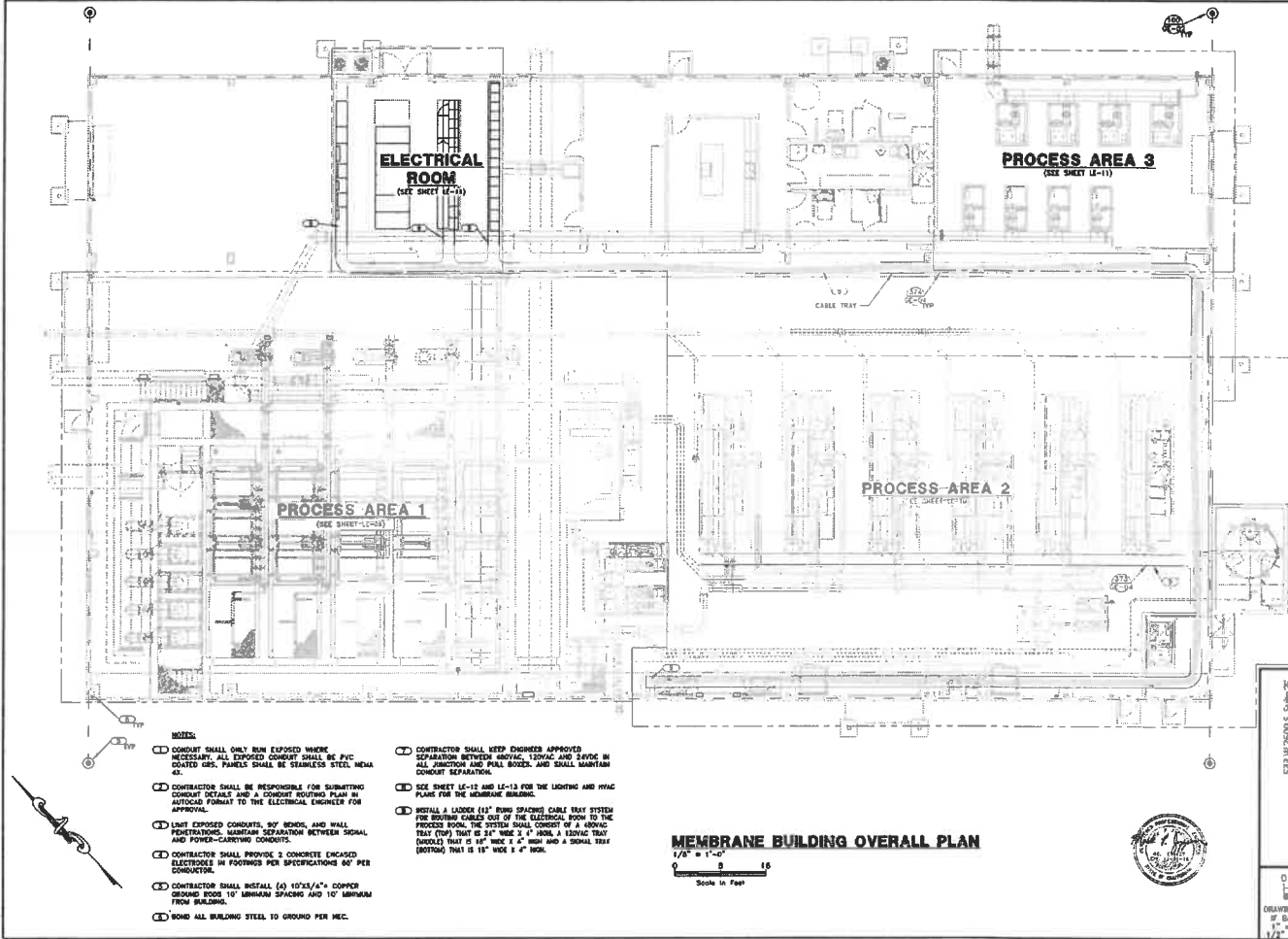
G&W BUILDERS, INC.
General Contractors
And Engineers
Lic. No. 457076 A & B

557 MERCURY LANE • BREA, CA 92821 • (714) 529-9935 • FAX (714) 529-0795

Change Order Breakdown:

1. Building Re-design	\$4,900.00
2. Tube Steel, Spandrel Beams	\$16,895.00
3. Freight Update:	\$ 950.00
4. Added Weight due to Line Loads	\$4,300.00
5. Sales Tax 7.75%	\$2,022.00
6. Labor and Equipment to Install Tube Steel	\$4,800.00
7. Mark up	<u>\$1,633.00</u>
Total:	\$35,500.00

6/2/2018 14:54:00 MEMBRANE BUILDING OVERALL PLAN



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skm
533 W. 250th St., Suite 205
Bloomington, MN 55425
Phone: (612) 677-0011
www.skmeng.com

WEBB
ENGINEERING
1100 W. WASHINGTON AVE. SUITE 100
MINNEAPOLIS, MN 55401
(612) 338-1100
www.webbeng.com

DRAWING IS TO SCALE
IF BAR REQUIRES:
1" = FULL SCALE
1/2" = HALF SCALE

SHEET 101 OF 172
LE-08

CITY OF BEAUMONT	
NO.	DATE
1	DESIGN
2	ISSUE
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Technical Justification:

New Standby Generator Pad	Concrete Pad & Street Modifications per Design Clarification No. 5
<p>The required standby Generator requires larger concrete pad than what is showing on the plans.</p> <p>Design clarification No. 5 was issued showing modifications to the concrete equipment pad, surrounding area elevations and roadway alignment are required.</p> <p>Due to the maintenance access required around the generator, the equipment pad shall be increased to 44' x 18' (approximately 2 ft wider than shown on the original plans). As such, the access road shall be modified to be two feet narrower in front of the generator.</p> <p>The Contractor shall:</p> <ul style="list-style-type: none"> • Provide all cost for increased labor and materials necessary to construct the larger concrete pad. • Provide all cost for changes to field engineering associated with changes to survey and realignment of roadway gutters and embankment. • Provide credit for reduction in asphalt-concrete quantity. <p>After the contractor's review of the requested changes at this time in the progression of the project the only notable increase in cost is associated with the additional concrete, reinforcing steel and labor required for this added work. The credit is for providing less road paving</p> <p>The revised cost proposal after taking into consideration all added and deleted work is in the amount of \$3,037.24.</p>	

MWHC Evaluation Summary - OH&P

Item	Description	WML Estimated Cost Change	MWHC Calculated Cost Change	Final Cost Estimate
1	Labor	\$551.45	\$551.45	\$551.45
2	Material	\$1,271.45	\$1,180.00	\$1,180.00
3	Equipment	\$26.90	\$26.90	\$26.90
	Credits	\$0.00	\$0.00	\$0.00
	Tax		\$91.45	\$91.45
	Net Total	\$1,849.80	\$1,849.80	\$1,849.80
	markup	\$277.47	\$277.47	\$277.47
	subtotal	\$2,127.27	\$2,127.27	\$2,127.27
	Subcontractor			
4	Pacific Steel [Reinforcing]	\$1,288.00	\$1,120.00	\$ 1,120.00
	Labor	\$0.00	\$0.00	\$0.00
	Material	\$0.00	\$0.00	\$0.00
	Equipment & Misc.	\$0.00	\$0.00	\$0.00
	Subcontractors Net Cost	\$1,288.00	\$1,120.00	\$1,120.00
	Subcontractor Markup	\$0.00	\$168.00	\$168.00
	Subcontractor credit	\$0.00	-\$450.00	-\$450.00
	Subcontractor Tax on Material	\$0.00	\$0.00	\$0.00
	Subcontractor's total w/o Bond	\$1,288.00		
	Bond	\$0.00	\$0.00	\$0.00
	subtotal	\$1,288.00	\$838.00	\$838.00
	GC - Subcontract markup	\$64.40	\$41.90	\$41.90
	Material Taxes	\$0.00	\$0.00	\$0.00
	Total	\$3,479.67	\$3,007.17	\$3,007.17
	GC Bond & Ins	\$34.80	\$30.07	\$30.07
	Total	\$3,514.47	\$3,037.24	\$3,037.24

C.O. Cost

W. M. Lyles Co.
 42142 Roick Drive
 Temecula, CA 92590

Date: 8-Apr-19

Reference #: DCM#5

Attention: Charles W. Reynolds

Project: City of Beaumont WWTP Salt Mitigation Upgrade Project

Description: Stand-By Generator Concrete Pad Increase

Item:	Unit	Total MH	MH Cost	Total MH Cost	Eq. Cost	Material	Subcont.	Total Cost
1 Equipment Pad Increase	LS		-	\$ 551.45	\$ 26.90	\$ 1,271.45	\$ 838.00	\$ 2,687.80
Total Costs		0		\$ 551.45	\$ 26.90	\$ 1,271.45	\$ 838.00	\$ 2,687.80

Subtotal		\$ 2,687.80
Mark-up - Labor	15%	\$ 82.72
Mark-up - Equipment	15%	\$ 4.04
Mark-up - Materials	15%	\$ 190.72
Mark-up - Subcontractor	5%	\$ 41.90
Bond	1%	\$ 30.07
Total This Change Order		\$ 3,037.00

Comments:

City of Beaumont WWTP Salt Mitigation Upgrade Project
Stand-By Generator Concrete Pad Increase

4/8/2019

A. Labor

DCM#5

Description	Lab Pipe FM	Lab Pipe	Carp FM	Carp	OP	
Labor increase due to pad size increase of approximately 8 SF			1	6		
	0	0	1	6	0	0

Name	Rate	Hours	Extension
Carp FM	\$82.14	1	\$82.14
Carp	\$78.22	6	\$469.31
OP	\$94.03	0	\$0.00
0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00
		7	
Total Labor =			\$551.45

B. Equipment

Description	FRM Truck	40-104	32-030	35-064	31-028	20-041
Labor increase due to pad size increase of approximately 8 SF	1					
	1	0	0	0	0	0

Number	Description	Rate	Hours	Extension
FRM Truck	Foreman Truck	\$26.90	1	\$26.90
40-104	Tow Air Compr. (185cfm)	\$21.23	0	\$0.00
32-030	JLG Reachlift (10,000#)	\$64.11	0	\$0.00
35-064	JD 644J Loader	\$133.87	0	\$0.00
31-028	80 Ton Link Belt Crane	\$148.71	0	\$0.00
20-041	John Deere 350G LC Exc	\$155.00	0	\$0.00
Total Equipment =				\$26.90

C. Materials

	Quantity	Unit	Price	Extension
Concrete Ready Mix	8	CY	\$144.00	\$1,152.00
Misc items and consumables	7	MHR	\$4.00	\$28.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Tax	7.75%			\$91.45
Freight				\$0.00
Total Material =				1,271.45

D. Subcontractor

	Quantity	Unit	Price	Extension
Rebar	1	LS	\$1,288.00	\$1,288.00
AC paving	180	SF	-\$2.50	-\$450.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Subcontract =				\$838.00

Correspondence # 138 Response # 2

Beaumont WWTP Expansion
City of Beaumont WWTP Salt Mitigation Upgrade



Printed 04/29/2019, Page 1 of 1

Subject: MWH Constructors Response to Correspondence # 138
Submitted : 04/05/2019
Created By: MWH Constructors, BEAU-Edmond Sayegh

Comment:

Juan,

Please revise the cost proposal to include a credit for the AC Pavement reduction by narrowing the road 2 feet per DCM 5.
(See attached DCM 5)

Thanks,
Edmond Sayegh

Files

DCM 5 - Generator Pad.pdf

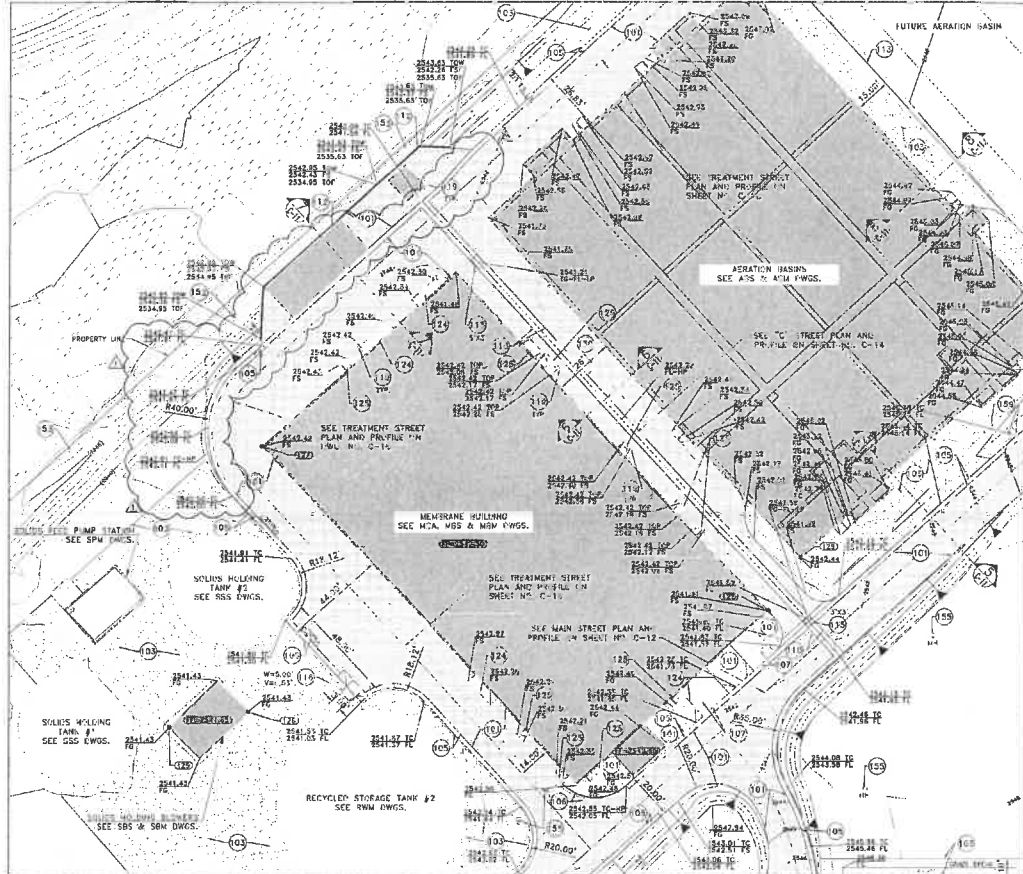
2.9 MB

**CITY OF BEAUMONT WASTE WATER TREATMENT PLANT
SALT MITIGATION UPGRADE PROJECT**

CLARIFICATION 05

To (Construction Manager): Stantec Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@stantec.com	
From (Engineer): AQUA Engineering Attention: Dallin Stephens Phone: 801-299-1327 Email: dallins@aquaeng.com	
Subject: Generator Pad	Location: Yard
Reference Documents: C-6, C-11, C-16, C-39	
CLARIFICATION	
Note the following: Based on information provided in the generator submittal, modifications to the generator pad and surrounding area is required. Due to the weight of and access required around the generator, the equipment pad shall be 44' x 18'. As such, the access road shall be modified to be two feet narrower in front of the generator. See the attached drawings for additional clarification.	
Prepared By (Name): Dallin Stephens, AQUA Engineering	Date: 2/13/19
Distributed By:	Date:

MATCHLINE - SEE DWG. NO. C-8



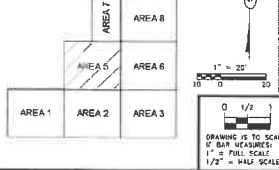
MATCHLINE - SEE DWG. NO. C-4

CONSTRUCTION NOTES

- 101 CONSTRUCT 4" AC PAVEMENT OVER 6" AB-CLASS II BASE AND DETAIL 124 ON SHEET NO. CD-3.
- 102 INSTALL 3" OF 3/4" CRUSHED ROCK OVER COMPACTED NATIVE
- 103 CONSTRUCT 6" CURB & GUTTER PER COUNTY OF RIVERSIDE STD. DWG. 200
- 104 CONSTRUCT 6" "D" CURB PER COUNTY OF RIVERSIDE STD. DWG. 204
- 105 CONSTRUCT DRIVEWAY APPROACH PER COUNTY OF RIVERSIDE STD. DWG. NO. 207
- 106 CONSTRUCT 4" CROSS GUTTER PER DETAIL 128 ON SHEET NO. CD-4.
- 107 CONSTRUCT REDWOOD HEADER PER DETAIL 126 ON SHEET NO. CD-3.
- 108 CONSTRUCT RETAINING WALL TYPE I (CASE 1) PER CALTRANS STANDARD 93-14.
- 109 INSTALL GRAVEL SWALE PER DETAIL 130 ON SHEET NO. CD-4.
- 110 INSTALL CATCH BASIN PER DETAIL 112 AND 115 ON SHEET NO. CD-2.
- 111 CONSTRUCT CATCH BASIN NO. 1 PER RCC/CANAL STD. DWG. NO. CR100 AND LOCAL DEPRESSION PER LD201 CASE "B".
- 112 CONSTRUCT STANDARD PIPE BOLLARD PER DETAIL 120 ON SHEET NO. CD-5.
- 113 CONSTRUCT SIDEWALK PER DETAIL 126 ON SHEET NO. CD-3.
- 114 CONSTRUCT CONCRETE APPROACH PER DETAIL PER DETAIL 121 ON SHEET NO. CD-3.
- 115 CONSTRUCT CONCRETE LANDING PER DETAIL 122 ON SHEET NO. CD-3.
- 116 INSTALL HANDICAPPED STALL PER DETAIL 132 ON SHEET NO. CD-4.
- 117 EXISTING AC PAVEMENT
- 118 EXISTING V-DITCH
- 119 EXISTING FENCE
- 120 EXISTING MANHOLE, PROTECT IN PLACE, ADJUST TO GRADE AS REQUIRED.
- 121 EXISTING UTILITY VAULT, TO BE RELOCATED.

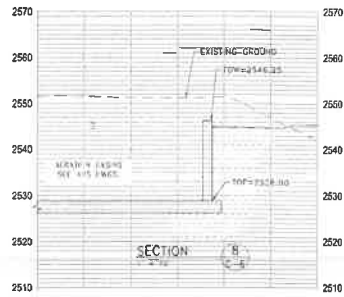
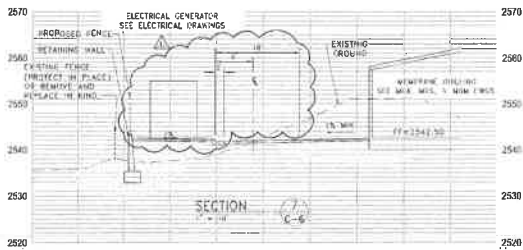
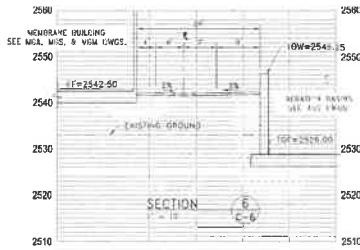
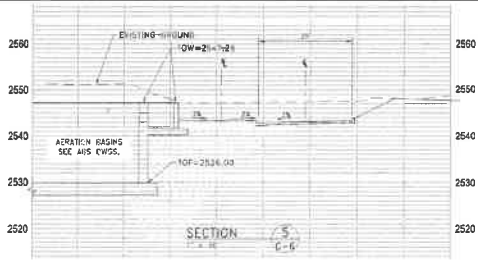
MATCHLINE - SEE DWG. NO. C-7

POINT #	ELEVATION	NORTHING	EASTING	DESCRIPTION
122	2541.65	228622.25	153649.94	1" W COR BRIDGE HELDING BOLLARDS
123	2541.65	228622.25	153649.94	1" E COR BRIDGE HELDING BOLLARDS
124	2541.65	228622.25	153649.94	1" W COR MEMBRANE BUILDING
125	2541.65	228622.25	153649.94	1" E COR MEMBRANE BUILDING
126	2541.65	228622.25	153649.94	TOP 3 COR. RETAINING WALL



<p>DESIGNED BY: [Name]</p> <p>CHECKED BY: [Name]</p> <p>DATE: 1/1/11</p> <p>SCALE: AS SHOWN</p>	<p>CITY OF BEAUMONT</p> <p>SALT MITIGATION WWTP UPGRADE</p> <p>CIVIL</p> <p>AREA 5 GRADING AND PAVING PLAN</p>	<p>AQUA</p> <p>ENGINEERING</p> <p>ALBERT A. WEBB</p> <p>REGISTERED PROFESSIONAL ENGINEER</p> <p>NO. 12542</p> <p>STATE OF TEXAS</p>
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NO.	DATE	DESIGN	BY	CHECKED
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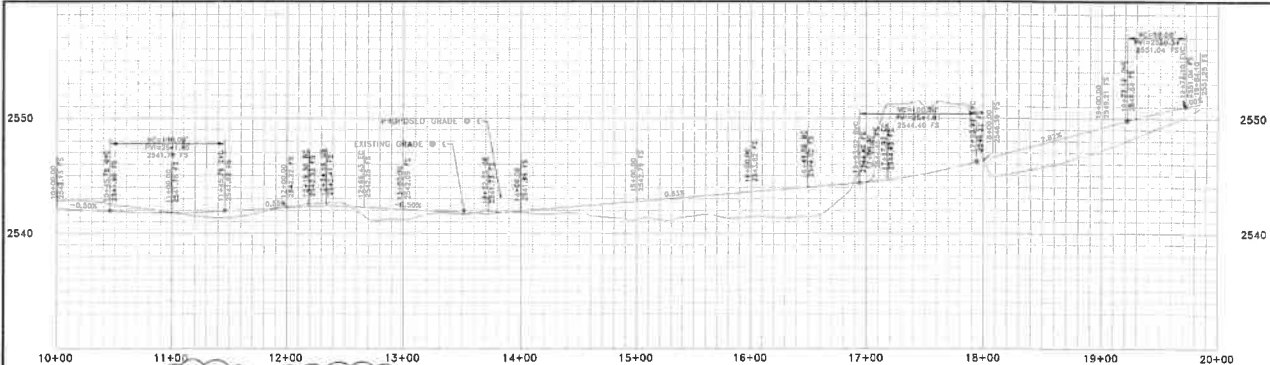
CITY OF BEAUMONT
SALT MITIGATION WWTP UPGRADE
CIVIL
GRADING SECTIONS 1



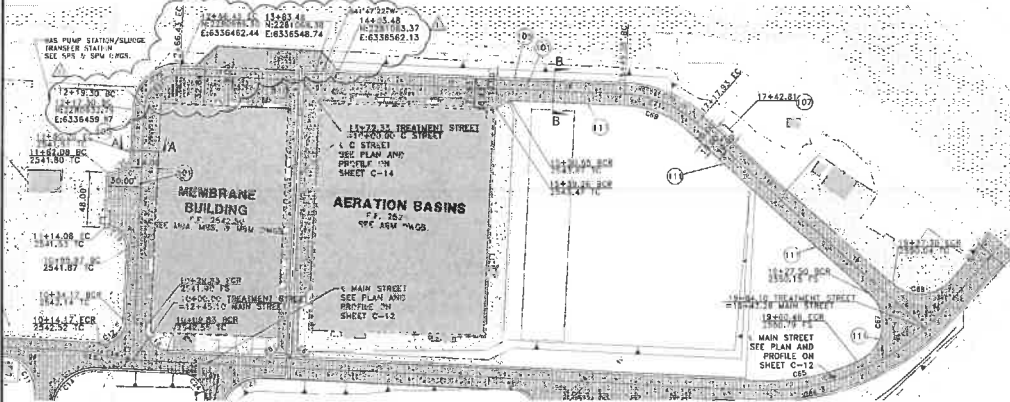
ALBERT A. WEBB
REGISTERED PROFESSIONAL ENGINEER
NO. 10517
STATE OF TEXAS
EXPIRES 12/31/2024
1505 W. BEAUMONT BLVD., SUITE 100
BEAUMONT, TX 77705-1000
PHONE: 409.756.1234 FAX: 409.756.1235



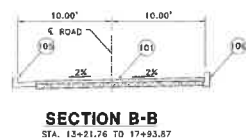
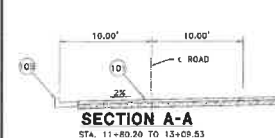
SHEET
C-11



CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C11	48.75	31.00	86°24'50"	29.12
C14	55.99	35.72	91°24'28"	36.61
C15	14.38	50.00	16°27'24"	7.23
C16	14.38	50.00	16°27'34"	7.23
C17	31.53	20.00	90°19'50"	20.11
C18	31.30	20.00	89°40'50"	19.86
C21	47.12	30.00	90°00'00"	30.00
C23	45.08	35.00	76°04'15"	27.79
C24	36.30	20.00	103°59'08"	25.59
C61	11.72	10.00	67°10'12"	6.64
C62	11.72	10.00	67°10'12"	6.64
C64	181.35	200.00	51°57'06"	97.44
C65	90.89	181.88	27°08'23"	46.51
C66	190.41	210.00	51°57'06"	102.31
C67	71.46	35.00	113°43'57"	55.17
C68	55.64	35.00	91°04'46"	35.63
C69	61.97	90.00	59°27'10"	33.27
C70	75.74	110.00	59°27'10"	38.44
C71	68.86	100.00	59°27'10"	35.86
C79	62.83	40.00	90°00'00"	40.00



TREATMENT STREET



- (00) CONSTRUCT 4" AC PAVEMENT OVER 5" AS-CLASS II BASE AND DETAIL 124 ON SHEET NO. CD-3.
- (05) CONSTRUCT 6" CURB & GUTTER PER COUNTY OF RIVERSIDE STD. DWG. 200
- (06) CONSTRUCT 6" "D" CURB PER COUNTY OF RIVERSIDE STD. DWG. 204
- (07) CONSTRUCT DRIVEWAY APPROACH PER COUNTY OF RIVERSIDE STD. DWG. NO. 207
- (10) CONSTRUCT 4" CROSS GLUTTER PER DETAIL 128 ON SHEET NO. CD-4.
- (11) CONSTRUCT REDWOOD HEADER PER DETAIL 125 ON SHEET NO. CD-3.

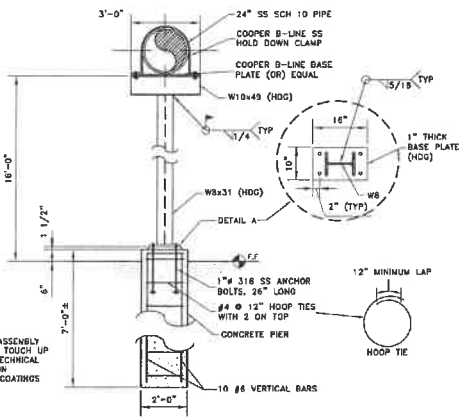


CITY OF BEAUMONT		NO. DATE	DESIGNER	SCALE	CHECKED
SALT MITIGATION WWTP UPGRADE		C 1/21/18	ALBERT A. WEBB	AS SHOWN	DAVID
PAVING PLAN - TREATMENT STREET		1/21/18	ALBERT A. WEBB	AS SHOWN	DAVID
CIVIL					
PAVING PLAN - TREATMENT STREET					

ALBERT A. WEBB ENGINEERS
 2240 MAIN STREET
 BEAUMONT, TEXAS 77705
 PHONE (409) 835-6277 FAX (409) 835-6278

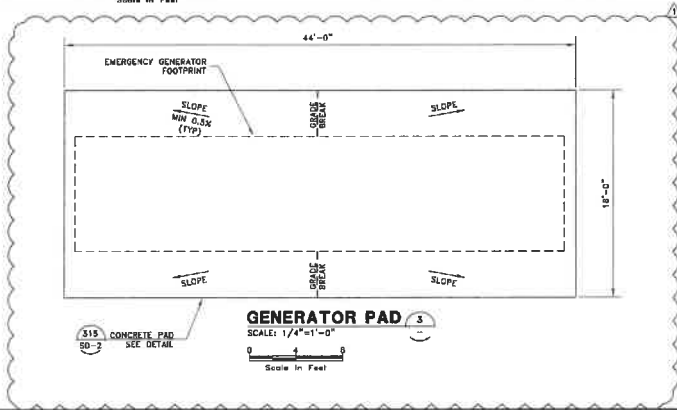
WEBB ENGINEERING

SHEET **C-16**

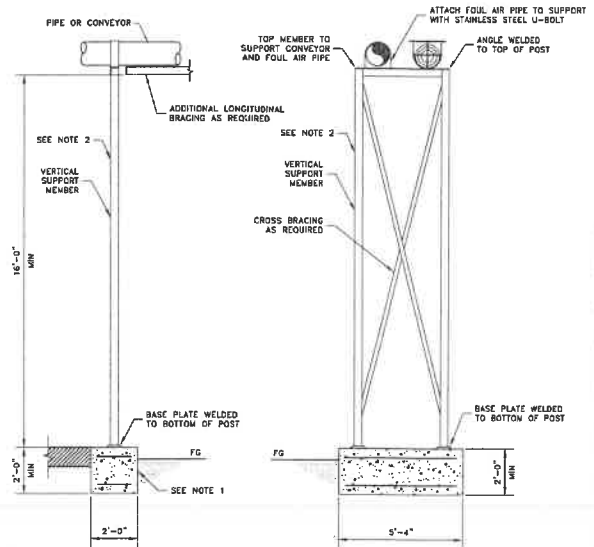


NOTES:
 1. HOT DIP GALVANIZE ASSEMBLY AFTER FABRICATION TOUCH UP DAMAGED HDG PER TECHNICAL SPECIFICATION SECTION 098000-PROTECTIVE COATINGS

PROCESS AIR PIPE SUPPORT (1)
 SCALE: 1/2"=1'-0"
 Scale in Feet



GENERATOR PAD (3)
 SCALE: 1/4"=1'-0"
 Scale in Feet



NOTES:
 1- CONCRETE FOOTING IS BASED ON PRELIMINARY LOADS AND IS FOR BIDDING PURPOSES ONLY. FINAL DESIGN WILL BE VERIFIED BY THE STRUCTURAL ENGINEER AFTER RECEIPT OF PIPE AND CONVEYOR SUPPORT. REVISIONS (IF ANY) WILL BE ADDRESSED BY ADDENDUM OR REVISION.
 2- SUPPORTS SHALL BE DESIGNED TO SUPPORT BOTH FRP PIPING AND CONVEYOR. SUPPORTS SHALL BE LOCATED SO AS TO NOT EXCEED THE MAXIMUM RECOMMENDED SPAN OF FRP PIPE. LONGITUDINAL BRACING SHALL BE PROVIDED AS REQUIRED.
 3- ALL MEMBERS OF SUPPORT SHALL BE HOT DIPPED GALVANIZED. HARDWARE AND ANCHOR BOLTS SHALL BE 304 STAINLESS STEEL.
 4- SUPPORTS SHALL BE SPACED TO PROVIDE 25' WIDTH CLEARANCE OVER PAVED ROAD. SEE SHEET C-7 AND C-7A FOR REQUIRED LOCATIONS.

PIPE & CONVEYOR SUPPORT (2)
 SCALE: 1/2"=1'-0"
 Scale in Feet

DRAWING IS TO SCALE
 # BAR MEASURES:
 1" = FULL SCALE
 1/2" = HALF SCALE

NO.	DATE	DESIGN	DRAWN	CHECKED
1	07/14/19			

CITY OF BEAUMONT
 SALT MITIGATION WWTP UPGRADE
 CIVIL
 PIPE SUPPORTS



SHEET
C-39

07/15/2019 5:\51\amanda\civil\mfg\pipe_wtp_upgrade\wtp_upgrade\wtp_upgrade.dwg

W. M. Lyles Co.
 42142 Roick Drive
 Temecula, CA 92590

Date: 4-Apr-19

Reference #: DCM#5

Attention: Charles W. Reynolds
 Project: City of Beaumont WWTP Salt Mitigation Upgrade Project
 Description: Stand-By Generator Concrete Pad Increase

Item:	Unit	Total MH	MH Cost	Total MH Cost	Eq. Cost	Material	Subcont.	Total Cost
1 Equipment Pad Increase	LS		-	\$ 551.45	\$ 26.90	\$ 1,271.45	\$ 1,288.00	\$ 3,137.80
Total Costs		0		\$ 551.45	\$ 26.90	\$ 1,271.45	\$ 1,288.00	\$ 3,137.80

Subtotal		\$ 3,137.80
Mark-up - Labor	15%	\$ 82.72
Mark-up - Equipment	15%	\$ 4.04
Mark-up - Materials	15%	\$ 190.72
Mark-up - Subcontractor	5%	\$ 64.40
Bond	1%	\$ 34.80
Total This Change Order		\$ 3,514.00

Comments:

City of Beaumont WWTP Salt Mitigation Upgrade Project

Stand-By Generator Concrete Pad Increase

4/4/2019

A. Labor

DCM#5

Description	Lab Pipe FM	Lab Pipe	Carp FM	Carp	OP	
Labor increase due to pad size increase of approximately 8 SF			1	6		
	0	0	1	6	0	0

Name	Rate	Hours	Extension
Carp FM	\$82.14	1	\$82.14
Carp	\$78.22	6	\$469.31
OP	\$94.03	0	\$0.00
0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00
		7	
Total Labor =			\$551.45

B. Equipment

Description	FRM Truck	40-104	32-030	35-064	31-028	20-041
Labor increase due to pad size increase of approximately 8 SF	1					
	1	0	0	0	0	0

Number	Description	Rate	Hours	Extension
FRM Truck	Foreman Truck	\$26.90	1	\$26.90
40-104	Tow Air Compr. (185cfm)	\$21.23	0	\$0.00
32-030	JLG Reachlift (10,000#)	\$64.11	0	\$0.00
35-064	JD 644J Loader	\$133.87	0	\$0.00
31-028	80 Ton Link Belt Crane	\$148.71	0	\$0.00
20-041	John Deere 350G LC Exc	\$155.00	0	\$0.00
Total Equipment =				\$26.90

C. Materials

	Quantity	Unit	Price	Extension
Concrete Ready Mix	8	CY	\$144.00	\$1,152.00
Misc items and consumables	7	MHR	\$4.00	\$28.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Tax	7.75%			\$91.45
Freight				\$0.00
Total Material =				1,271.45

D. Subcontractor

	Quantity	Unit	Price	Extension
Rebar	1	LS	\$1,288.00	\$1,288.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Subcontract =				\$1,288.00

Technical Justification:

<p>Headworks Equip. Elect./SCADA Modifications</p>	<p>CLAR-04 New Bar & Fine Screen Electrical & SCADA Modifications</p>
<p>Following the review of the final submittals of Owner Pre-selected Equipment, Huber Bar and Fine Screens equipment, modifications to the electrical and SCADA control network are required for necessary system control and monitoring.</p> <p>The Contractor shall provide:</p> <ul style="list-style-type: none"> • Provide all cost for increased labor and materials for additional conduit, field wiring and terminations as shown on the revised drawings included in the clarifications. • Provide all cost for the installation of added system monitoring devices provided by the equipment supplier. <p>The Contractor proposed cost for this added scope is in the amount of \$15,053.00.</p>	

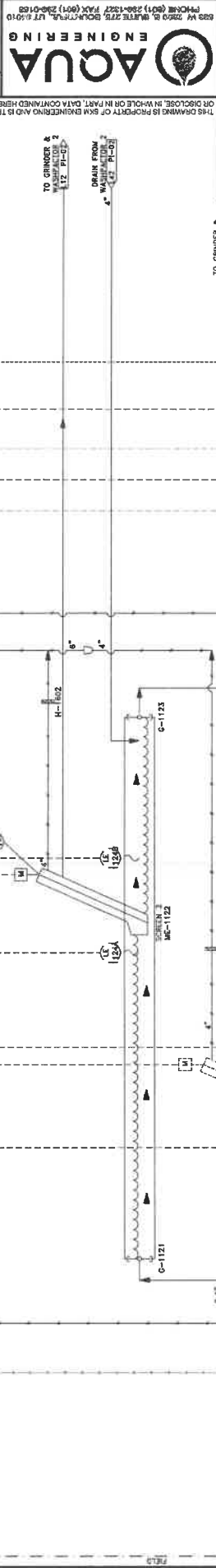
MWHC Evaluation Summary - OH&P

Item	Description	WML Estimated Cost Change	MWHC Calculated Cost Change	Final Cost Estimate
1	Labor	\$1,239.19	\$1,239.19	\$1,239.19
2	Material	\$1,469.71	\$1,364.00	\$1,364.00
3	Equipment	\$215.20	\$215.20	\$215.20
	Credits			
	Tax Credit			
	Net Total	\$2,924.10	\$2,818.39	\$2,818.39
	markup	\$438.62	\$422.76	\$438.16
	subtotal	\$3,362.72	\$3,241.15	\$3,256.55
	Subcontractor			
4	Southern Contracting			
	Labor	\$6,406.51	\$6,406.51	\$6,406.51
	Material	\$2,176.15	\$2,176.15	\$2,176.15
	Equipment & Misc	\$734.40	\$734.40	\$734.40
	Subcontractors Net Cost	\$9,317.06	\$9,317.06	\$9,317.06
	Subcontractor Markup	\$1,397.56	\$1,397.56	\$1,397.56
	Subcontractor credit	\$0.00	\$0.00	\$0.00
	Subcontractor Tax on Material	\$168.65	\$168.65	\$168.65
	Subcontractor's total w/o Bond	\$10,883.27		
	Bond	\$108.83	\$108.83	\$108.83
	subtotal	\$10,992.10	\$10,992.10	\$10,992.10
	GC - Subcontract markup	\$549.60	\$549.60	\$549.60
	Material Taxes	\$0.00	\$105.71	\$105.71
	Total	\$14,904.42	\$14,888.56	\$14,903.96
	GC Bond & Ins	\$149.04	\$148.89	\$149.04
	Total	\$15,053.46	\$15,037.45	\$15,053.00

REVISIONS	DATE	BY	CHK
1	11/26/18	WJ	BB
C	09/05/18	WJ	DCL

CITY OF BEAUMONT
SALT MITIGATION WWTP UPGRADE
SCREENINGS

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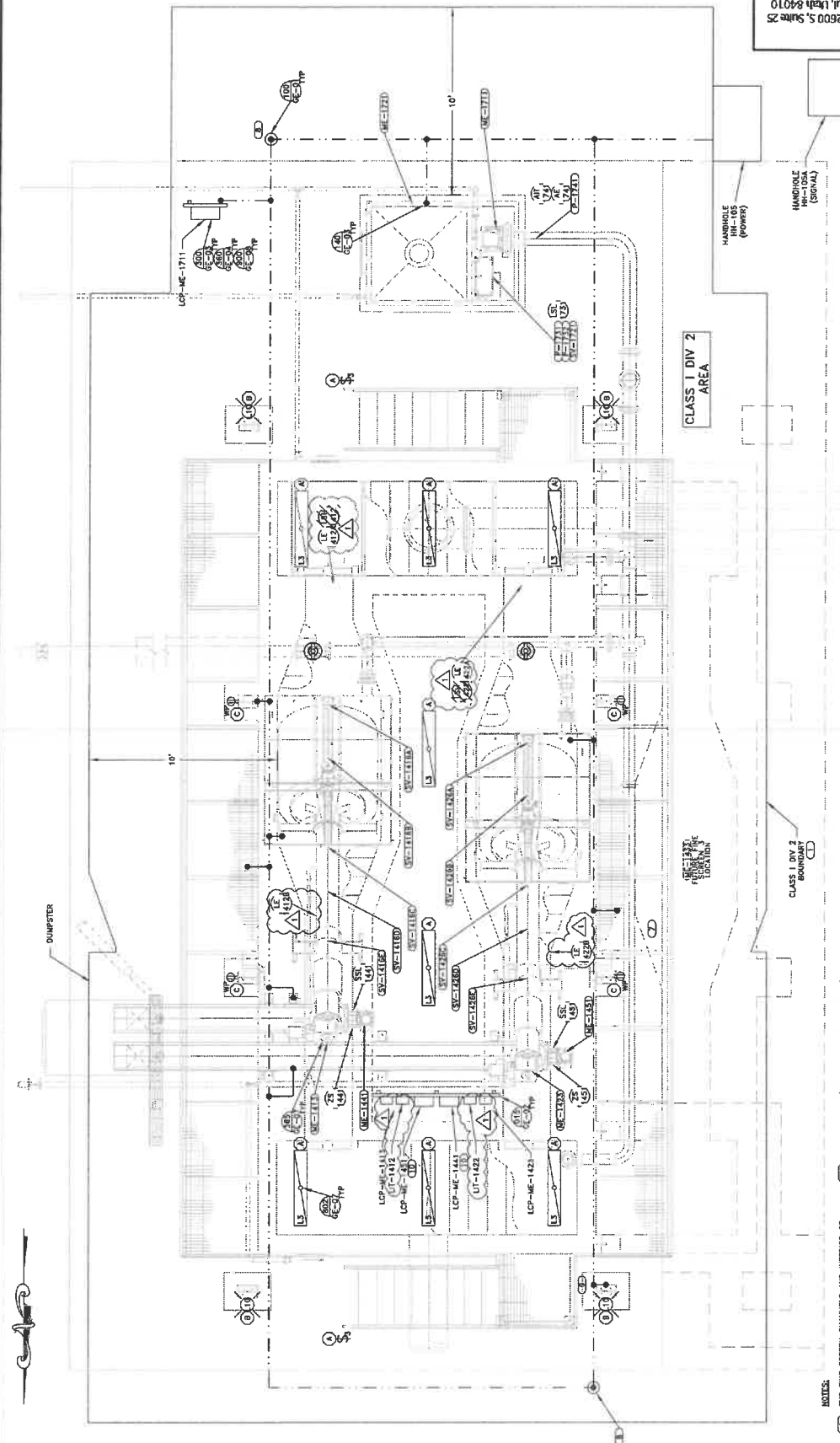
REV.	DATE	DESIGN	BY	CHK
C	09/05/18	RPJ	DCL	RPJ
REVISIONS				
1	11/26/18	RPJ	BB	RPJ
ORIGINAL				

CITY OF BEAUMONT
SALT MITIGATION WWTPL UPGRADE
ELECTRICAL - LAYOUT
FINE SCREENS ELECTRICAL PLAN

AQUA ENGINEERING
333 W 2600 S, SUITE 25
BOULDER, CO 80501
PHONE: (970) 441-2847
WWW.AQUA-ENG.COM

WEBB ENGINEERS
3788 MCROY STREET
DENVER, CO 80202
PHONE: (303) 788-1246
WWW.WEBB-ENG.COM

LE-05
SHEET 05 OF 172

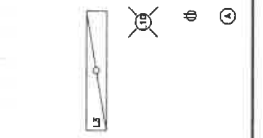


ELECTRICAL LEGEND

DAY-BRITE 49W 1'x4' WET LOCATION LED FIXTURE
MODEL DWAC2SL80-4-UVI OR APPROVED EQUAL

WAXITE LED FULL CUTOFF 49W WALL LIGHT
(WALL PACK WITH PHOTO CELL CONTROL,
CONUL, MULTIMOUNTS/OUTLETS OR APPROVED
EQUIVALENT)

DUPLICATE PROTECTED OUTLET GFCI PROTECTED.
WP: WEATHER-PROOF OUTLET GFCI PROTECTED.
REPRESENT DEVICES ON SAME CIRCUIT.



FINE SCREENS ELECTRICAL PLAN

3/4" = 1'-0"
2 4
SHOW IN FEET

- NOTES:**
1. MOUNT ALL LCP'S AND PANELS AT LEAST 3' ABOVE THE HIGHEST LIQUID LEVEL.
 2. ALL ELECTRONIC DISPLAYS SUBJECT TO THE REQUIREMENTS OF NEC, ARTICLE 517. ALL COMPONENTS SHALL BE PROTECTED AS PER THE REQUIREMENTS OF NEC, ARTICLE 517.
 3. CONTRACTOR TO KEEP APPROPRIATE SEPARATION BETWEEN ABOVE, TOWALS AND ZAVUC IN ALL JUNCTION AND PULL BOXES.
 4. CONTRACTOR SHALL PROVIDE 2 CONCRETE SPREADERS PER CONDUIT PER CONDUIT RUN PER NEC, ARTICLE 760.5.2.5. CONCRETE GROUND RODS TO MAINTAIN SPACING AND 10' MINIMUM FROM BUILDING.
 5. BOND ALL BUILDING STEEL TO GROUND PER NEC.
 6. LCP SHALL BE NEMA 4X DISCONNECT SWITCH PER NEC, ARTICLE 407.1.2.2. LCP SHALL BE A MINIMUM OF 12" TO 24" HIGHER.



CITY OF BEAUMONT WWTP SALT MITIGATION UPGRADE PROJECT

**CHANGE ORDER PROPOSAL (COP) # 07
(By Contractor)**

To (Engineer/CM): MWH Constructors Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@stantec.com	From (Contractor): W.M. Lyles Co. Attention: Juan C. Ahumada Phone: 951-972-2056 Email: jahumada@wmlylesco.com
PCO/DCM No.: PCO #07/DCM#03 – Clarification #4	
Subject: Bar and Fine Screens Wiring updates	
Reference Documents: Clarification #4	
DESCRIPTION	
Please see attached change order proposal for the additional work required per clarification #04 – Bar and Fine Screens wiring updates.	
COST ESTIMATE	
Total \$ 15,053.00 – see attached breakdown.	
SCHEDULE IMPACT	
None	
Received by MWH Constructors (Date):	

RESPONSE

Response By:

Date:

Final Distribution: Juan C. Ahumada, W.M. Lyles Co.
Brian Knoll, Webb Associates
MWH Inspector

W. M. Lyles Co.
 42142 Roick Drive
 Temecula, CA 92590

Date: 18-Mar-19

Reference #: Clarification #4

Attention: Charles W. Reynolds

Project: City of Beaumont WWTP Salt Mitigation Upgrade Project

Description: Bar and Fine Screens Wiring Updates

Item:	Unit	Total MH	MH Cost	Total MH Cost	Eq. Cost	Material	Subcont.	Total Cost
1 Bar and Fine Screens Wiring Updates	LS	16	-	\$ 1,239.19	\$ 215.20	\$ 1,469.71	\$ 10,992.10	\$ 13,916.20
Total Costs		16		\$ 1,239.19	\$ 215.20	\$ 1,469.71	\$ 10,992.10	\$ 13,916.20

Subtotal		\$ 13,916.20
Mark-up - Labor	15%	\$ 185.88
Mark-up - Equipment	15%	\$ 32.28
Mark-up - Materials	15%	\$ 220.46
Mark-up - Subcontractor	5%	\$ 549.61
Bond	1%	\$ 149.04
Total This Change Order		\$ 15,053.00

Comments:

City of Beaumont WWTP Salt Mitigation Upgrade Project
 Bar and Fine Screens Wiring Updates

3/18/2019

A. Labor

Clarification #4

Description	Lab Foreman	Lab Pipe				
Install ultrasonic level sensors at Fine Screens	8	8				
	8	8	0	0	0	0

Name	Rate	Hours	Extension
Lab Foreman	\$78.25	8	\$626.00
Lab Pipe	\$76.65	8	\$613.19
0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00
		16	
Total Labor =			\$1,239.19

B. Equipment

Description	FRM Truck	40-104	32-030	35-064	31-028	20-041
Install ultrasonic level sensors at Fine Screens	8					
	8	0	0	0	0	0

Number	Description	Rate	Hours	Extension
FRM Truck	Foreman Truck	\$28.90	8	\$215.20
40-104	Tow Air Compr. (185cfm)	\$21.23	0	\$0.00
32-030	JLG Reachlift (10,000#)	\$64.11	0	\$0.00
35-064	JD 644J Loader	\$133.87	0	\$0.00
31-028	80 Ton Link Belt Crane	\$148.71	0	\$0.00
20-041	John Deere 350G LC Exc	\$155.00	0	\$0.00
Total Equipment =				\$215.20

C. Materials

	Quantity	Unit	Price	Extension
Ultrasonic flange mounting materials	2	EA	\$650.00	\$1,300.00
small tools and consumables	16	MHR	\$4.00	\$64.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Tax	7.75%			\$105.71
Freight				\$0.00
Total Material =				1,469.71

D. Subcontractor

	Quantity	Unit	Price	Extension
Electrical Subcontractor (Southern)	1	LS	\$10,992.10	\$10,992.10
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Subcontract =				\$10,992.10

TITLE: COR#004 CLAR-04 Huber

DATE: 03/14/2019

PROJECT: WTP Salt Mitigation

JOB: 103801

TO: Attn: Juan C. Ahumada
W.M. Lyles Co.

CONTRACT NO: 55.1173.001

42142 Roick Dr.
Temecula, CA 92590
Phone: 951-973-7393

Fax:

RE:	To:	From:	Number:
------------	------------	--------------	----------------

DESCRIPTION OF PROPOSAL

The work associated with Clar-04 Huber Changes is a change to Southern Contracting Company's scope of work in which a change in Contract Price and Time is to be considered.

Accordingly, Southern Contracting Company requests a Contract Change Order in the amount of \$10,992.20

Scope of Work is as follows:

- Electrical work to support the design changes to the Huber system as listed in CLAR-04 documents and as related to the Huber Equipment supplier's design and scope of supply modifications. We will mount the LE/LIT's (provided by others). Provide conduit and wire, wire terminations. Misc. hardware to support the changes as listed in CLAR-04 and as listed as follows here:

- See PI-01. Fine screen level transmitters shall have an upstream and a downstream sensor and shall have a differential level transmitter. There shall only be a high level alarm, no low level alarm. See PI-05 and CE-18. The fine screen motors shall be run on a VFD, as has previously been indicated on CE-01. See PI-05. The fine screen level transmitters and local control panels shall be installed at the location currently allotted for the local control panels. Level sensors shall be installed both upstream and downstream of the fine screens. See LE-05 for locations. Conduit P1122A shall be a VFD Cable (3#10 with #12 GND) and an additional four (4) 12-gauge wires. Conduits P1413A P1423A, and P1433A, shall each contain four (4) 12-gauge wires, in addition to the VFD cables previously shown. See CE-01 and CE-18. Conduits P1412 and P1422 shall be added to power the level transmitters LIT-1412 and LIT-1422. See CE-01 and CE-18. Conduits C1412, C1422, and C1432 for high level sensors shall not be installed. See CE-05, CE-16, and CE-18. Note appropriate credit provided. Conduit S1741 shall be combined with the new signals S1412, S1422, and S1432 into S1741+. Conduits S1412A, S1412B, S1422A, and S1422B shall also be added. See CE-07, CE-16, and CE-18. Conduit S1741+ shall be added, as shown on CE-11 and CE-18.

Exclusions: Overtime, Process piping, instruments, coatings.

Change in time: A change in time is currently not known.

Southern Contracting reserves all rights to additional costs and time for changes not identified in the documents furnished, and

TITLE: COR#004 CLAR-04 Huber

DATE: 03/14/2019

PROJECT: WTP Salt Mitigation

JOB: 103801

TO: Attn: Juan C. Ahumada
W.M. Lyles Co.

CONTRACT NO: 55.1173.001

42142 Roick Dr.
Temecula, CA 92590
Phone: 951-973-7393

Fax:

RE: To: From: Number:

DESCRIPTION OF PROPOSAL

is not responsible for additional costs or time for work which is not part of our contract scope of work, unless stipulated above. Should additional information or clarification be required, please contact me at your convenience.

Item	Description	Stock #	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00003	CLAR-04 Huber		1.000		\$10,992.10	0.00%	\$0.00	\$10,992.10

Unit Cost: \$10,992.10
Unit Tax: \$0.00
Total: \$10,992.10

APPROVAL:

By: _____
Juan C. Ahumada

By: _____
Daniel Alcantar

Date: _____

Date: _____

Bid Summary Report

103801 Beaumont Chang Orders Estimator: Dan Alcantar

Job #2336

Job Name: 103801 Beaumont Chang Orders

Contractor:

Estimator: Dan Alcantar

Notes:

Bid Date:

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
CLAR-04 Hubar Screens	\$2,176.15	100.00%	\$2,176.15	77.50	100.00%	77.50

Top Sheet

Raw Cost	\$9,317.06	Sales per Month	\$0.00
Tax	\$168.65	Return per Month	\$0.00
Raw Cost with Tax	\$9,485.71	Price per Square Foot	\$0.00
Overhead	\$1,397.56	Hours per Square Foot	0.00
Profit	\$0.00	Square Feet	0.00
Total Return Amount	\$1,397.56	Job Months	0.00
Total Return %	12.71%	Hours per Week	40.00
Price	\$10,883.27	Workers per Day	0.00
Bond	\$108.83	Total Hours	77.50
Sell Price	\$10,992.10	Mark Up Sales Tax	Yes
Adjusted Sell ()	\$0.00	Use Bond Table	Yes
Adjusted Sell Return	0.00 %		\$0.00

Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden		Labor Cost
				Rate	Percent	
General Foreman	15.00%	11.62	\$90.17	\$0.00	0.00%	\$1,048.16
Journeyman	50.00%	38.75	\$83.92	\$0.00	0.00%	\$3,251.69
Appr-85%	35.00%	27.12	\$77.67	\$0.00	0.00%	\$2,106.66
Totals	100.00%	77.50	\$82.67	\$0.00	0.00%	\$6,406.51

Mark Ups

	OVERHEAD		PROFIT	
	Total	%	Amount	%
Materials	\$2,176.15	+ 15.00%	\$2,502.57	+ 0.00%
Labor	\$6,406.51	+ 15.00%	\$7,367.49	+ 0.00%
Supplier Quotes	\$0.00	+ 15.00%	\$0.00	+ 0.00%

Bid Summary Report

103801 Beaumont Chang Orders Estimator: Dan Alcantar

Job #2336

SubContractors	\$0.00	+	5.00%	\$0.00	+	0.00%	\$0.00
Direct Job Expense	\$734.40	+	15.00%	\$844.56	+	0.00%	\$844.56
Equipment Rental	\$0.00	+	15.00%	\$0.00	+	0.00%	\$0.00
Totals	\$9,317.06		15.00%	\$10,714.62		0.00%	\$10,714.62

Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	\$2,176.15	7.75%	\$168.65
Labor	\$6,406.51	0.00%	\$0.00
Supplier Quotes	\$0.00	0.00%	\$0.00
SubContractors	\$0.00	0.00%	\$0.00
Direct Job Expense	\$0.00	0.00%	\$0.00
Equipment Rental	\$0.00	0.00%	\$0.00
		Total Tax:	\$168.65

Direct Job Expense

Name	Supplier	Tax (0.0 %)	Unit Cost	Multiplier	Amount
Site Truck		No	\$18.36	40.00	\$734.40
				Total:	\$734.40

Job Name: 103801 Beaumont Chang Orders
 Job Number: 2336
 Extension Name: CLAR-04 Hubar Screens

Material Filter: <None>
 Report: COR - 1

[Items and ByProducts]

Item #	Item Name	Quantity	Ext Price	Ext Labor
Label Set: Combined, Combined, Combined, Combined, Combined, Comb				
Cost Code: 010 - Conduit/Raceway				
2,614	1/4x1" SS SCREWS	16.00	\$1,094.85	77.50
2,621	1/4" SS SADDLE WASHER	32.00	\$5.44	19.24
2,631	1/4" SS NUT	16.00	\$8.14	2.24
2,658	1 5/8 STRUT-STAINLESS	6.00	\$2.15	0.00
2,684	3/4 GRC/PVC COATED	20.00	\$71.25	0.90
2,685	1 GRC/PVC COATED	12.00	\$87.00	1.60
2,697	3/4 GRC/PVC COUP	4.00	\$67.58	1.20
2,698	1 GRC/PVC COUP	10.00	\$25.02	0.36
2,712	1 GRC/PVC ELBOW	6.00	\$81.29	1.00
2,750	1X8 GRC/PVC NIP	4.00	\$153.31	3.90
2,753	2X8 GRC/PVC NIP	2.00	\$31.13	1.40
2,764	3/4 GRC/PVC HUB	4.00	\$25.67	1.20
2,768	2 GRC/PVC HUB	2.00	\$139.30	1.60
2,919	3/4 GRC/PVC 1H STRAP	4.00	\$164.67	1.80
2,971	3/4 GRC/PVC CLAMP BAK	4.00	\$35.95	0.16
3,804	1/2 FLEX WP	12.00	\$54.36	0.20
3,834	1/2 FLEX WP CONN,IT	4.00	\$21.38	0.72
3,882	1/2 FLEX WP 90 CONN	4.00	\$49.56	0.48
Cost Code: 020 - Wire/Cable				
4	16 TSP - SHIELDED CABLE BELDEN	800.00	\$71.66	0.48
43	14 THHN CU STRANDED	1,440.00	\$943.16	36.58
44	12 THHN CU STRANDED	780.00	\$576.00	8.00
45	10 THHN CU STRANDED	150.00	\$122.20	7.20
627	10/3 MC PVC CABLE	150.00	\$101.54	4.68
4,078	18 GA TERMINATION	72.00	\$29.86	1.13
4,080	14 GA TERMINATION	16.00	\$21.00	4.65
4,081	12 GA TERMINATION	12.00	\$63.36	7.20
Cost Code: 110 - Underground				
			\$16.00	1.92
			\$13.20	1.80
			\$138.14	7.68

Courtesy of McCormick Systems Inc.

Job Name: 103801 Beaumont Chang Orders
 Job Number: 2336
 Extension Name: CLAR-04 Hubar Screens

Material Filter: <None>
 Report: COR - 1

ms and ByProducts]

Item #	Item Name	Quantity
3,188	1 PVC 40 (TRENCH)	-70.00
3,191	2 PVC 40 (TRENCH)	180.00
3,220	2 PVC ELBOW	2.00
3,461	1 PVC FEMALE ADPT	6.00
Cost Code: 140-Instrumentation		
15,819	LE/LIT -LEVEL, FBO	4.00
[Items and ByProducts] Total:		

Ext Price	Ext Labor
(\$32.06)	-2.80
\$159.18	8.10
\$7.72	1.30
\$3.30	1.08
<u>\$0.00</u>	<u>14.00</u>
\$0.00	14.00
<u>\$2,176.15</u>	<u>77.50</u>

**CITY OF BEAUMONT WASTE WATER TREATMENT PLANT
SALT MITIGATION UPGRADE PROJECT**

CLARIFICATION 04

To (Construction Manager): Stantec Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@stantec.com	
From (Engineer): SKM Engineering Attention: Lindsey Stevens Phone: 801-677-0011 Email: lstevens@skmeng.com	
Subject: Bar and Fine Screen Wiring Updates	Location: Headworks
Reference Documents: Submittals for Bar and Fine Screens, Drawing Nos. PI-01, PI-05, LE-05, CE-01, CE-05, CE-07, CE-11, CE-16, CE-18	
CLARIFICATION	
<p>Note the following due to information available from the bar screen and fine screen submittal:</p> <p>The new bar screen 2 motor shall be operated using a VFD. See PI-01.</p> <p>Fine screen level transmitters shall have an upstream and a downstream sensor and shall have a differential level transmitter. There shall only be a high level alarm, no low level alarm. See PI-05 and CE-18.</p> <p>The fine screen motors shall be run on a VFD, as has previously been indicated on CE-01. See PI-05.</p> <p>The fine screen level transmitters and local control panels shall be installed at the location currently allotted for the local control panels. Level sensors shall be installed both upstream and downstream of the fine screens. See LE-05 for locations.</p> <p>Conduit P1122A shall be a VFD Cable (3#10 with #12 GND) and an additional four (4) 12-gauge wires. Conduits P1413A, P1423A, and P1433A, shall each contain four (4) 12-gauge wires, in addition to the VFD cables previously shown. See CE-01 and CE-18.</p> <p>Conduits P1412 and P1422 shall be added to power the level transmitters LIT-1412 and LIT-1422. See CE-01 and CE-18.</p> <p>Conduits C1412, C1422, and C1432 for high level sensors shall not be installed. See CE-05, CE-16, and CE-18. Note appropriate credit provided.</p> <p>Conduit S1741 shall be combined with the new signals S1412, S1422, and S1432 into S1741+. Conduits S1412A, S1412B, S1422A, and S1422B shall also be added. See CE-07, CE-16, and CE-18.</p> <p>Conduit S1741+ shall be added, as shown on CE-11 and CE-18.</p>	
Prepared By (Name): Lindsey Stevens, SKM	Date: Jan.18, 2019
Distributed By:	Date:

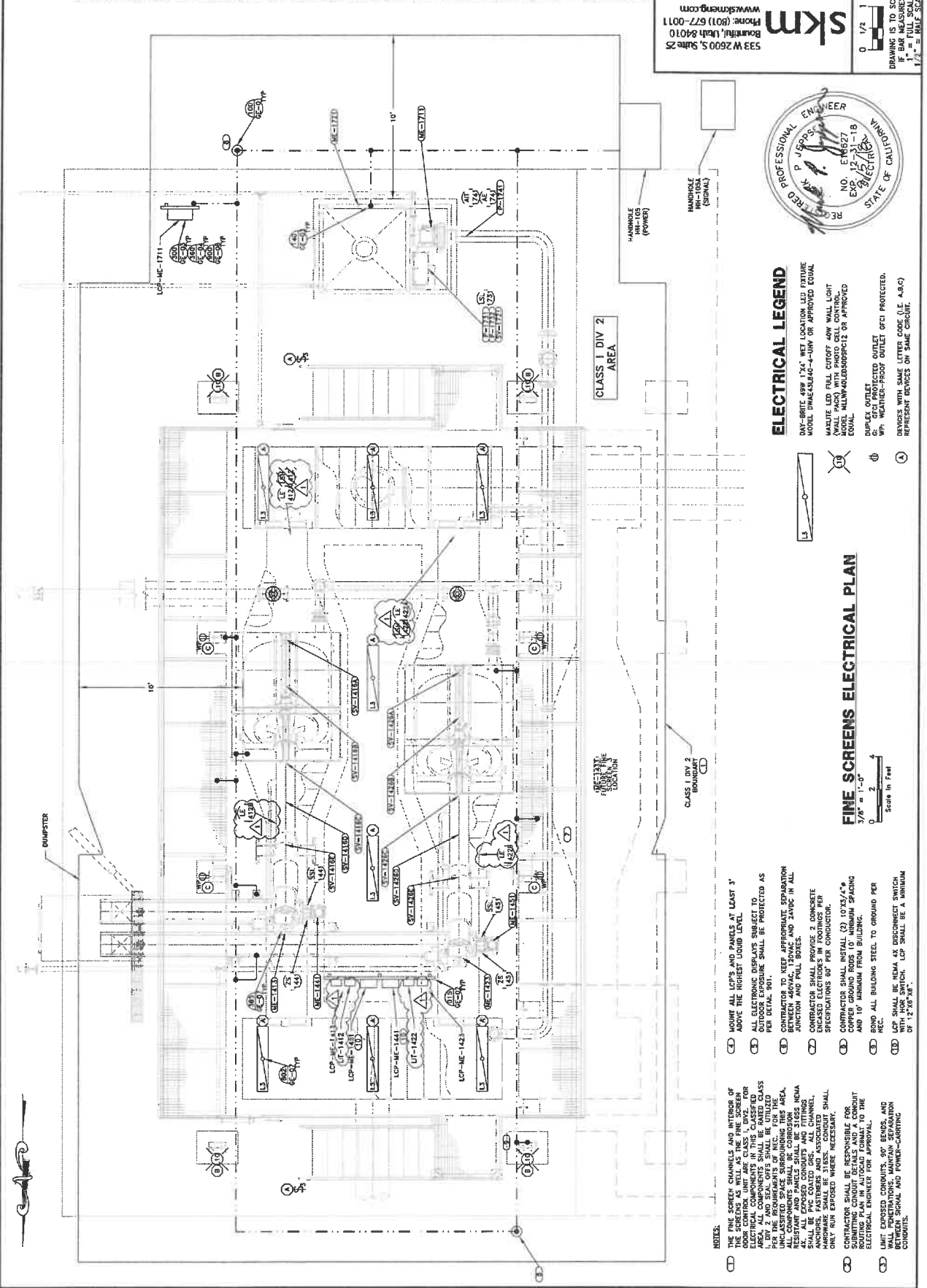
NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	MPJ	DCL	MPJ
REVISIONS				
1	11/26/18	MPJ	BB	MPJ

CITY OF BEAUMONT
SALT MITIGATION WWTUP UPGRADE
ELECTRICAL - LAYOUT
FINE SCREENS ELECTRICAL PLAN

AQUA ENGINEERING
633 W 2500 S, SUITE 25
BEAUMONT, TX 77705
PHONE: (409) 833-1258
FAX: (409) 833-1259

WEBB ASSOCIATES
ALBERT A. WEBB
CIVIL ENGINEERS
3788 MCCRAY STREET
HOUSTON, TX 77058
PHONE: (281) 788-1258
FAX: (281) 788-1259
www.skm.com

LE-05
SHEET 06 OF 12

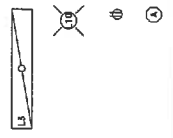


ELECTRICAL LEGEND

DAY-BRITE 49W 1'x4' WET LOCATION LED FIXTURE
MODEL DWAK384G-4-10W OR APPROVED EQUAL

MAXI-LITE 49W 1'x4' WET LOCATION LED FIXTURE
(WALL PACK WITH PHOTO CELL CONTROL -
EQUIVALENT TO DWAK384G-4-10W OR APPROVED
EQUAL

OUTLET
CUPULATED OUTLET
WP: WEATHER-PROOF OUTLET (FCI PROTECTED,
DEVICES WITH SAME LETTER CODE (E.E. A-B-C)
REPRESENT DEVICES ON SAME CIRCUIT.



FINE SCREENS ELECTRICAL PLAN

3/8" = 1'-0"
Scale in Feet

- NOTES:**
- THE FINE SCREENS CHANNELS AND INTERIOR OF DOOR CONTROL UNIT ARE CLASS 1 DIV 2 FOR ELECTRICAL COMPONENTS IN THIS CLASSIFIED AREA. ALL ELECTRICAL COMPONENTS SHALL BE PROTECTED AS PER DETAIL 901.
 - CONTRACTOR TO KEEP APPROPRIATE SEPARATION BETWEEN 480VAC, 120VAC, AND 240VAC IN ALL JUNCTION AND PULL BOXES.
 - CONTRACTOR SHALL PROVIDE 2 CONCRETE CONDUIT BONDING POINTS PER CONDUIT. SPECIFICATIONS 607 PER CONDUIT.
 - CONDUITS SHALL BE 1/2" OR 3/4" IN DIAMETER. COPPER GROUND RODS 10' MINIMUM SPACING AND 10' MINIMUM FROM BUILDING.
 - BOND ALL BUILDING STEEL TO GROUND PER REC.
 - LCP SHALL BE NEMA 4X DISCONNECT SWITCH WITH 1/4" MINIMUM SPACING. LCP SHALL BE A MINIMUM OF 2" MINIMUM.

CONDUIT	SIZE	CONDUIT	SERVICE	FROM	TO	COMBINED IN	MICROSECS	NOTES
P100	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	201.2, 100		
P101	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P102	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P103	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P104	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P105	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P106	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P107	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P108	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P109	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P110	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P111	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P112	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P113	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P114	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P115	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P116	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P117	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P118	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P119	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P120	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P121	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P122	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P123	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P124	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P125	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P126	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P127	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P128	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P129	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P130	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P131	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P132	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P133	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P134	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P135	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P136	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P137	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P138	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P139	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P140	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P141	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P142	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P143	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P144	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		
P145	1" 1/2	110 18V MV/105 EPR, AL	120VAC	TRANSFORMER XMBR-4M	TRANSFORMER XMBR-4M	100A		

CONDUIT UPDATED

CONDUITS UPDATED

CITY OF BEAUMONT
SALT MITIGATION WMT UPGRADE
ELECTRICAL - CONDUITS AND DUCTBANKS
CONDUIT SCHEDULE 1

AQUA ENGINEERING
303 W 22ND ST, SUITE 200, BEAUMONT, TX 77705
PHONE (409) 238-1000 FAX (409) 238-1001

NO. DATE DESIGN BY CHECKED BY
C 09/05/18 BCL WFL
REVISIONS
1 11/28/18 WFL BB WFL

WEBB ASSOCIATES
ALBERT A. WEBB, P.E.
3788 MCCOY STREET
HOUSTON, TX 77058
PHONE (281) 788-1200 FAX (281) 788-1000

skm
539 W 2600 S, Suite 25
Beaumont, TX 77705
Phone: (281) 677-0011
www.skmeng.com

CE-01
SHEET 143 OF 172
DRAWING IS TO SCALE
1" = 8' BAR MEASURES
1/4" = 1/8" MIN. SCALE

THIS DRAWING IS PROPERTY OF SKM ENGINEERING AND IS TRANSMITTED IN CONFIDENCE. THE USER SHALL NOT REPRODUCE OR TRANSMIT THIS DRAWING IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF SKM ENGINEERING OR TRANSMIT IN ANY MANNER TO ANY OTHER PARTY. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. SKM ENGINEERING SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS DRAWING.

NOTES:

- CONDUITS THAT ARE COMBINED BETWEEN PULL POINTS ARE DENOTED WITH A + (PLUS) SCHEDULE ON SHEET CE-11. CONDUITS THAT ARE COMBINED WITHIN A PULL POINT SHALL BE SCHEDULED AS SUCH.
- THE CONDUIT DEVELOPMENT AND SCHEDULE DOES NOT SHOW CONDUIT AND CONDUITORS FOR THE MBR BUILDING'S HVAC ROOM, CONTROL ROOM, LAB, MECHANICAL ROOM, AND STORAGE ROOM. THESE CONDUITS ARE RESPONSIBLE TO INCLUDE THESE CONDUITS AND CONDUITORS IN THEIR WORK AND IN THEIR SUBMITTED CONDUIT ROUTING PLAN.

CONDUIT	NO.	SIZE	CONDUCTIONS	ROUTE	CONDUIT	DIAMETER	NOTES
C101	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C102	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C103	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C104	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C105	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C106	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C107	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C108	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C109	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C110	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C111	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C112	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C113	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C114	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C115	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C116	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C117	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C118	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C119	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C120	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C121	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C122	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C123	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C124	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C125	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C126	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C127	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C128	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C129	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C130	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C131	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C132	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C133	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C134	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C135	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C136	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C137	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C138	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C139	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C140	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C141	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C142	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C143	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C144	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C145	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C146	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C147	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C148	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C149	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C150	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C151	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C152	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C153	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C154	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C155	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C156	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C157	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C158	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C159	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C160	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C161	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C162	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C163	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C164	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C165	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C166	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C167	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C168	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C169	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C170	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C171	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C172	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C173	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C174	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C175	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C176	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C177	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C178	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C179	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C180	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C181	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C182	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C183	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C184	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C185	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C186	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C187	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C188	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C189	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C190	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C191	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C192	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C193	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C194	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C195	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C196	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C197	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C198	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C199	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	
C200	1	3/4"	3/4" WFLX GND	3/4" WFLX	3/4" WFLX	101, 105	

NOTES:
 CONDUITS THAT ARE COMBINED BETWEEN PULL POINTS ARE IDENTIFIED WITH
 (S) SYMBOLS. THE COMBINED CONDUIT SCHEDULE OR
 SCHEDULES SHALL BE IDENTIFIED IN THE CONDUIT TAGS. ONE FOR EACH CONDUIT THAT HAS BEEN
 COMBINED.
 THE CONDUIT DEVELOPMENT AND SCHEDULE DOES NOT SHOW CONDUIT
 DEVELOPMENT AND SCHEDULES FOR THE CONDUITS THAT ARE COMBINED. THE DEVELOPMENT
 DOES NOT SHOW CONDUIT AND CONDUCTORS FOR THE MTR BUILDINGS
 HVAC AND APPLIANCES FOR THE OFFICE, BREAK ROOM, CONTROL ROOM,
 AND STORAGE ROOMS. THE DEVELOPMENT AND SCHEDULES ARE
 RESPONSIBLE TO INCLUDE THESE CONDUITS AND CONDUCTORS IN THEIR
 WORK AND IN THEIR SUBMITTED CONDUIT ROUTING PLAN.



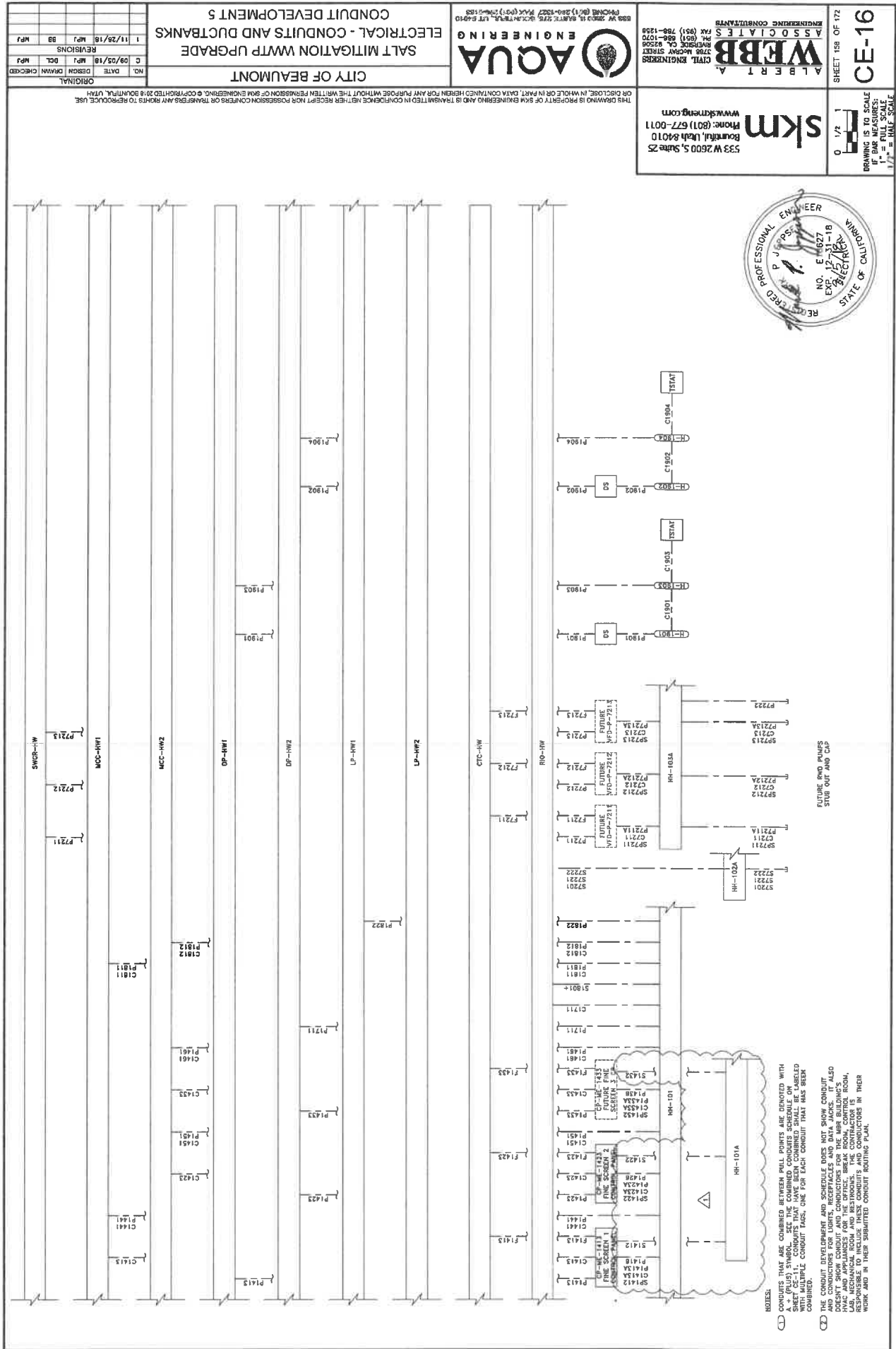
skm
 533 W 2600 S, Suite 25
 Broomfield, Utah 84010
 Phone: (801) 677-0011
 www.skmeng.com

DRAWING IS TO SCALE
 1" = 40' HORIZONTAL
 1/8" = 10' VERTICAL
 SHEET 147 OF 172
CE-05

CITY OF BEAUMONT
 SALT MITIGATION WWP UP GRADE
 ELECTRICAL - CONDUITS AND DUCTBANKS
 CONDUIT SCHEDULE 5

AQUA
 ENGINEERING
 6525 W 2990 S, SUITE 2175
 BROOMFIELD, UT 84403
 PHONE (801) 288-1277 FAX (801) 288-0785

NO.	DATE	DESIGN	DCL	REVISED
01	09/05/18	MPJ	MPJ	MPJ
02	11/26/18	MPJ	MPJ	MPJ



FUTURE RING RUNS
STUB OUT AND CAP



skm
533 W 2600 S, Suite 25
Bountiful, Utah 84010
Phone: (801) 677-0011
www.skmeng.com

ALBERT A. WEBB
3788 MOORE STREET
BOUNTIFUL, UT 84098
PHONE (801) 788-1238
FAX (801) 788-1238
ENGINEERING CONSULTANTS
ASOCIATES

CITY OF BEAUMONT
SALT MITIGATION WWTUP UPGRADE
ELECTRICAL - CONDUITS AND DUCTBANKS
CONDUIT DEVELOPMENT 5

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	MPJ	DCL	MPJ
I	11/26/16	MPJ	BB	MPJ

REVISIONS

THIS DRAWING IS PROPERTY OF SKM ENGINEERING AND IS TRANSMITTED IN CONFIDENCE. NO PART HEREIN IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SKM ENGINEERING. © COPYRIGHTED 2018 BOUNTIFUL, UTAH.

- NOTES:
- CONDUITS THAT ARE COMBINED BETWEEN PULL POINTS ARE DENOTED WITH THE PLUS SYMBOL. SEE THE COMBINED CONDUITS SCHEDULE ON SHEET 1116 FOR THE COMBINED CONDUIT SCHEDULE. CONDUITS WITH MULTIPLE CONDUIT TAPS, ONE FOR EACH CONDUIT THAT HAS BEEN COMBINED.
 - THE CONDUIT DEVELOPMENT AND SCHEDULE DOES NOT SHOW CONDUIT TAPS OR APPLIANCE SCHEDULES. SEE SHEET 1116 FOR TAP AND APPLIANCE SCHEDULES. THE MR BUILDING'S ELECTRICAL DEPARTMENT IS RESPONSIBLE FOR THE DEGREE, BREAK ROOM, CONTROL ROOM, AND APPLIANCE SCHEDULES. SKM ENGINEERING IS RESPONSIBLE FOR INCLUDING THESE CONDUITS AND CONDUITORS IN THEIR WORK AND IN THEIR SUBMITTED CONDUIT ROUTING PLAN.

CE-16
SHEET 15B OF 172
DRAWING IS TO SCALE
1" = FULL SCALE
1/4" = HALF SCALE

NO.	DATE	DESIGN	BY	CHK	APP
1	11/22/18	MPJ	BB	MPJ	
REVISIONS					
C	08/05/18	MPJ	DCL	MPJ	
ORIGINAL					

CITY OF BEAUMONT
SALT MITIGATION WWTP UPGRADE
ELECTRICAL - CONDUITS AND DUCTBANKS
CONDUIT DEVELOPMENT 7

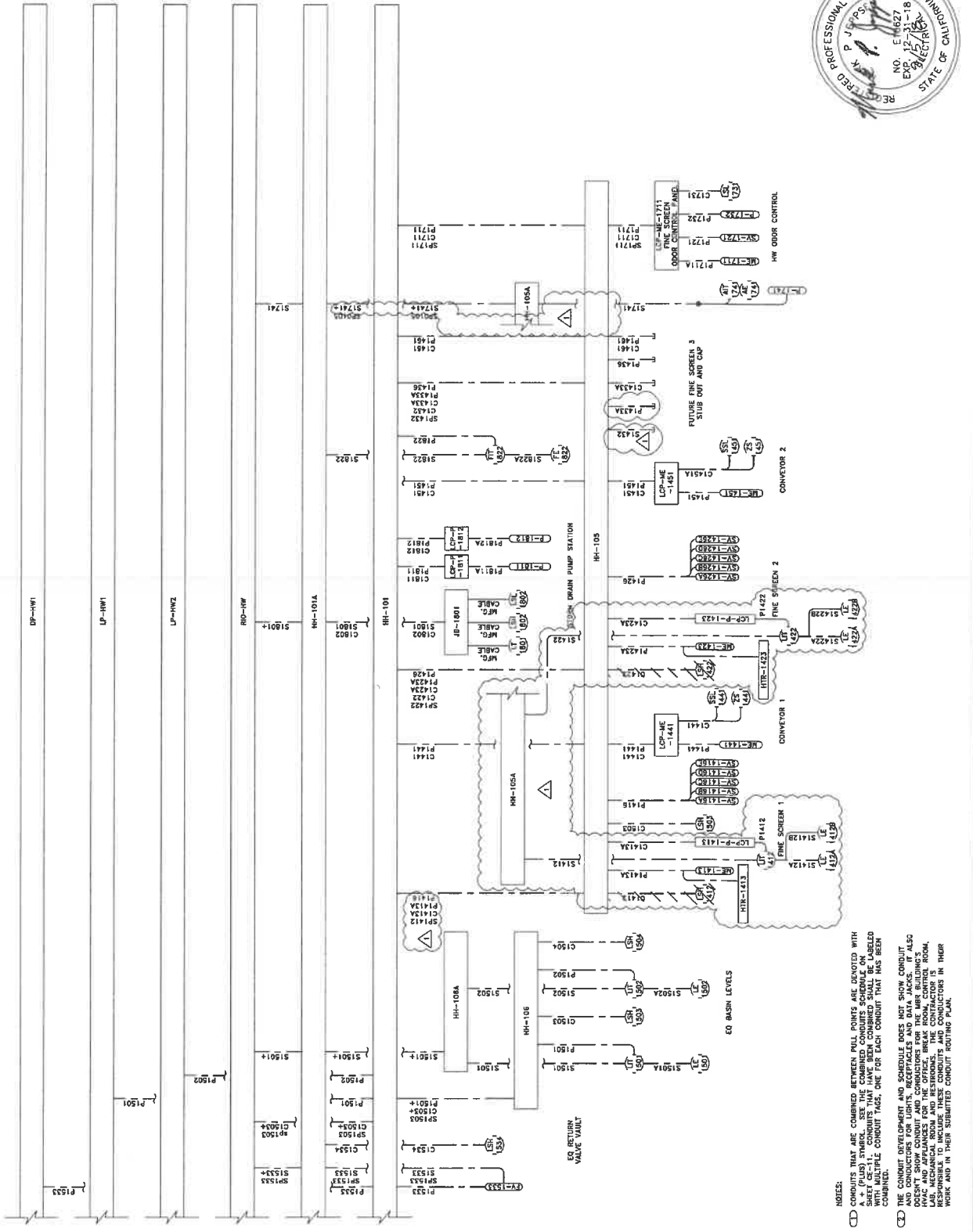


WEBB ASSOCIATES
 ENGINEERING CONSULTANTS
 3788 MCRAW STREET
 HOUSTON, TEXAS 77058
 PHONE (281) 788-1258
 FAX (281) 788-1258

CE-18
 SHEET 180 OF 172

skm
 533 W 2600 S, Suite 25
 Houston, Texas 77041
 Phone: (801) 677-0011
 www.skmeng.com

DRAWING IS TO SCALE
 UNLESS OTHERWISE NOTED
 1" = 10' FULL SIZE
 1/4" = 10' FULL SIZE



- NOTES:**
- 1. CONDUITS THAT ARE COMBINED BETWEEN PULL POINTS ARE DEVOTED WITH A "A" (PLUS) SYMBOL. SEE THE COMBINED CONDUITS SCHEDULE ON SHEET 181 OF THIS DRAWING FOR THE COMBINED CONDUIT THAT HAS BEEN COMBINED.
 - 2. THE CONDUIT DEVELOPMENT AND SCHEDULE DOES NOT SHOW CONDUIT LIGHTS, CONDUIT LIGHTS, CONDUIT SCHEDULES AND DATA JACKS. ALSO SEE THE CONDUIT DEVELOPMENT AND SCHEDULE FOR THE OFFICE, BREAK ROOM, CONTROL ROOM, INVAZ AND APPLIANCES FOR THE OFFICE, BREAK ROOM, CONTROL ROOM, INVAZ AND APPLIANCES. THESE CONDUITS AND CONDUCTORS IN THEIR WORK AND IN THEIR SUBMITTED CONDUIT ROUTING PLAN.

PCO # 7 Response # 2

Beaumont WWTP Expansion
City of Beaumont WWTP Salt Mitigation Upgrade



Printed 04/29/2019, Page 1 of 1

Subject: MWH Constructors Response to PCO # 7
Submitted : 04/18/2019
Status: Pending
Created By: MWH Constructors, BEAU-Charles Reynolds
Type: Comment

Comment:

The electrical engineer has reviewed your proposal and request that the electrical subcontractor review the number of labor hours required to perform the change. It appears to be much higher than anticipated. Please review for a field discussion with MWHC at your convenience.

Thank You.

PCO # 7 Response # 3

Beaumont WWTP Expansion
City of Beaumont WWTP Salt Mitigation Upgrade



Printed 04/29/2019, Page 1 of 1

Subject: W.M. Lyles Co. Response to PCO # 7
Submitted : 04/25/2019
Status: Pending
Created By: W.M. Lyles Co., BEAU-Juan C. Ahumada
Type: Proposal

Compensable Days: 0
Non Compensable Days: 0
Amount: 0.

Comment:
From Southern Contracting Corp.

"We have reviewed the hours listed for each line item of material. We have found that our labor rates are true and in line with NECA published labor rates. Please advise how we are to proceed."

Technical Justification:

Electrical Room Ceiling members	Increased size of ceiling framing members of the electrical room
<p>During the review of the shop drawings for the ceiling framing members at the electrical room, the Engineer increased the size of ceiling members from 8" 16ga Track and C-Studs to 12" – 14ga Track and Studs.</p> <p>The contractor submitted a change order proposal in the amount of \$3,438.00. However, and by correcting minor calculation mistakes in its subcontractor's added costs, the recommended amount for this change order is \$3,429.25.</p>	

**Electrical Room Ceiling Framing Members Change
Evaluation Summary - OH&P**

MWHC

Item	Description			WML Estimated Cost Change	MWHC Calculated Cost Change	Final Cost Estimate
1	Labor			\$0.00	\$0.00	\$0.00
2	Material			\$0.00	\$0.00	\$0.00
3	Equipment			\$0.00	\$0.00	\$0.00
	Credits					
	Tax Credit					
	Net Total			\$0.00	\$0.00	\$0.00
	markup			\$0.00	\$0.00	\$0.00
	subtotal			\$0.00	\$0.00	\$0.00
	Subcontractor	Ft.	Cost/ft			
	Material					
	Deduct 8" Track 280' @ \$2.40/ft	280	2.4	-\$671.10	-\$672.00	-\$672.00
	Deduct 12" Stud 994' @ \$2.66/ft	994	2.66	-\$2,641.26	-\$2,644.04	-\$2,644.04
	Add 12" Track 280' @ \$4.62/ft	280	4.62	\$1,293.60	\$1,293.60	1293.6
	Add 12" Stud 994' @ \$4.66/ft	994	4.66	\$4,635.42	\$4,632.04	4632.04
	Material Costs			\$2,616.66	\$2,609.60	\$2,609.60
	Subcontractor Tax on Material			\$202.79	\$202.24	\$202.24
	Subcontractors total material cost			\$2,819.45	\$2,811.84	\$2,811.84
	Subcontractor Markup			\$422.92	\$421.78	\$421.78
	Subcontractor's total			\$3,242	\$3,233.62	\$3,233.62
	GC - Subcontract markup			\$162.10	\$161.68	\$161.68
	Total			\$3,404.10	\$3,395.30	\$3,395.30
	GC Bond & Ins			\$34.04	\$33.95	\$33.95
	Total			\$3,438	\$3,429.25	\$3,429.25

CITY OF BEAUMONT WWTP SALT MITIGATION UPGRADE PROJECT

**CHANGE ORDER PROPOSAL (COP) # 11
(By Contractor)**

To (Engineer/CM): MWH Constructors Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@stantec.com	From (Contractor): W.M. Lyles Co. Attention: Juan C. Ahumada Phone: 951-972-2056 Email: jahumada@wmlylesco.com
PCO/DCM No.:	
Subject: MBR electrical room ceiling framing members increase in size	
Reference Documents: submittal 091110-1	
DESCRIPTION	
Please review the attached request for changer order for the additional cost to increase the size of the ceiling framing members of the electrical room of the MBR building. The request to change was initiated by submittal response comment no.1 on 091110-1 and later identified on a marked up drawing received by Aqua Engineers via e-mail (see attachment).	
COST ESTIMATE	
Total cost \$3,438.00 \$3,429.25 – see attached breakdown	
SCHEDULE IMPACT	
No	
Received by MWH Constructors (Date):	

RESPONSE

Response By:

Date:

Final Distribution: Juan C. Ahumada, W.M. Lyles Co.
Brian Knoll, Webb Associates
MWH Inspector

W. M. Lyles Co.
 42142 Roick Drive
 Temecula, CA 92590

Date: 19-Apr-19

Reference #: 091110-1

Attention: Charles W. Reynolds
 Project: City of Beaumont WWTP Salt Mitigation Upgrade Project
 Description: MBR Electrical room ceiling framing members

Item:	Unit	Total MH	MH Cost	Total MH Cost	Eq. Cost	Material	Subcont.	Total Cost
1 MBR Electrical room ceiling framing members	LS	0	-	\$ -	\$ -	\$ -	\$ 3,242.00	\$ 3,242.00
Total Costs		0		\$ -	\$ -	\$ -	\$ 3,242.00	\$ 3,242.00

Subtotal		\$ 3,242.00	\$3,233.62
Mark-up - Labor	15%	\$ -	
Mark-up - Equipment	15%	\$ -	
Mark-up - Materials	15%	\$ -	
Mark-up - Subcontractor	5%	\$ 162.10	\$161.68
Bond	1%	\$ 34.04	\$33.95
Total This Change Order		\$ 3,438.00	\$3,429.25

Comments:

W.M. Lyles Co.
P.O. Box 4377 Fresno, CA 93744

04/16/19



Attention: Allen Hickernell
Project: Beaumont WWTP
Reference: Ceiling Joists in Electrical Room
Infinity COR#: 001

Furnish material to change the size of ceiling joist in Electrical Room from 8" to 12". Per engineering decision.

MATERIAL						
8" 16ga Track	-280	lf	\$2.40	(\$671.10)	-	\$672.00
8" 16ga C-Stud	-994	lf	\$2.66	(\$2,641.26)	-	\$2,644.04
12"-14ga Track	280	lf	\$4.62	\$1,293.60		\$1,293.60
12"14ga C-Stud	994	lf	\$4.66	\$4,635.42		\$4,632.04
Subtotal Material:				<u>\$2,016.66</u>		\$2,609.60
Material Tax			7.75%	\$202.29		\$202.24
Total Materials:				\$2,819.45		\$2,811.84
				Subtotal:	\$2,819.45	\$2,811.84
				Mark up Material 15%	\$422.92	\$421.78
				Subtotal:	\$3,242.37	\$3,233.62
				TOTAL:	\$3,242.37	\$3,233.62

The total for the above changes will be an ADD of: ~~\$3,242~~ \$3,233.62

Respectfully,
Infinity DW Contracting, Inc.

Project Manager
Aaron Sanchez

**BEAUMONT WASTEWATER TREATMENT PLANT
SALT MITIGATION UPGRADE PROJECT**

SUBMITTAL NO. 091110-1 Non-Loading Bearing Steel Framing

Contractor: W.M. Lyles Company
Reviewer: Boris Petkovic, AQUA Engineering

Submittal Response: Revise and Resubmit

1. Due to the large spans the framing in the MBR electrical room is expected to change. The current design is being evaluated by the Engineer and will likely increase in size (depth and gauge) of ceiling framing members. A clarification will be issued to address this.
2. The submittal includes framing members not specifically included in the plans. Please provide a shop drawing of the framing plan clearly indicating the layout of framing members and indicate location where specific members and accessories are used. Specifically note fire rated assemblies and provide assembly details for framing of openings (headers, jambs). Shop drawings need to be coordinated with other disciplines.

No Exceptions Taken Exceptions as Noted
 Revise and Resubmit Rejected

Acceptance of the submittal indicates only that no deviation from specification requirements of the Contract Documents has been found. Nothing in this acceptance shall be construed as revising, in any way, the requirements for a fully integrated and operable system as specified. Neither does acceptance provide authorization to deviate from Contract Documents without specific designated approval of such deviation. Contractor is responsible for: dimensions (including field verifications), fabrication process and techniques of construction; coordination of his work with that of all other trades and the satisfactory performance of his work.

Aqua Engineering
533 W. 2600 S. Suite 275
Bountiful, Utah 84010
801/ 299-1327

Date 2/25/19 by Boris Petkovic



Juan Ahumada

From: Boris Petkovic <borisp@aquaeng.com>
Sent: Wednesday, March 6, 2019 1:28 PM
To: Juan Ahumada
Cc: Dallin Stephens
Subject: Beaumont
Attachments: 19138 -Beaumont WWTP Redlines 19.03.01.pdf

Juan,

Attached is sketch for the interior framing. As I mentioned we will need to increase the size of the joists in the electrical room to 12 inches (deep).

Let me know if you have any questions.

Regards,

BORIS PETKOVIC, P.E.

AQUA ENGINEERING

Office:(801) 299-1327 Direct:(801) 683-3734

borisp@aquaeng.com www.aquaeng.com

533 W 2600 S Suite 275 Bountiful, UT 84010

Product submittal information for:

Exterior Framing:

1200S162-68 (50ksi, CP60) U
1200T125-68 (50ksi, CP60)



ClarkDietrich™
BUILDING SYSTEMS

SUBMITTAL

For the proposed new construction of:

Date created: 4/18/19
Project Number:
Purchase Order:
Estimated Ship Date:
Project Notes:

Contractor Information:

GC Information:

Architect Information:

Distributor Information:



ClarkDietrich.
ENGINEERING SERVICES

For product technical & engineering support
call ClarkDietrich's Tech Support: (888) 437-3244

Developed using CD SubmittalPro System
itools.clarkdietrich.com

Product category: S162 (1-5/8" Flange Structural Stud)
Product name: 1200S162-68 (50ksi, CP60) U - Unpunched
 68mils (14ga) Coating: CP60 per ASTM C955
 Color coding: Orange

Geometric Properties

Web depth	12.000 in	Punchout width	0 in
Flange width	1.625 in	Punchout length	0 in
Stiffening lip	0.500 in	Min. steel thickness	0.0677 in
Design thickness	0.0713 in	Yield strength, Fy	50 ksi
Yield strength, Fy	50 ksi	Fy with Cold-Work, Fya	50.0 ksi
Ultimate, Fu	65.0 ksi		

Gross Section Properties of Full Section, Strong Axis

Cross sectional area (A)	1.121 in ²
Member weight per foot of length	3.81 lb/ft
Moment of inertia (Ix)	19.526 in ⁴
Section modulus (Sx)	3.254 in ³
Radius of gyration (Rx)	4.174 in
Gross moment of inertia (Iy)	0.255 in ⁴
Gross radius of gyration (Ry)	0.477 in

Effective Section Properties, Strong Axis

Effective Area (Ae)	0.511 in ²
Moment of inertia for deflection (Ix)	18.391 in ⁴
Section modulus (Sx)	2.645 in ³
Allowable bending moment (Ma)	79.20 in-k
Allowable moment based on distortion buckling (Mad)	66.18 in-k
Allowable shear force in web (solid section)	2771 lb
Unbraced length (Lu)	30.2 in

Torsional Properties

St. Venant torsion constant (J x 1000)	1.899 in ⁴
Warping constant (Cw)	7.739 in ⁶
Distance from shear center to neutral axis (Xo)	-0.719 in
Distance between shear center and web centerline (m)	0.485 in
Radii of gyration (Ro)	4.262 in
Torsional flexural constant (Beta)	0.972

ASTM & Code Standards:

- AISI North American Specification [NASPEC] S100-12
- * Effective properties incorporate the strength increase from the cold work of forming
- Gross properties are based on the cross section away from the punchouts
- Structural framing is produced to meet or exceed ASTM C955
- Sheet steel meets or exceeds mechanical and chemical requirements of ASTM A1003
- ClarkDietrich's structural and nonstructural framing comply with the SFIA Code Compliance Certification Program, ICC-ES ESR-1166P and Intertek CCRR-0206
- For installation & storage information refer to ASTM C1007
- SDS & Product Certification Information is available at itools.clarkdietrich.com

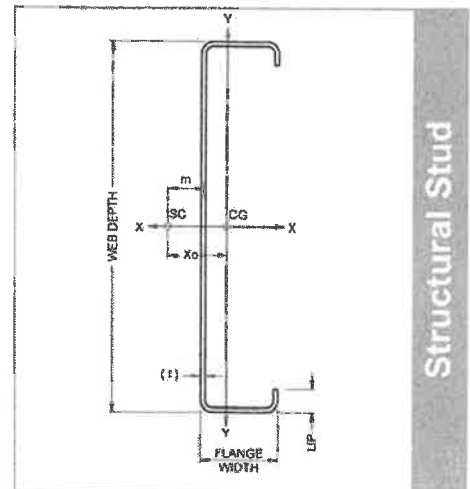
Sustainability Credits:

For more details and LEED letters contact Technical Services at 888-437-3244 or visit www.clarkdietrich.com/LEED

LEED v4 MR Credit – Building Product Disclosure and Optimization: EPD (1 point) - Sourcing of Raw Materials (1 point) - Material Ingredients (1 point) - Construction and Demolition Waste Management (up to 2 points) - Innovation Credit (up to 2 points).

LEED 2009 Credit MR 2 & MR 4 -- ClarkDietrich's steel products are 100% recyclable and have a national average recycled content of 34.2% (19.8% post-consumer and 14.4% pre-consumer). If seeking a higher number to meet Credit MR 5, please contact us at (info@clarkdietrich.com / 888-437-3244)

05.40.00 (Cold-Formed Metal Framing)



Used in framing applications:

- Load-bearing walls
- Curtain walls
- Tall interior walls
- Floor & ceiling joists
- Trusses

Project Information

Name:
Address:

Contractor Information

Name:
Contact:
Phone:
Fax:

Architect Information

Name:
Contact:
Phone:
Fax:

Product category: T125 (1-1/4" Leg Structural Track)
Product name: 1200T125-68 (50ksi, CP60) - Unpunched
 68mils (14ga) Coating: CP60 per ASTM C955
 Color coding: Orange

Geometric Properties

Web depth	12.250 in		
Leg width	1.25 in		
Design thickness	0.0713 in	Min. steel thickness	0.0677 in
Yield strength, Fy	50 ksi	*Fy with Cold-Work, Fya	50.0 ksi
Ultimate, Fu	65.0 ksi		

Gross Section Properties of Full Section, Strong Axis

Cross sectional area (A)	1.033 in ²
Member weight per foot of length	3.51 lb/ft
Moment of inertia (Ix)	16.834 in ⁴
Section modulus (Sx)	2.749 in ³
Radius of gyration (Rx)	4.037 in
Gross moment of inertia (Iy)	0.074 in ⁴
Gross radius of gyration (Ry)	0.268 in

Effective Section Properties, Strong Axis

Effective Area (Ae)	0.372 in ²
Moment of inertia for deflection (Ix)	15.689 in ⁴
Section modulus (Sx)	1.934 in ³
Allowable bending moment (Ma)	57.90 in-k
Allowable shear force in web	2713 lb

Torsional Properties

St. Venant torsion constant (J x 1000)	1.750 in ⁴
Warping constant (Cw)	2.270 in ⁶
Distance from shear center to neutral axis (Xo)	-0.329 in
Distance between shear center and web centerline (m)	0.227 in
Radii of gyration (Ro)	4.060 in
Torsional flexural constant (Beta)	0.993

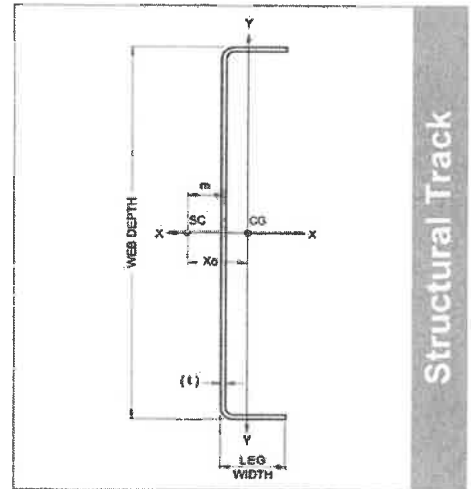
ASTM & Code Standards:

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- * Effective properties incorporate the strength increase from the cold work of forming
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- Sheet steel meets or exceeds mechanical and chemical requirements of ASTM A1003
- ClarkDietrich's structural and nonstructural framing comply with the SFIA Code Compliance Certification Program, ICC-ES ESR-1166P and Intertek CCRR-0206
- For installation & storage information refer to ASTM C1007
- SDS & Product Certification Information is available at itools.clarkdietrich.com

Sustainability Credits:

For more details and LEED letters contact Technical Services at 888-437-3244 or visit www.clarkdietrich.com/LEED
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LEED 2009 Credit MR 2 & MR 4 -- ClarkDietrich's steel products are 100% recyclable and have a national average recycled content of 34.2% (19.8% post-consumer and 14.4% pre-consumer). If seeking a higher number to meet Credit MR 5, please contact us at (info@clarkdietrich.com / 888-437-3244)

05.40.00 (Cold-Formed Metal Framing)



Used in framing applications:

- Load-bearing walls
- Curtain walls
- Tall interior walls
- Floor & ceiling joists
- Trusses

Project Information

Name:
Address:

Contractor Information

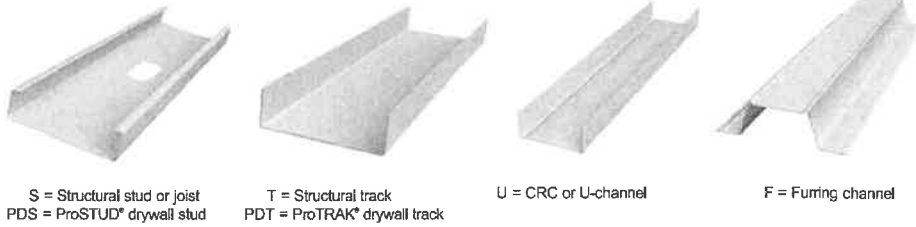
Name:
Contact:
Phone:
Fax:

Architect Information

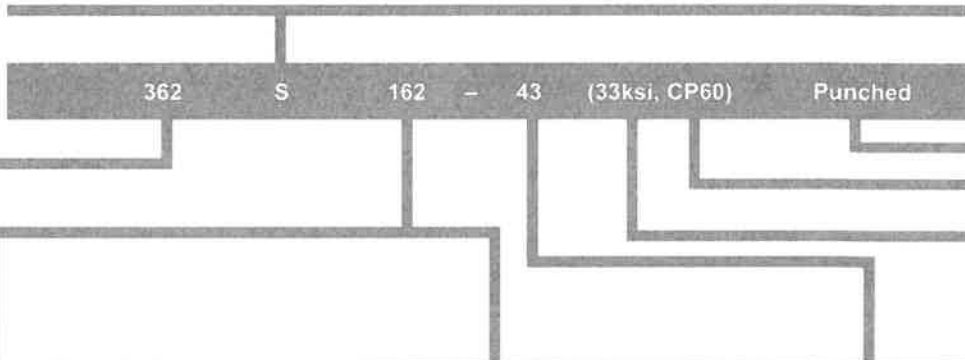
Name:
Contact:
Phone:
Fax:

ClarkDietrich PRODUCT INFORMATION

Example: 362S162-43 (33ksi, CP60) punched



Punching
Punched studs or joists will be supplied unless the customer indicates unpunched material is required at time of order. All track and channels are unpunched.



Protective Coating
Structural framing CP60 (G90 available)
Drywall framing G40EQ (G40 or G60 available)

KSI -Yield Strength (Fy)
Structural: 33ksi or 50ksi steel
Drywall: See ProSTUD below.

ClarkDietrich structural member depths, flanges & available thickness

Member depths	Flange widths range	Mils range	Gauge range
(250) 2-1/2"	1-3/8", 1-5/8", 2" & 2-1/2"	33-68	20-14 ga
(350) 3-1/2"	1-3/8", 1-5/8", 2" & 2-1/2"	33-68	20-14 ga
(362) 3-5/8"	1-3/8", 1-5/8", 2" & 2-1/2"	33-97	20-12 ga
(400) 4"	1-3/8", 1-5/8", 2" & 2-1/2"	33-97	20-12 ga
(550) 5-1/2"	1-5/8", 2" & 2-1/2"	33-97	20-12 ga
(600) 6"	1-3/8", 1-5/8", 2", 2-1/2" & 3"	33-97	20-12 ga
(800) 8"	1-3/8", 1-5/8", 2", 2-1/2" & 3"	33-97	20-12 ga
(925) 9-1/4"	1-5/8", 2" & 2-1/2"	43-97	18-12 ga
(1000) 10"	1-5/8", 2", 2-1/2" & 3"	43-97	18-12 ga
(1200) 12"	1-5/8", 2", 2-1/2" & 3"	54-97	16-12 ga
(1400) 14"	1-5/8", 2", 2-1/2" & 3"	54-97	16-12 ga

ClarkDietrich return lip dimensions

Flange width	Return lip	Member depths
137 (1-3/8")	3/8"	3-5/8"-8"
162 (1-5/8")	1/2"	2-1/2"-14"
200 (2")	5/8"	3-5/8"-14"
250 (2-1/2")	5/8"	3-5/8"-14"
300 (3")	5/8"	6"-14"

Old stud/track designations

Designation	Type	Flange/leg
CWN	Stud	1-3/8"
CSJ	Stud	1-5/8"
CSW	Stud	2"
CSE	Stud	2-1/2"
CSS	Stud	3"
TSB	Track	1-1/4"
TSC	Track	2"
TSE	Track	3"

ClarkDietrich thickness identification and color coding

Member mils	Thickness gauge	Design thickness	Min. thickness	Color code
33	20	0.0346"	0.0329"	White
43	18	0.0451"	0.0428"	Yellow
54	16	0.0566"	0.0538"	Green
68	14	0.0713"	0.0677"	Orange
97	12	0.1017"	0.0966"	Red

ClarkDietrich ProSTUD® Drywall framing system thickness

Member gauge	Mils	KSI	Design thickness	Min. thickness	Color code
ProSTUD 25	15	50	0.0158	0.0150	None
ProSTUD 20	18	70	0.0190	0.0181	Brown
ProSTUD 20LTD	19	65	0.0200	0.0190	Brown
ProSTUD 30MIL	30	33	0.0312	0.0296	Pink
ProSTUD 33MIL	33	33	0.0346	0.0329	White

ProTRAK (25, 20 & 20LTD) = 50ksi ProTRAK 30 & 33mil = 33ksi
ProSTUD 20 LTD / 19mil (65ksi) Available for limited time.
Contact your ClarkDietrich Sales Representative for market availability.

HOW TO IDENTIFY OUR PRODUCTS

ClarkDietrich has adopted standard nomenclature established by the American Iron and Steel Institute (AISI) for identifying each of its products. Coding of each member consists of four parts, in this order:

- A number which identifies the web depth of the member to two decimal places. 600 = 6.00," 1000 = 10.00," 550 = 5.50," 362 = 3.625," etc.
- A letter that tells you the type of member, such as S = Stud/joist, T = Track, U = U-channel, and F = Furring channel.
- A number that defines the flange dimension in inches to two decimal places. 162 = 1.625," 200 = 2.00," 125 = 1.25," etc.
- A number following a hyphen that denotes the minimum delivered thickness in mils (33mils = 33/1000 inches which is approximately 0.0329"). Minimum delivered thickness is 95% of design thickness.

Product availability.

Most products manufactured by ClarkDietrich are readily available in all markets, but there can be exceptions. Please contact your ClarkDietrich Sales Representative to make sure the product you need is available in your market area.

Protective coatings.

Non-structural products are coated to meet the requirements of AISI S220 and ASTM C645, with a G40 or a protective coating with an equivalent corrosion resistance. ProSTUD® Drywall Framing System meets the Code Compliance Research Report ATI CCRR-0207. Non-structural products may also be ordered with enhanced coatings for special applications.

Structural framing products are available with a variety of protective coatings that meet the CP60 coating protection level requirements of AISI S200 and ASTM C955. These coatings may include G60, A60, AZ50 or GF30, all of which satisfy the above referenced standards. G90 coatings are an enhanced option that can be requested for highly corrosive environments. ClarkDietrich can supply a specific or enhanced coating to meet specific project requirements when requested.

ClarkDietrich is a proud member of the Steel Framing Industry Association (SFIA).

ClarkDietrich™ CODE APPROVALS AND PERFORMANCE STANDARDS

Material Certification - ClarkDietrich products meet or exceed these applicable performance standards.

Structural framing standards

AISI S100-07 "North American Specification for the Design of Cold-Formed Steel Structural Members, 2001 with 2010 supplement"

ASTM C955	Load-bearing steel framing
ASTM C1007	Installation
ASTM A1003	Material specification for steel sheet mechanical and chemical requirements

Protective coating standards

ASTM A653	Zinc-coated hot-dip process
ASTM A792	55% aluminum-zinc alloy-coated hot-dip process
ASTM A875	Zinc-5% aluminum alloy-coated hot-dip process
ASTM A924	Metallic-coated hot-dip process

Additional code approvals

SFIA (Steel Framing Industry Association)
ICC-ES ESR 1166P

ProSTUD® drywall framing standards

AISI S100-12 North American Specification for the Design of Cold-Formed Steel Structural Members

AISI S220-15 North American Standard for Cold-Formed Steel Framing – Nonstructural Members

ASTM American Society for Testing and Materials

A1003	Material specification for steel sheet mechanical and chemical requirements
C645	Standard specification for nonstructural steel framing
C754	Standard specification for installation of steel framing
C1002	Standard specification for steel self piercing tapping screw
E119	Standard test methods for fire tests
E72	Standard test methods of conducting strength tests
E90	Standard test method for sound transmission loss

UL® Underwriters Laboratories testing standard

UL 263 Fire Tests of Building Construction and Materials"

Multiple UL® design listings for ProSTUD

Over 50 UL Designs; UL file number R26512

Additional code approvals

SFIA (Steel Framing Industry Association)
Intertek CCRR-0207

UL® and UL® Design are trademarks of Underwriters Laboratories, Inc.

Metal lath & accessories

ASTM C847	Metal lath products
ASTM C841	Installation of interior lathing & furring
ASTM C1063	Installation of lathing & furring
ASTM A653	Zinc-coated hot-dip process
ASTM C1047	Accessories standards—control joints
ASTM A924	Metallic-coated hot-dip process
UUB790A	APB type 1, grade D, style 2
CE 240.01	Furring (metal) lathing and plastering
EMLA 920	Guide specs for metal lathing & furring

Additional code approvals

Intertek CCRR-0204

ClarkDietrich Building Systems has prepared this literature with the utmost diligence and care for accuracy and conformance to standards.

ClarkDietrich Building Systems reserves the right to modify or change any information contained in this literature without notification.

ClarkDietrich Building Systems intends this information to be accurate, informative, and helpful as a selection guide for choosing ClarkDietrich Building System products. However, this information is only to be used for guidance and is not intended to replace the design, drawings, specifications, and decisions of a professional architect or engineer.

ClarkDietrich Building Systems or its affiliates shall not be responsible for incidental or consequential damages, directly or indirectly sustained, nor for loss caused by application of our products for other than their intended uses. Our liability is limited to replacement of defective products. Claims shall be deemed waived unless they are made to us in writing within thirty (30) days of the date a problem was or reasonably should have been discovered.

ClarkDietrich structural and nonstructural framing comply with the SFIA Code Compliance Program. ClarkDietrich is a member of SFIA.

Check the updated list of Certified Production Facilities at Architectural Testing's website at www.archtest.com.



USGBC and related logo is a trademark owned by the U.S. Green Building Council and is used by permission.

LOCATIONS

ClarkDietrich Building Systems Manufacturing and Sales Locations:

CALIFORNIA Riverside P 951.360.3500	CALIFORNIA Sacramento P 951.360.3500	CONNECTICUT Bristol P 866.921.0023	FLORIDA Dade City P 352.518.4400
GEORGIA McDonough P 678.304.5500	HAWAII Kapolei P 951.360.3500	ILLINOIS Rochelle P 800.659.0745	MARYLAND Baltimore P 410.477.4000
OHIO Warren-East P 330.372.5564	OHIO Vienna P 330.372.4014	TEXAS Baytown P 281.383.1617	TEXAS Dallas P 214.350.1716
CLIP EXPRESS™-EAST P 866.638.1908	CLIP EXPRESS™-WEST P 530.406.3462	VINYL CORP P 800.648.4695	STRAIT-FLEX P 888.747.0220

ClarkDietrich Engineering Services. A full spectrum of solutions.

To!!-Free Phone: 877.832.3206
Technical Services: 888.437.3244
Toll Free Fax: 877.832.3208
Email: engineering@clarkdietrich.com

CENTRAL Crown Point, IN
NORTHEAST Bristol, CT
SOUTHEAST McDonough, GA
WEST Carlsbad, CA

The technical content of this page is effective 7/12/18 and supersedes all previous information

Section 1 – Identification

- 1(a) Product Identifier used on Label:** Coated Steel Sheet
- 1(b) Use/Description:** Coated Steel Sheet for thin gauge framing products.
- 1(d) Products:** Cold-Formed Steel Framing components and accessories for drywall, curtain wall and load bearing systems. Also includes metal lath and plaster accessories.
- 1(d) Synonyms:** Hot Band, Cold Rolled, P&O, Galvanized.
- 1(e) Company Identification and Emergency Contact Information:** ClarkDietrich Building Systems

Corporate Office:

9050 Centre Point Drive, Suite 400 Phone: 513-870-1100 Fax: 513-870-1300 <http://www.clarkdietrich.com/>
 West Chester, OH 45069



Manufacturing Locations:

Baltimore, MD	Baytown, TX	Bristol, CT	Dade City, FL
Dallas, TX	Vienna, OH	McDonough, GA	Riverside, CA
Rochelle, IL	Sacramento, CA	Warren, OH	

Section 2 – Hazard(s) Identification

2(a) Classification of the chemical: Coated Steel Sheet is considered an article under Reach regulation (REACH REGULATION (EC) No 1907/2006) and is not subject to classification under CLP regulation (REGULATION (EC) No 1272/2008). However, Coated Steel Sheet is not exempt as an article under OSHA's Hazard Communication Standard (29 CFR 1910.1200) due to its downstream use, thus this product is considered a mixture and a hazardous material. Therefore, the categories of Health Hazards as defined in "GLOBALLY HARMONIZED SYSTEM OF CLASSIFICATION AND LABELLING OF CHEMICALS (GHS), Third revised edition ST/SG/AC.10/30/Rev.3" United Nations, New York and Geneva, 2009 have been evaluated. Refer to Section 3, 8 and 11 for additional information.

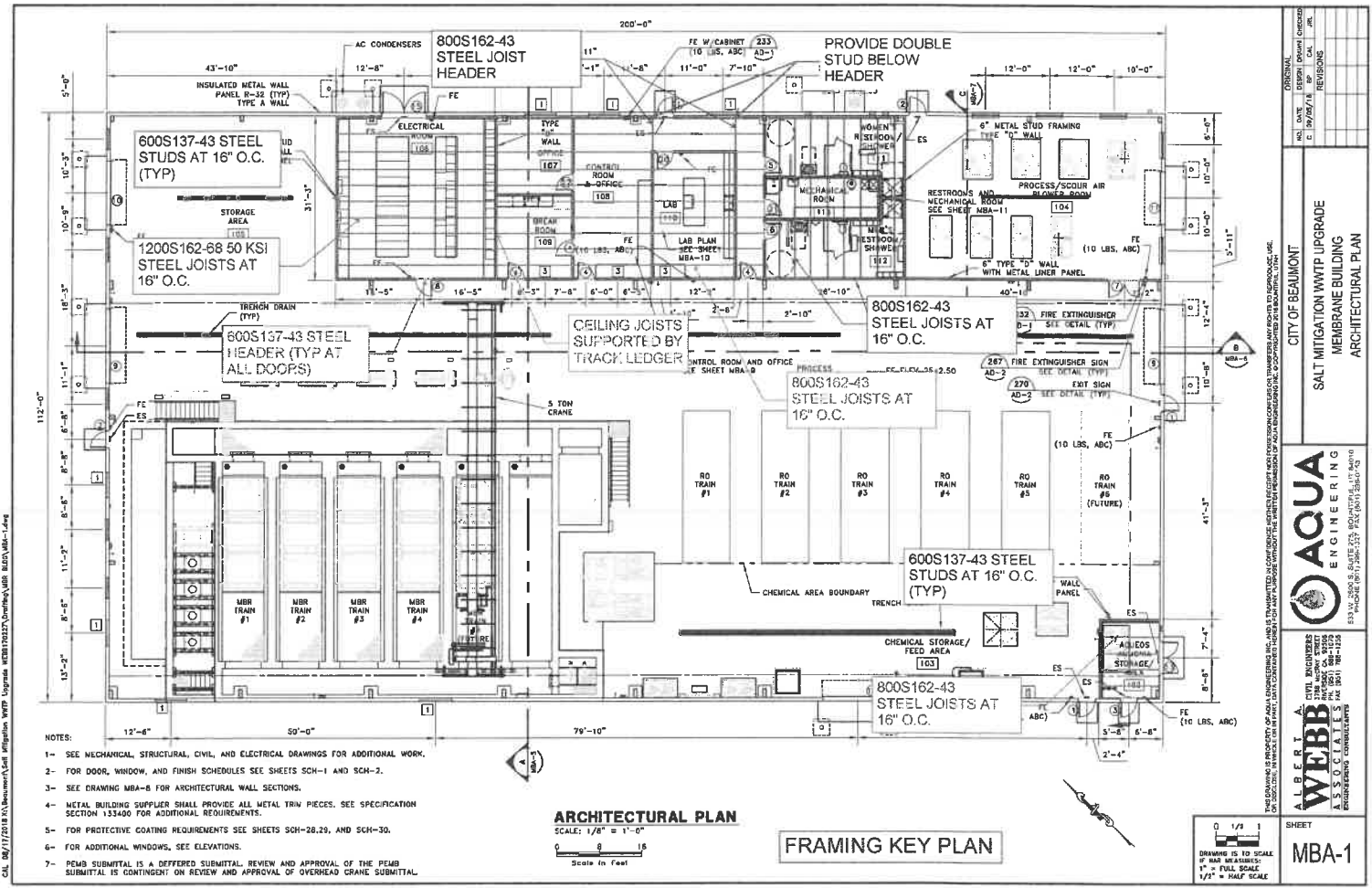
2(b) Signal word, hazard statement(s), symbols and precautionary statement(s):

Hazard Symbol	Hazard Classification	Signal Word	Hazard Statement(s)
	Carcinogenicity - 2 Reproductive Toxicity - 2 Single Target Organ Toxicity (STOT) Repeat Exposure -1	Danger	Suspected of causing cancer. Suspected of damaging fertility or the unborn child. Causes damage to lungs and central nervous system through prolonged or repeated inhalation exposure.
	Acute Toxicity-Oral - 4 Skin Sensitization - 1 STOT Single Exposure - 3		Harmful if swallowed. May cause an allergic skin reaction. Harmful in contact with skin. May cause respiratory irritation.
NA	Eye Irritation-2B		Causes eye irritation.

Precautionary Statement(s):

Prevention	Response	Storage/Disposal
Do not breathe dusts / fume / gas / mist / vapor / spray. Wear protective gloves / protective clothing / eye protection / face protection. Contaminated work clothing must not be allowed out of the workplace. Use only outdoors or in well ventilated areas. Wash thoroughly after handling. Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not eat, drink or smoke when using this product.	If inhaled: Remove person to fresh air and keep comfortable for breathing. If exposed, concerned or feel unwell: Get medical advice/attention. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue Rinsing. If on skin: Wash with plenty of water. If irritation or rash occurs: Get medical advice/attention. Take off and wash contaminated clothing before reuse. Call a poison center/doctor if you feel unwell.	Dispose of contents in accordance with federal, state and local regulations.

- 2(c) Hazards not otherwise classified:** None Known
- 2(d) Unknown acute toxicity statement (mixture):** None Known



- NOTES:
- 1- SEE MECHANICAL, STRUCTURAL, CIVIL, AND ELECTRICAL DRAWINGS FOR ADDITIONAL WORK.
 - 2- FOR DOOR, WINDOW, AND FINISH SCHEDULES SEE SHEETS SCH-1 AND SCH-2.
 - 3- SEE DRAWING MBA-8 FOR ARCHITECTURAL WALL SECTIONS.
 - 4- METAL BUILDING SUPPLIER SHALL PROVIDE ALL METAL TRIM PIECES. SEE SPECIFICATION SECTION 133400 FOR ADDITIONAL REQUIREMENTS.
 - 5- FOR PROTECTIVE COATING REQUIREMENTS SEE SHEETS SCH-28.23, AND SCH-30.
 - 6- FOR ADDITIONAL WINDOWS, SEE ELEVATIONS.
 - 7- PERM SUBMITTAL IS A DEFERRED SUBMITTAL. REVIEW AND APPROVAL OF THE PERM SUBMITTAL IS CONTINGENT ON REVIEW AND APPROVAL OF OVERHEAD CRANE SUBMITTAL.

ARCHITECTURAL PLAN
SCALE: 1/8" = 1'-0"
Scale in Feet

FRAMING KEY PLAN



ORIGINAL	DATE	DESIGN	EXAMINER	CREATOR	REV.
		C. JENSEN/STL			REVISIONS

CITY OF SEASBROOK
SALT MITIGATION WWTP UPGRADE
MEMBRANE BUILDING
ARCHITECTURAL PLAN

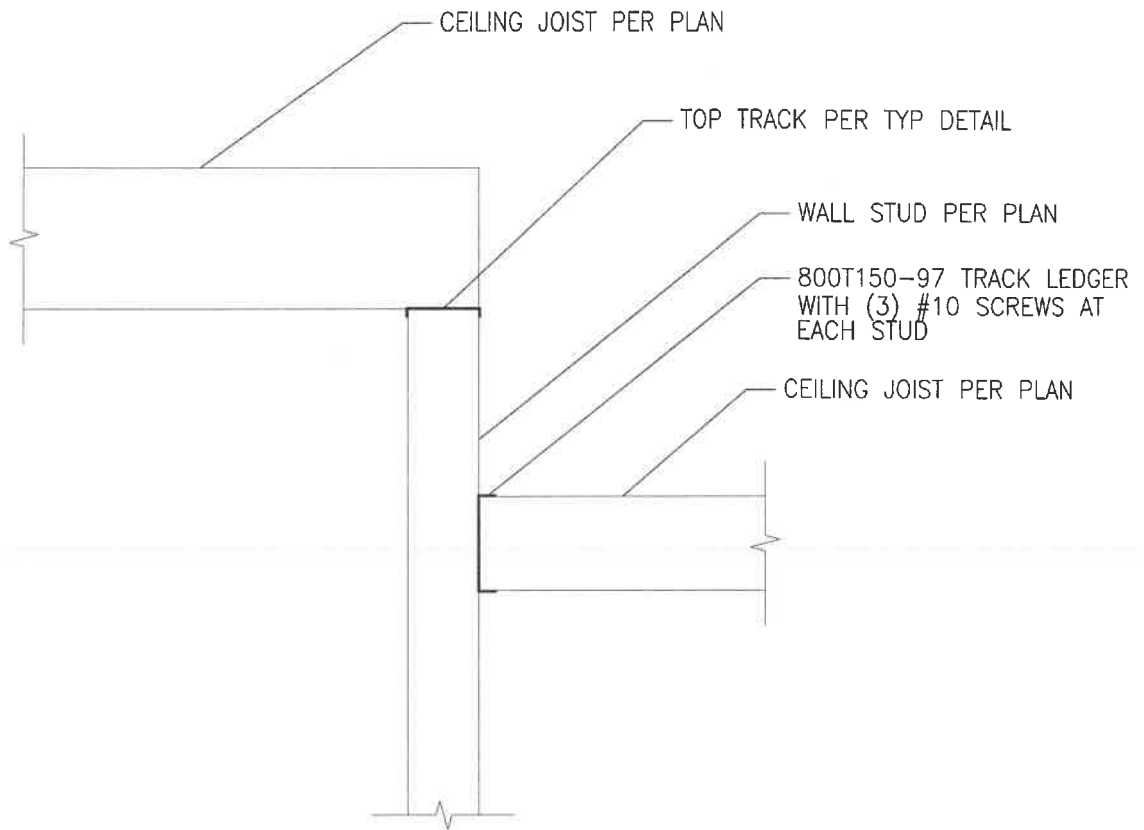
AQUA
ENGINEERING

ALBERT A. WEBB
1325 OCEAN DRIVE, SUITE 100
SEASBROOK, TEXAS 77586
PHONE: 281.266.1232 FAX: 281.266.1233
WWW.AQUAENGINEERING.COM

SHEET
MBA-1

CAL: 06/17/2018 10:30am; City of Seabrook; Salt Mitigation; WWTP Upgrade; MBA-1; 2018; 06/17/2018; 10:30am; 1-4.dwg

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TRACK LEDGER SKETCH

Staff Report

TO: Mayor and City Council Members

FROM: Melana Taylor, Director of Finance

DATE: May 7, 2019

SUBJECT: Fiscal Year 2019-20 Draft General Fund Budget for Review

Background and Analysis:

On Saturday, February 2, 2019, City Council held a workshop which included direction to City staff regarding the FY19-20 budget.

The budget has been developed with the following criteria:

DEPARTMENTS

The General Fund has no new departments for the FY 19-20 budget. Departments that were identified and segregated in FY18-19 are further refined in the FY19-20 budget:

1. Finance.
2. Information Technology.
3. Human Resources/Risk.
4. Facilities.

REVENUE

Revenues have been budgeted based on the forecast presented at the workshop in February with the following exceptions:

1. Anticipated changes to the waste management contract have been taken into consideration, reducing refuse revenues and expenses by approximately \$4,000,000 each.
2. Animal licensing and fees have been decreased by approximately \$17,000 based on current year revenue activity.
3. Cost recovery for the Calimesa animal control contract has been increased by \$15,000 based on the current contract.
4. Miscellaneous permits have been decreased by \$43,000 based on current year revenue activity.
5. Code enforcement abatement revenues have been decreased by \$54,000 based on historical and current year revenue activity.
6. Public works plan check and inspection revenues have been decreased by \$188,000 based on current year revenue activity.
7. General fines revenue have been increased by \$20,000 based on historical and current year revenue activity.

PERSONNEL

Additional staffing is being considered as follows:

1. 2 FTE Information Technology to bring services in-house resulting in a zero-net savings.
2. 1 FTE Police Department to staff the Business Liaison officer.
3. 1 FTE Police Support Services to address workload demand in the communications center.
4. 1 FTE Public Works/Engineering to bring infrastructure inspections in-house resulting in net savings of approximately \$40,000.

OPERATIONAL

Expenses have been budgeted based on directors and manager direct input of cost details and have been through a first adjustment following meetings between the department representatives, the City Manager, and the Finance Department representatives. Highlights of the current expenses budgeted are as follows:

1. The City Clerk Department includes an estimated \$9,000 in costs related to a large-scale scanning project.
2. The Administration Department includes the DDR payment of \$300,000 which was omitted in the FY 18-19 budget and does not include a contingency allowance of \$150,000 as in FY 18-19.
3. Information Technology Department reflects a decrease of \$160,000 in contract technical support services.
4. The Human Resources/Risk Department includes an increase in the self-insurance costs of approximately \$220,000.
5. Community Development includes cost for potential environmental plan reviews of \$125,000.
6. Community Services includes \$100,000 sponsorship to the Cherry Festival and a potential new recreational program for \$15,000.
7. The Animal Control, Community Enhancement, and Police Support Departments are looking to increase the training and certifications of the staff to improve public service for a total increase to the general fund budget of \$24,000.
8. The Police Department will have additional costs related to the regular rotation replacement of equipment, supplies, and vehicles for approximately \$190,000.
9. The CalFire contract estimated for FY19-20 has been budgeted for a 5% increase.
10. Building and Safety is budgeting plan check and inspection costs from outside contractors to decrease approximately \$210,000. Note that an increase in plan check and inspection costs from outside contractors would also include additional revenues as an offset.
11. Public Works/Engineering includes a decrease in contractual services of \$280,000 based on the addition of a second inspector position but will increase the need for vehicles and equipment of approximately \$60,000.
12. Street Maintenance Department has adjusted line items based on the past two years' experience and equipment replacements for a decrease in expenses of \$180,000. An

increase in cost of \$40,000 has been included to begin to address the wire theft on Oak Valley Parkway street lights.

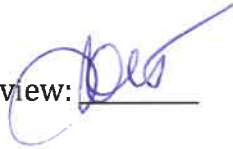
13. Facilities Maintenance Department continues to develop their budget based on the condition of City owned properties, decreasing recurring costs by \$65,000 and identifying projects to be included in the CIP budget.
14. Parks and Grounds Department has included additional costs of \$100,000 for additional plant material in medians and \$100,000 for additional mulch city-wide.

The net of all FY19-20 General Fund line items currently results in an over-budget of approximately \$262,733.21 All directors and managers are continuing to review their budgets with the City Manager and Finance Department in order to have a final zero balance General Fund Budget for FY 19-20 for presentation to City Council at the June 4, 2019, City Council meeting.

Fiscal Impact:

None.

Finance Director Review: _____



Recommendation:

1. Receive and file.

City Manager Review: _____



Attachments:

- A. Summarized draft General Fund budget for fiscal year.

Exhibit A

Group Summary

Category	Defined Budgets						
	2016-2017 Total Budget	2016-2017 Total Activity	2017-2018 Total Budget	2017-2018 Total Activity	2018-2019 Total Budget	2018-2019 YTD Activity	2019-2020 REV 1
Department: 0000 - NON-DEPARTMENTAL							
40 - TAXES	14,816,600.00	16,169,475.02	16,183,810.00	17,720,668.63	16,980,867.00	11,819,300.99	18,233,044.87
41 - LICENSES	210,000.00	231,688.31	210,000.00	242,634.30	212,100.00	101,169.06	214,221.00
42 - PERMITS	2,552,000.00	4,037,281.70	3,723,000.00	4,544,518.62	5,397,170.00	4,400,053.02	5,167,885.00
45 - INTERGOVERNMENTAL	17,500.00	21,513.73	7,288.00	7,288.01	21,288.00	29,318.92	21,288.00
47 - CHARGES FOR SERVICE	5,079,967.00	6,934,989.02	7,457,000.00	8,491,816.62	7,702,800.00	7,088,879.16	2,852,950.00
50 - FINES AND FORFEITURES	120,000.00	128,004.64	148,000.00	114,572.40	110,000.00	81,248.00	133,850.00
53 - COST RECOVERY	15,000.00	426,733.49	285,000.00	344,845.47	0.00	438,758.90	125,000.00
54 - MISCELLANEOUS REVENUES	60,000.00	3,079,682.58	26,500.00	51,446.23	22,500.00	17,114.23	22,500.00
58 - OTHER FINANCING SOURCES	15,000.00	165,000.63	0.00	5,341.50	0.00	28,129.04	5,000.00
65 - OPERATING COSTS	0.00	3,182.00	0.00	4,632.00	0.00	0.00	0.00
78 - CAPITAL OUTLAY	0.00	0.00	0.00	586,946.82	0.00	0.00	0.00
80 - DEBT SERVICE	0.00	316,834.00	0.00	457,728.00	0.00	0.00	0.00
90 - TRANSFERS	5,825,500.00	6,117,785.14	5,191,400.00	4,299,392.40	5,232,745.00	111,918.53	5,587,300.00
Department: 0000 - NON-DEPARTMENTAL surplus (Deficit):	28,711,567.00	36,992,138.26	33,231,998.00	34,773,217.36	35,679,470.00	24,115,889.85	32,363,038.87
Department: 1050 - CITY COUNCIL							
60 - PERSONNEL SERVICES	52,543.00	29,074.14	27,773.00	17,248.92	26,731.00	22,905.25	27,153.00
65 - OPERATING COSTS	86,600.00	18,462.91	21,678.00	21,740.86	52,600.00	13,171.94	24,750.00
Department: 1050 - CITY COUNCIL Total:	139,143.00	47,537.05	49,451.00	38,989.78	79,331.00	36,077.19	51,903.00
Department: 1150 - CITY CLERK							
60 - PERSONNEL SERVICES	128,400.00	110,388.14	108,812.00	114,176.45	119,396.00	93,028.08	157,201.00
65 - OPERATING COSTS	59,644.93	58,831.35	35,050.00	31,655.01	20,670.00	11,641.53	27,405.00
Department: 1150 - CITY CLERK Total:	188,044.93	169,219.49	143,862.00	145,831.46	140,066.00	104,669.61	184,606.00
Department: 1200 - ADMINISTRATION							
60 - PERSONNEL SERVICES	1,425,149.00	1,191,981.14	1,667,966.00	1,924,805.52	1,302,184.00	1,022,088.66	1,284,109.00
65 - OPERATING COSTS	560,800.00	430,351.21	679,813.00	636,726.85	-375,590.00	-189,493.09	-191,310.00
70 - CAPITAL IMPROVEMENTS	0.00	42,179.06	21,000.00	-280,390.95	0.00	0.00	0.00
77 - CONTINGENCY	258,284.07	0.00	71,620.00	0.00	150,433.24	30,000.00	0.00
Department: 1200 - ADMINISTRATION Total:	2,244,233.07	1,664,511.41	2,440,399.00	2,281,141.42	1,077,027.24	862,595.57	1,092,799.00
Department: 1225 - FINANCE AND BUDGETING							
60 - PERSONNEL SERVICES	0.00	0.00	0.00	0.00	768,519.00	530,371.37	862,714.00
65 - OPERATING COSTS	0.00	0.00	0.00	0.00	153,790.00	135,541.77	121,125.00
Department: 1225 - FINANCE AND BUDGETING Total:	0.00	0.00	0.00	0.00	922,309.00	665,913.14	983,839.00
Department: 1230 - I.T.							
60 - PERSONNEL SERVICES	0.00	0.00	0.00	0.00	172,553.00	130,942.81	388,967.00
65 - OPERATING COSTS	0.00	0.00	0.00	0.00	701,455.00	486,476.99	807,150.00
70 - CAPITAL IMPROVEMENTS	0.00	0.00	0.00	0.00	287,750.00	141,138.91	0.00
Department: 1230 - I.T. Total:	0.00	0.00	0.00	0.00	1,161,758.00	758,558.71	1,196,117.00

Budget Worksheet

For Fiscal: 2018-2019 Period Ending: 06/30/2019

Category	2016-2017						2017-2018						2018-2019		Defined Budgets	
	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	Total Activity	YTD Activity	2019-2020	REV 1			
Department: 1240 - RISK AND HUMAN RESOURCES																
60 - PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	299,138.33	439,707.00					
65 - OPERATING COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	961,303.07	1,202,352.00					
Department: 1240 - RISK AND HUMAN RESOURCES Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,260,441.40	1,642,059.00					
Department: 1300 - LEGAL																
65 - OPERATING COSTS	2,300,000.00	3,400,900.56	1,495,045.00	1,581,714.83	750,000.00	793,862.42	750,000.00	793,862.42	750,000.00	793,862.42	750,000.00					
Department: 1300 - LEGAL Total:	2,300,000.00	3,400,900.56	1,495,045.00	1,581,714.83	750,000.00	793,862.42	750,000.00	793,862.42	750,000.00	793,862.42	750,000.00					
Department: 1350 - COMMUNITY DEVELOPMENT																
60 - PERSONNEL SERVICES	405,735.00	378,133.75	284,643.00	255,363.78	365,952.00	302,645.31	374,203.00	302,645.31	374,203.00	302,645.31	374,203.00					
65 - OPERATING COSTS	521,079.00	179,522.07	240,450.00	129,206.24	54,359.00	35,070.49	154,407.00	35,070.49	154,407.00	35,070.49	154,407.00					
70 - CAPITAL IMPROVEMENTS	15,000.00	3,375.00	2,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
Department: 1350 - COMMUNITY DEVELOPMENT Total:	941,814.00	561,030.82	527,093.00	384,570.02	420,311.00	337,715.80	528,610.00	337,715.80	528,610.00	337,715.80	528,610.00					
Department: 1550 - COMMUNITY SERVICES																
60 - PERSONNEL SERVICES	358,824.00	327,353.81	521,491.00	494,386.37	502,539.00	376,328.40	671,509.00	376,328.40	671,509.00	376,328.40	671,509.00					
65 - OPERATING COSTS	163,250.00	135,328.40	295,060.00	276,846.47	56,276.00	146,359.50	178,738.00	146,359.50	178,738.00	146,359.50	178,738.00					
70 - CAPITAL IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	12,000.00	0.00	12,000.00	0.00	12,000.00					
Department: 1550 - COMMUNITY SERVICES Total:	522,074.00	462,682.21	816,551.00	771,232.84	558,815.00	522,687.90	862,247.00	522,687.90	862,247.00	522,687.90	862,247.00					
Department: 2000 - ANIMAL CONTROL																
60 - PERSONNEL SERVICES	417,503.00	440,964.66	455,370.00	469,759.17	236,987.00	196,752.77	238,888.00	196,752.77	238,888.00	196,752.77	238,888.00					
65 - OPERATING COSTS	202,965.00	110,484.69	120,130.00	154,739.63	66,023.00	51,968.33	81,311.00	51,968.33	81,311.00	51,968.33	81,311.00					
70 - CAPITAL IMPROVEMENTS	0.00	0.00	35,000.00	0.00	8,800.00	8,744.76	0.00	8,800.00	8,744.76	8,744.76	0.00					
Department: 2000 - ANIMAL CONTROL Total:	620,468.00	551,449.35	610,500.00	624,498.80	311,810.00	257,465.86	320,199.00	257,465.86	320,199.00	257,465.86	320,199.00					
Department: 2030 - COMMUNITY ENHANCEMENT																
60 - PERSONNEL SERVICES	101,020.00	80,021.79	127,550.00	99,541.76	201,950.00	150,222.04	235,309.00	150,222.04	235,309.00	150,222.04	235,309.00					
65 - OPERATING COSTS	0.00	58,116.33	59,785.00	52,220.82	43,898.00	14,130.02	48,797.00	14,130.02	48,797.00	14,130.02	48,797.00					
Department: 2030 - COMMUNITY ENHANCEMENT Total:	101,020.00	138,138.12	187,335.00	151,762.58	245,848.00	164,352.06	284,106.00	164,352.06	284,106.00	164,352.06	284,106.00					
Department: 2040 - PUBLIC SAFETY - OES																
65 - OPERATING COSTS	0.00	2,817.64	7,000.00	7,656.23	7,000.00	2,803.25	7,000.00	2,803.25	7,000.00	2,803.25	7,000.00					
Department: 2040 - PUBLIC SAFETY - OES Total:	0.00	2,817.64	7,000.00	7,656.23	7,000.00	2,803.25	7,000.00	2,803.25	7,000.00	2,803.25	7,000.00					
Department: 2050 - POLICE																
60 - PERSONNEL SERVICES	7,064,286.00	6,782,521.49	7,608,451.00	6,907,420.75	8,369,538.00	6,412,995.69	9,091,500.00	6,412,995.69	9,091,500.00	6,412,995.69	9,091,500.00					
65 - OPERATING COSTS	1,338,862.00	1,264,455.26	1,519,283.00	1,260,408.07	678,300.45	666,551.03	865,089.00	666,551.03	865,089.00	666,551.03	865,089.00					
70 - CAPITAL IMPROVEMENTS	342,520.00	223,632.27	300,000.00	15,221.82	246,688.36	22,280.33	250,688.36	22,280.33	250,688.36	22,280.33	250,688.36					
Department: 2050 - POLICE Total:	8,745,668.00	8,270,609.02	9,427,734.00	8,183,050.64	9,294,526.81	7,101,827.05	10,207,277.36	7,101,827.05	10,207,277.36	7,101,827.05	10,207,277.36					
Department: 2080 - K-9																
65 - OPERATING COSTS	0.00	5,198.04	6,650.00	5,312.93	3,600.00	4,406.13	5,900.00	4,406.13	5,900.00	4,406.13	5,900.00					
Department: 2080 - K-9 Total:	0.00	5,198.04	6,650.00	5,312.93	3,600.00	4,406.13	5,900.00	4,406.13	5,900.00	4,406.13	5,900.00					
Department: 2090 - POLICE SUPPORT																
60 - PERSONNEL SERVICES	1,254,978.00	1,227,567.60	1,511,873.00	1,333,927.93	1,681,803.00	1,276,428.90	1,679,736.00	1,276,428.90	1,679,736.00	1,276,428.90	1,679,736.00					

Category	2016-2017						2017-2018						2018-2019		Defined Budgets	
	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	Total Activity	YTD Activity	REV 1	2019-2020	REV 1		
65 - OPERATING COSTS	0.00	13,162.03	830.00	2,431.27	5,020.00	4,512.77	20,715.00	1,254,978.00	1,240,729.63	1,512,703.00	1,336,359.20	1,686,823.00	1,280,941.67	1,700,451.00		
Department: 2090 - POLICE SUPPORT Total:																
	2,753,796.00	2,483,541.94	2,868,400.00	2,698,287.86	4,208,130.00	1,496,467.98	4,460,200.00	2,753,796.00	2,483,541.94	2,868,400.00	2,698,287.86	4,208,130.00	1,496,467.98	4,460,200.00		
Department: 2100 - FIRE																
65 - OPERATING COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,753,796.00	2,483,541.94	2,868,400.00	2,698,287.86	4,208,130.00	1,496,467.98	4,460,200.00		
Department: 2100 - FIRE Total:																
	2,753,796.00	2,483,541.94	2,868,400.00	2,698,287.86	4,208,130.00	1,496,467.98	4,460,200.00	2,753,796.00	2,483,541.94	2,868,400.00	2,698,287.86	4,208,130.00	1,496,467.98	4,460,200.00		
Department: 2150 - BUILDING AND SAFETY																
60 - PERSONNEL SERVICES	354,707.00	375,486.49	457,120.00	452,118.93	465,723.00	384,336.22	618,179.00	275,980.00	282,074.70	395,180.00	527,497.96	1,012,015.00	811,006.64	676,055.00		
65 - OPERATING COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,500.00	30,470.45	0.00	0.00	0.00		
70 - CAPITAL IMPROVEMENTS	630,687.00	657,561.19	852,300.00	979,616.89	1,508,238.00	1,225,813.31	1,294,234.00	4,116,873.00	1,678,235.69	2,596,895.00	1,666,271.79	1,433,616.00	803,414.07	1,325,201.00		
Department: 2150 - BUILDING AND SAFETY Total:																
	630,687.00	657,561.19	852,300.00	979,616.89	1,508,238.00	1,225,813.31	1,294,234.00	4,116,873.00	1,678,235.69	2,596,895.00	1,666,271.79	1,433,616.00	803,414.07	1,325,201.00		
Department: 3100 - ENGINEERING AND PUBLIC WORKS																
60 - PERSONNEL SERVICES	243,503.00	271,945.05	514,420.00	539,109.00	433,566.00	331,496.12	724,320.00	3,873,370.00	1,394,340.64	2,082,475.00	1,126,482.71	999,550.00	471,917.95	540,881.00		
65 - OPERATING COSTS	0.00	11,950.00	0.00	680.08	500.00	0.00	60,000.00	0.00	11,950.00	0.00	680.08	500.00	0.00	60,000.00		
70 - CAPITAL IMPROVEMENTS	4,116,873.00	1,678,235.69	2,596,895.00	1,666,271.79	1,433,616.00	803,414.07	1,325,201.00	4,116,873.00	1,678,235.69	2,596,895.00	1,666,271.79	1,433,616.00	803,414.07	1,325,201.00		
Department: 3100 - ENGINEERING AND PUBLIC WORKS Total:																
	4,116,873.00	1,678,235.69	2,596,895.00	1,666,271.79	1,433,616.00	803,414.07	1,325,201.00	4,116,873.00	1,678,235.69	2,596,895.00	1,666,271.79	1,433,616.00	803,414.07	1,325,201.00		
Department: 3150 - REFUSE																
65 - OPERATING COSTS	0.00	4,239,047.30	4,979,080.00	4,928,367.82	5,000,000.00	3,891,230.03	0.00	0.00	4,239,047.30	4,979,080.00	4,928,367.82	5,000,000.00	3,891,230.03	0.00		
Department: 3150 - REFUSE Total:																
	0.00	4,239,047.30	4,979,080.00	4,928,367.82	5,000,000.00	3,891,230.03	0.00	0.00	4,239,047.30	4,979,080.00	4,928,367.82	5,000,000.00	3,891,230.03	0.00		
Department: 3250 - STREET MAINTENANCE																
60 - PERSONNEL SERVICES	196,184.00	195,947.41	322,795.00	336,585.01	475,729.00	387,626.28	532,023.00	1,236,700.00	1,028,665.19	1,436,451.00	1,163,314.70	1,490,477.00	804,085.29	1,347,169.00		
65 - OPERATING COSTS	0.00	52.38	220,000.00	-89,770.77	152,500.00	101,610.37	45,831.72	0.00	52.38	220,000.00	-89,770.77	152,500.00	101,610.37	45,831.72		
70 - CAPITAL IMPROVEMENTS	1,432,884.00	1,224,664.98	1,979,246.00	1,410,128.94	2,118,706.00	1,293,321.94	1,925,023.72	1,432,884.00	1,224,664.98	1,979,246.00	1,410,128.94	2,118,706.00	1,293,321.94	1,925,023.72		
Department: 3250 - STREET MAINTENANCE Total:																
	1,432,884.00	1,224,664.98	1,979,246.00	1,410,128.94	2,118,706.00	1,293,321.94	1,925,023.72	1,432,884.00	1,224,664.98	1,979,246.00	1,410,128.94	2,118,706.00	1,293,321.94	1,925,023.72		
Department: 6000 - BUILDING MAINTENANCE																
65 - OPERATING COSTS	0.00	0.00	0.00	0.00	440,289.00	331,876.90	471,084.00	0.00	0.00	0.00	0.00	100,000.00	8,019.00	0.00		
70 - CAPITAL IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Department: 6000 - BUILDING MAINTENANCE Total:																
	0.00	0.00	0.00	0.00	440,289.00	331,876.90	471,084.00	0.00	0.00	0.00	0.00	100,000.00	8,019.00	0.00		
Department: 6050 - PARKS AND GROUNDS MAINT																
60 - PERSONNEL SERVICES	1,360,870.00	1,347,034.70	1,602,805.00	1,515,187.34	1,745,349.00	1,296,069.74	2,066,094.00	502,050.00	436,578.05	1,007,625.00	709,352.29	949,934.95	648,803.06	1,155,741.00		
65 - OPERATING COSTS	145,000.00	1,151.27	50,000.00	4,037.09	52,200.00	10,461.86	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
70 - CAPITAL IMPROVEMENTS	2,007,920.00	1,784,764.02	2,660,430.00	2,228,576.72	2,747,483.95	1,955,334.66	3,271,835.00	2,007,920.00	1,784,764.02	2,660,430.00	2,228,576.72	2,747,483.95	1,955,334.66	3,271,835.00		
Department: 6050 - PARKS AND GROUNDS MAINT Total:																
	2,007,920.00	1,784,764.02	2,660,430.00	2,228,576.72	2,747,483.95	1,955,334.66	3,271,835.00	2,007,920.00	1,784,764.02	2,660,430.00	2,228,576.72	2,747,483.95	1,955,334.66	3,271,835.00		
Department: 6100 - COMMUNITY CENTER																
60 - PERSONNEL SERVICES	96,843.00	95,800.42	0.00	0.00	0.00	0.00	0.00	9,300.00	4,123.06	0.00	0.00	0.00	0.00	0.00		
65 - OPERATING COSTS	106,143.00	99,923.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Department: 6100 - COMMUNITY CENTER Total:																
	106,143.00	99,923.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Department: 6150 - CITY POOL																
60 - PERSONNEL SERVICES	38,682.00	25,028.72	40,735.00	57,008.00	76,304.00	30,884.44	32,381.00	31,300.00	23,734.25	14,300.00	25,205.10	34,460.00	16,675.03	28,700.00		
65 - OPERATING COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Department: 6150 - CITY POOL Total:																
	38,682.00	25,028.72	40,735.00	57,008.00	76,304.00	30,884.44	32,381.00	31,300.00	23,734.25	14,300.00	25,205.10	34,460.00	16,675.03	28,700.00		

Budget Worksheet

For Fiscal: 2018-2019 Period Ending: 06/30/2019

Defined Budgets

Category	2016-2017 Total Budget	2016-2017 Total Activity	2017-2018 Total Budget	2017-2018 Total Activity	2018-2019 Total Budget	2018-2019 YTD Activity	2019-2020 REV 1
70 - CAPITAL IMPROVEMENTS	2,500.00	0.00	2,500.00	0.00	0.00	0.00	0.00
	72,482.00	48,762.98	57,535.00	82,213.10	110,764.00	47,559.47	61,081.00
	533,339.00	8,260,813.34	13,789.00	5,267,633.51	0.00	-1,091,465.27	-262,733.21

Department: 6150 - CITY POOL Total:

Report Surplus (Deficit):

MEMO

To: City of Beaumont
From: Townsend Public Affairs, Inc.
Date: May 3, 2019
Subject: April 2019 Monthly Update

SUMMARY

This memo is an overview of activities by Townsend Public Affairs ("TPA") on work conducted on behalf of the City of Beaumont ("City"), including the following items:

- *Grants*
- *State and Federal Activities*
- *Upcoming Funding Activities*
- *Legislative Matrix*



GRANTS

Cultural, Community and Natural Resources Grant Program

On February 13, 2019, TPA worked with City staff to submit a concept proposal to the Cultural, Community, and Natural Resources Grant Program (CCNR). The proposal is for the rehabilitation of the Beaumont Sports Park. Proposition 68 appropriated \$40 million to the California Natural Resources Agency for competitive grants that protect, restore, and enhance California's cultural, community and natural resources. On March 26, the Agency sent an update that due to the overwhelming interest in the program, proposals are still in the process of being evaluated. Agency received over 200 proposals, requesting over \$400 million.

The Department was overwhelmed with the interest in this newly created grant program. They contacted applicants this month and unfortunately over ninety percent of the applicants were not granted a site visit.

Southern California Association of Governments

On March 7, 2019, the Southern California Association of Governments (SCAG) Board took action on Sustainable Communities Program (SCP) award recommendations. As part of the Green Region Initiatives, TPA worked with City staff to prepare an application for funding that would allow the City to prepare a parking strategies plan. SCAG recommended the City's application be awarded and will be included in the list of proposed projects that will be submitted to the California Transportation Commission (CTC) for final approval. We anticipate the recommendations will be placed on the agenda for the June meeting.

SB 2 Planning Grants

Senate Bill 2 directs the California Housing and Community Development Department (HCD) to use 50 percent of the revenue in the first year to establish a program that provides financial and technical assistance to local governments to update planning documents and zoning ordinances in order to streamline housing production. Eligible activities must demonstrate a nexus to accelerating housing production and may include updates to general plans, community plans, specific plans, and updates to zoning ordinances. These applications will be funded on a first come first serve basis. TPA is working with City staff to apply for a much-needed zoning update. The application should be ready to submit by the beginning of June.

Statewide Parks Program

TPA is currently working with City staff to identify a project for the Statewide Park Development and Community Revitalization Program. Funded under Proposition 68, this program offers competitive grants to create new recreations opportunities to underserved communities. Applications are due on August 4, 2019.

Proposition 68 – Per Capita Program

Proposition 68, passed by voters in June 2018, provided \$185 million for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Each city is

guaranteed a minimum of \$200,000 to rehabilitate or improve park access in existing parks. The California Department of Parks and Recreation is administering the Per Capita Program and has recently released draft guidelines to help cities navigate the application and award process. All projects require a 20 percent match unless the applicant serves a severely disadvantaged community, defined as having a median household income of less than 60 percent of the statewide average.

TPA is prepared to assist the City with applying for these funds if needed and will continue to keep the City informed as this program continues to develop.

STATE AND FEDERAL UPDATE

State Legislative Update

After the Legislature returned from Spring Recess, legislators had only five working days to pass fiscal bills out of their assigned policy committees before the April 26 deadline. This is the first step in the legislative process for bills to either move forward to their appropriations committees or “die” in their house of origin. There have been nearly 3,000 bills introduced in the first year of this two-year session and only 330 of them failed passage before the April 26 deadline. Those bills are now two-year bills and will be considered again in January 2020.

This policy committee deadline is not only the first time that bills are considered by committees, but also provides the public with their first opportunity to voice their opposition or support for a bill. As a result, Sacramento hosted a myriad of demonstrators and activists in April expressing their opinions on a variety of topics, including police use of force, vaccination exemptions, homelessness, and housing.

Below is a list of key upcoming deadlines in the Legislature:

May 3 – Last day for policy committees to hear and report non-fiscal bills to the floor

May 14 – Governor to release May Revise of the State Budget

May 17 – Last day for fiscal committees to refer bills to the floor

May 31 – Last day for bills to be passed out of their house of origin

Police Use of Force Legislation

Two competing bills on police use of force procedures sparked significant debate over the last month. SB 230 (Caballero), initially backed by the police chiefs and unions, would overhaul police training regarding appropriate use of force by emphasizing de-escalation techniques and other use of force alternatives. The bill would also require local agencies to make their use of force policies accessible to the public.

After taking significant amendments in the Senate Public Safety Committee, SB 230 is now legislatively linked to AB 392 (Weber), a bill that would limit the circumstances where police use of deadly force is legal. AB 392 is supported by advocates that are opposed to police use of

deadly force, whereas those opposed to the bill have argued that it would make it easier to prosecute police officers for applying deadly force and exposes them to criminal liability.

SB 230 was amended to exclude language pertaining to standards for justified use of deadly force and add provisions that makes SB 230 contingent on the passage of AB 392. In other words, SB 230 does not become law unless AB 392 also becomes law. SB 230 would still make specific changes to police training while AB 392 would make changes to the statewide use of force standards.

According to the Chair of the Public Safety Committee, Nancy Skinner (D-Berkeley), this approach allows for the legislative solution to move forward in both chambers. SB 230 passed the Senate Committee on Public Safety and has now been referred to Appropriations, while AB 392 passed the Assembly Committee on Public Safety and has been referred to the Rules Committee for further consideration.

When we last discussed these two bills, the City expressed their desire to oppose AB 392 and support SB 230. As the two bills have been linked to one another, the City should consider whether to oppose both bills or continue to watch how the bills progress.

Housing

SB 50 (Wiener), this year's comprehensive housing legislation, passed the Senate Governance and Finance Committee on April 24. It will now be considered in the Senate Appropriations Committee prior to the deadline on May 17. After a last-minute compromise between Senator Weiner and the Chair of the Senate Governance and Finance Committee, Senator Mike McGuire, SB 4 (McGuire), considered to be the competing Senate housing measure, has been held in committee.

SB 50 aims to increase housing in high-density transit hubs throughout the state by requiring up-zoning and density minimums. The bill was substantially amended last week prior to its approval by the Senate Governance and Finance Committee. Below is a summary of the relevant adopted amendments:

Statewide provisions

- Sensitive communities agreement with housing advocates:
 - Prioritize designated high-segregation, poverty stricken, and low-resource areas.
 - Target communities that have been adversely affected by pollution, as defined by the State Office of Environmental Health Hazard Assessment (OEHHA).
 - Include federally recognized low-income households as defined by the 2019 Housing and Urban (HUD) development qualified census tracts.
 - COGs will run a process to identify sensitive communities with minimum requirements for outreach to disadvantaged populations.
 - Opt in before July 1, 2025 to planning process based on petition with 20% population in census tract signing and specified outreach requirements.
- Changes to ensure offsite affordable housing is actually built, no certificate of occupancy on market rate without building permit, and must be near transit and within half mile of original project site.
- Commitment to include inclusionary percentages that are worked out with housing advocates and agreeable to the Senate Governance and Finance Committee.

- Creation of fourplexes by right (regardless of jurisdiction population) in residential areas on vacant land and allows conversions of existing structures—but no demolition, as follows:
 - 75% of exterior walls must be intact and no more than +15% increase square footage. Must also abide by all other local regulations (setbacks, lot coverage, FAR, height, etc).
 - Must include SB 35 limitations on eligible parcels.
- Exempt very high fire hazard severity zones.
- Exempt coastal zone in cities with populations less than 50,000.
- Restrict bill to infill parcels in coastal zone regardless of jurisdiction size.

In counties over 600,000 population:

- SB 50 zoning provisions regarding rail, ferry, job rich, and bus stop (as modified below):
 - Exempt contributing parcels in legislatively-adopted historic districts in existence as of 2010, and density bonus language going forward
 - Bus stops: Shorten headways to 10 minutes during peak times to qualify. Clarify that it's each line going in each direction. Must have met the headway standard for the past 5 years.
- SB 50 parking (no parking around rail, 0.5 spaces per unit minimum elsewhere)

As SB 50 moves forward, TPA will continue to advocate for increased flexibility and local control so cities can determine the housing options that are best for their communities.

Transportation Corridor Agencies

The Assembly Committee on Local Government heard testimony on AB 1273 (Brough) which would transfer planning authority from the Transportation Corridor Agencies (TCA) to the State by January 1, 2020.

Since 1987, TCA has been the agency responsible for building, maintaining, and improving the toll roads in Orange County. It was formed as a joint powers authority and is governed by a Board of Directors comprised of city and county officials. According to the author, AB 1273 was written to prevent TCA from operating as a planning entity and would make TCA the agency designated for toll road building and maintenance only.

On April 24, the bill was heard in the Assembly Local Government Committee but was not considered for a vote. Assemblymember Brough expressed his willingness to work with TCA and other interested parties on compromise legislation, and Chair Aguiar-Curry (D-Napa) expressed her willingness to reconsider the bill once that happens.

The bill was not voted on, and therefore missed the April 26 committee deadline, which now makes it a two-year bill. TPA will continue to monitor this bill and any related legislative negotiations.

Governor Newsom Signs Sales Tax Legislation

On April 25, Governor Newsom signed AB 147 (Burke) into law. This bill was introduced on the heels of a Supreme Court ruling (*South Dakota v. Wayfair*) that opened the door for states to require out-of-state retailers to collect sales tax on transactions to in-state residents. The bill requires any retailer that sells more than \$500,000 in goods to register to collect and remit use taxes.

The goal of the legislation is to make tax collection easier for consumers and out-of-state retailers by shifting tax collection responsibilities to the online marketplace. The bill enjoyed unanimous support in both the Assembly and Senate and included an urgency clause which makes the bill effective immediately.

Federal Update

Earlier this month, President Trump released his full budget proposal. The proposal confirmed some expected top-line budget cuts to the Department of Commerce, Department of Energy, Department of Justice, Department of Transportation, and others.

The House and Senate will propose their own funding levels for each federal program. In years past, most of the cuts or eliminations proposed by the President were not included in Congress's funding bills. However, it is important to see where the Administration is starting, which can indicate the presidential appetite for signing off on a significantly different funding bill down the road. Now is the time to submit Appropriations letters to inform Federal Representatives what programs are a priority for the City.

On March 28, a group of members of Congress, led by Senator Dianne Feinstein and Congressman Ted Lieu, introduced a long-awaited bill to fight homelessness. This bill authorizes \$750 million annually for five years to fund supportive housing models that provide comprehensive services and intensive case management. This bill has been in the works behind the scenes for nearly a year, as members and staff have worked to get buy-in from over 90 individuals and organizations, including mayors, the Child Welfare League of America, Children's Defense Fund, Corporation for Supportive Housing, Mayors and CEOs for U.S. Housing Investment, National Alliance to End Homelessness, and the National Low Income Housing Coalition.

The coordinated introduction in the House and Senate, the Republican cosponsors, and the influential place Senator Feinstein has on the appropriations committee make this bill one to watch. Any proposal of new investment is a hard lift these days, but this bill has a lot of momentum.

UPCOMING FUNDING ACTIVITY

TPA monitors and routinely sends grant opportunities that may be of interest to the City. In addition, we regularly communicate with City staff to identify potential needs and priority program areas. Below is a list of grant opportunities provided to the City and the current status of each upcoming grant program.

Upcoming Grant Programs	
<p>Senate Bill 2 Planning Grants: California Housing and Community Development Department (HCD) will provide financial and technical assistance to local governments to update planning documents and zoning ordinances in order to streamline housing production.</p>	<p>Status: First Come First Serve</p>
<p>Urban Greening Infrastructure Grant Program: Proposition 68 authorized the Legislature to appropriate \$18.5 million to the California Natural Resources Agency for competitive grants for multi-benefit green infrastructure investments in or benefiting disadvantaged or severely disadvantaged communities.</p>	<p>Status: Guidelines are currently being developed</p>
<p>Proposition 68 Per Capita Program: Funds are available from Proposition 68 for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis.</p>	<p>Status: Application due Fall 2019</p>
<p>Statewide Parks Program: Funded under Proposition 68, the Statewide Park Program will fund projects that create new parks or enhance existing parks with new recreational opportunities in underserved communities</p>	<p>Status: Application due August 5, 2019</p>
<p>Storm Water Grant Program - Multi-benefit storm water management projects which may include, but shall not be limited to, green infrastructure, rainwater and storm water capture projects and storm water treatment facilities.</p>	<p>Status: Applications open Summer 2019</p>
<p>California Trails and Greenways Investment Program: 27.7 million available for trail projects. Anticipate draft guidelines and public hearings for release in Summer 2019.</p>	<p>Status: Application open Fall 2019</p>

**City of Beaumont
2019-20 Legislative Report (5/2/2019)**

AB 11

(Chiu D) Community Redevelopment Law of 2019.

Current Text: Amended: 4/11/2019 [html](#) [pdf](#)

Status: 4/25/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 6. Noes 2.) (April 24). Re-referred to Com. on APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law dissolved redevelopment agencies as of February 1, 2012, and designates successor agencies to act as successor entities to the dissolved redevelopment agencies. This bill, the Community Redevelopment Law of 2019, would authorize a city or county, or two or more cities acting jointly, to propose the formation of an affordable housing and infrastructure agency by adoption of a resolution of intention that meets specified requirements, including that the resolution of intention include a passthrough provision and an override passthrough provision, as defined.

Organization Position
City of Beaumont Watch

Department

AB 14

(Rivas, Luz D) Multifamily Housing Program: homeless youths: homeless families.

Current Text: Introduced: 12/3/2018 [html](#) [pdf](#)

Status: 1/17/2019-Referred to Com. on H. & C.D.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would appropriate an unspecified sum from the General Fund into the Housing Rehabilitation Loan Fund to be expended under the Multifamily Housing Program to fund housing for homeless youths and homeless families in accordance with certain requirements, including that the department prioritize loans to housing projects in disadvantaged communities, as defined, and that unspecified amounts be set aside for both certain homeless youths and certain homeless families.

Organization Position
City of Beaumont Watch

Department

AB 40

(Ting D) Zero-emission vehicles: comprehensive strategy.

Current Text: Introduced: 12/3/2018 [html](#) [pdf](#)

Status: 4/26/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was TRANS. on 1/24/2019) (May be acted upon Jan 2020)

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would, no later than January 1, 2021, require the State Air Resources Board to develop a comprehensive strategy to ensure that the sales of new motor vehicles and new light-duty trucks in the state have transitioned fully to zero-emission vehicles, as defined, by 2040, as specified.

Organization Position
City of Beaumont Watch

Department

AB 68

(Ting D) Land use: accessory dwelling units.

Current Text: Amended: 4/3/2019 [html](#) [pdf](#)

Status: 4/24/2019-In committee: Set, first hearing. Referred to APPR. suspense file.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Planning and Zoning Law authorizes a local agency to provide, by ordinance, for the creation of accessory dwelling units in single-family and multifamily residential zones and sets forth required ordinance standards, including, among others, lot coverage. This bill would delete the provision authorizing the imposition of standards on lot coverage and would prohibit an ordinance from imposing requirements on minimum lot size.

Organization Position
City of Beaumont Watch

Department

AB 139

(Quirk-Silva D) Emergency and Transitional Housing Act of 2019.

Current Text: Amended: 4/10/2019 [html](#) [pdf](#)

Status: 4/25/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 0.) (April 24). Re-referred to Com. on APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the housing element to contain specified information and analysis, including an assessment of housing needs and an inventory of resources and constraints relevant to the meeting of those needs that includes, among other things, the identification of a zone or zones where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit. Current law requires the identified zone or zones to include sufficient capacity to accommodate the need for emergency shelter, as specified. This bill would define "sufficient capacity" for these purposes.

Organization **Position** **Department**
 City of Beaumont Watch

AB 147

(Burke D) Use taxes: collection: retailer engaged in business in this state: marketplace facilitators.

Current Text: Chaptered: 4/25/2019 [html](#) [pdf](#)

Status: 4/25/2019-Approved by the Governor. Chaptered by Secretary of State - Chapter 5, Statutes of 2019.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would specify that, on and after April 1, 2019, a retailer engaged in business in this state includes any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property for delivery in this state by the retailer and all persons related to the retailer that exceed \$500,000. The bill would allow the California Department of Tax and Fee Administration to grant relief to certain retailers engaged in business in this state for specified interest or penalties imposed on use tax liabilities due and payable for tax reporting periods beginning April 1, 2019 and ending December 31, 2022.

Organization **Position** **Department**
 City of Beaumont Watch

AB 213

(Reyes D) Local government finance: property tax revenue allocations: vehicle license fee adjustments.

Current Text: Introduced: 1/15/2019 [html](#) [pdf](#)

Status: 4/10/2019-In committee: Set, first hearing. Referred to APPR. suspense file.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would, for the 2019–20 fiscal year, require the vehicle license fee adjustment amount to be the sum of the vehicle license fee adjustment amount in the 2018–19 fiscal year, the product of that sum and the percentage change in gross taxable assessed valuation within the jurisdiction of that entity between the 2018–19 fiscal year to the 2018–19 fiscal year, and the product of the amount of specified motor vehicle license fee revenues that the Controller allocated to the applicable city in July 2010 and 1.17.

Organization **Position** **Department**
 City of Beaumont Watch

AB 392

(Weber D) Peace officers: deadly force.

Current Text: Amended: 3/27/2019 [html](#) [pdf](#)

Status: 4/10/2019-From committee: Do pass and re-refer to Com. on RLS. (Ayes 6. Noes 2.) (April 9). Re-referred to Com. on RLS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would redefine the circumstances under which a homicide by a peace officer is deemed justifiable to include when the killing is in self-defense or the defense of another, consistent with the existing legal standard for self-defense, or when the killing is necessary to prevent the escape of a fleeing felon whose immediate apprehension is necessary to prevent death or serious injury. The bill would additionally bar the use of this defense if the peace officer acted in a criminally negligent manner that caused the death, including if the officer’s criminally negligent actions created the necessity for the use of deadly force.

Organization **Position** **Department**
 City of Beaumont Watch

AB 485

(Medina D) Local government: economic development subsidies.

Current Text: Introduced: 2/12/2019 [html](#) [pdf](#)

Status: 4/25/2019-Read second time. Ordered to third reading.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires each local agency, as defined, to provide specified information to the

public before approving an economic development subsidy within its jurisdiction, and to, among other things, hold hearings and report on those subsidies, as provided. Current law defines "economic development subsidy" for these purposes. This bill, on and after January 1, 2020, would similarly require each local agency to provide specified information to the public before approving an economic development subsidy for a warehouse distribution center, as defined, and to, among things, hold hearings and report on those subsidies, as provided.

Organization **Position** **Department**
 City of Beaumont Watch

AB 510

(Cooley D) Local government records: destruction of records.

Current Text: Introduced: 2/13/2019 [html](#) [pdf](#)

Status: 2/21/2019-Referred to Com. on L. GOV.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conf. Conc.			

Summary: Current law authorizes the head of a department of a county or city, or the head of a special district to destroy recordings of telephone and radio communications maintained by that county, city, or special district after 100 days if that person receives approval from the legislative body and the written consent of the agency attorney. This bill would exempt the head of a department of a county or city, or the head of a special district from these recording retention requirements if the county, city, or special district adopts a records retention policy governing recordings of routine video monitoring and recordings of telephone and radio communications.

Organization **Position** **Department**
 City of Beaumont Watch

AB 694

(Irwin D) Veterans Housing and Homeless Prevention Bond Act of 2019.

Current Text: Introduced: 2/19/2019 [html](#) [pdf](#)

Status: 4/24/2019-In committee: Set, first hearing. Referred to APPR. suspense file.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conf. Conc.			

Summary: Would enact the Veterans Housing and Homeless Prevention Bond Act of 2019 to authorize the issuance of bonds in an unspecified amount to provide additional funding for the VHHPA. The bill would provide for the handling and disposition of the funds in the same manner as the 2014 bond act.

Organization **Position** **Department**
 City of Beaumont Watch

AB 747

(Levine D) Planning and zoning: general plan: safety element.

Current Text: Amended: 4/1/2019 [html](#) [pdf](#)

Status: 4/25/2019-Read second time. Ordered to Consent Calendar.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conf. Conc.			

Summary: Would, upon the next revision of a local hazard mitigation plan on or after January 1, 2020, or beginning on or before January 1, 2021, if a local jurisdiction has not adopted a local hazard mitigation plan, require the safety element to be reviewed and updated as necessary to identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios. The bill would authorize a city or county that has adopted a local hazard mitigation plan, emergency operations plan, or other document that fulfills commensurate goals and objectives to use that information in the safety element to comply with this requirement by summarizing and incorporating by reference that other plan or document in the safety element.

Organization **Position** **Department**
 City of Beaumont Watch

AB 750

(Chen R) School safety: school resource officers.

Current Text: Amended: 3/28/2019 [html](#) [pdf](#)

Status: 4/26/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was ED. on 3/14/2019) (May be acted upon Jan 2020)

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conf. Conc.			

Summary: Would require a school district or a charter school to hire or contract with at least one school resource officer, as defined, authorized to carry a loaded firearm, to be present at each school of the school district or charter school during regular school hours and any other time when pupils are present on campus. By imposing an additional requirement on school districts and charter schools, the bill would impose a state-mandated local program.

Organization **Position** **Department**
 City of Beaumont Watch

AB 761

(Nazarian D) State armories: homeless shelters.

Current Text: Amended: 4/8/2019 [html](#) [pdf](#)

Status: 4/25/2019-Read second time. Ordered to Consent Calendar.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would authorize, at the sole discretion of the Adjutant General, the use of any armory deemed vacant by the Military Department throughout the year by the county or city in which the armory is located for the purpose of providing temporary shelter from hazardous weather conditions for homeless persons.

Organization	Position	Department
City of Beaumont	Watch	

AB 847

(Grayson D) Housing: transportation-related impact fees grant program.

Current Text: Amended: 3/27/2019 [html](#) [pdf](#)

Status: 4/26/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was H. & C.D. on 4/1/2019)(May be acted upon Jan 2020)

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require the Department of Housing and Community Development , upon appropriation by the Legislature, to establish a competitive grant program to award grants to cities and counties to offset up to 100% of any transportation-related impact fees exacted upon a qualifying housing development project, as defined, by the local jurisdiction.

Organization	Position	Department
City of Beaumont	Watch	

AB 1096

(Melendez R) Firearms: concealed carry licenses.

Current Text: Introduced: 2/21/2019 [html](#) [pdf](#)

Status: 4/26/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was PUB. S. on 3/7/2019) (May be acted upon Jan 2020)

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require the sheriff of a county, or the chief or other head of a municipal police department, to issue a license to carry a concealed handgun or to carry a loaded and exposed handgun, as specified, if good cause exists for the issuance and the applicant is of good moral character and satisfies certain other criteria.

Organization	Position	Department
City of Beaumont	Watch	

AB 1184

(Gloria D) Public records: writing transmitted by electronic mail: retention.

Current Text: Amended: 4/24/2019 [html](#) [pdf](#)

Status: 5/1/2019-In committee: Set, first hearing. Referred to APPR. suspense file.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would, unless a longer retention period is required by statute or regulation, require a public agency for purposes of the California Public Records Act to retain and preserve for at least 2 years every writing containing information relating to the conduct of the public’s business prepared, owned, or used by any public agency that is transmitted by electronic mail or other similar messaging system.

Organization	Position	Department
City of Beaumont	Watch	

AB 1266

(Rivas, Robert D) Traffic control devices: bicycles.

Current Text: Amended: 4/2/2019 [html](#) [pdf](#)

Status: 5/1/2019-In committee: Hearing postponed by committee.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law authorizes the Department of Transportation or local authorities to erect official traffic control devices within or adjacent to intersections of highways under their respective jurisdictions to regulate or prohibit turning movements at those intersections. When a turn is required, existing law requires the erection of a sign giving notice of that requirement, except as specified. Current law prohibits a driver of a vehicle from disobeying the directions of a traffic control device erected pursuant to that provision. This bill would exempt from the prohibition described above drivers of bicycles traveling straight through an intersection, if there is a striped bike lane between the right-

turn only lane and the adjacent through lane and pavement markings ensuring that bicycles may travel to the left of vehicles turning right.

Organization **Position**
City of Beaumont Watch

Department

AB 1486 **(Ting D) Local agencies: surplus land.**

Current Text: Amended: 4/11/2019 [html](#) [pdf](#)

Status: 4/25/2019-Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. (Ayes 5. Noes 1.) (April 24). Re-referred to Com. on APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law prescribes requirements for the disposal of surplus land by a local agency. Current law defines "local agency" for these purposes as every city, county, city and county, and district, including school districts of any kind or class, empowered to acquire and hold real property. This bill would expand the definition of "local agency" to include sewer, water, utility, and local and regional park districts, joint powers authorities, successor agencies to former redevelopment agencies, housing authorities, and other political subdivisions of this state and any instrumentality thereof that is empowered to acquire and hold real property, thereby requiring these entities to comply with these requirements for the disposal of surplus land. The bill would specify that the term "district" includes all districts within the state, and that this change is declaratory of existing law.

Organization **Position**
City of Beaumont Watch

Department

AB 1487 **(Chiu D) San Francisco Bay area: housing development: financing.**

Current Text: Amended: 4/29/2019 [html](#) [pdf](#)

Status: 4/30/2019-Re-referred to Com. on APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law provides for the establishment of various special districts that may support and finance housing development, including affordable housing special beneficiary districts that are authorized to promote affordable housing development with certain property tax revenues that a city or county would otherwise be entitled to receive. This bill, the San Francisco Bay Area Regional Housing Finance Act, would establish the Housing Alliance for the Bay Area (hereafter the entity) and would state that the entity's purpose is to increase affordable housing in the San Francisco Bay area, as defined, by providing for enhanced funding and technical assistance at a regional level for tenant protection, affordable housing preservation, and new affordable housing production.

Organization **Position**
City of Beaumont Watch

Department

AB 1708 **(Rodriguez D) Emergency response: trauma kits.**

Current Text: Amended: 4/10/2019 [html](#) [pdf](#)

Status: 4/24/2019-In committee: Set, first hearing. Referred to APPR. suspense file.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law exempts from civil liability any person who, in good faith and not for compensation, renders emergency medical or nonmedical care or assistance at the scene of an emergency other than an act or omission constituting gross negligence or willful or wanton misconduct. Current law exempts public or private organizations that sponsor, authorize, support, finance, or supervise the training of people, or certifies those people in emergency medical services, from liability for civil damages alleged to result from those training programs. This bill would define "trauma kit" to mean a first aid response kit that contains specified items, including, among other things, at least 2 tourniquets.

Organization **Position**
City of Beaumont Watch

Department
Police
Department

AB 1713 **(Burke D) Vehicles: driving under the influence.**

Current Text: Introduced: 2/22/2019 [html](#) [pdf](#)

Status: 4/26/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was PUB. S. on 3/18/2019) (May be acted upon Jan 2020)

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law prohibits a person from driving a motor vehicle when the person has 0.08 percent or more, by weight, of alcohol in their blood. This bill would instead prohibit a person from

driving a motor vehicle when the person has 0.05 percent or more, by weight, of alcohol in their blood.

Organization **Position**
City of Beaumont Watch

Department

ACA 1

(Aguiar-Curry D) Local government financing: affordable housing and public infrastructure: voter approval.

Current Text: Amended: 3/18/2019 [html](#) [pdf](#)

Status: 4/24/2019-In committee: Set, first hearing. Referred to APPR. suspense file.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements.

Organization **Position**
City of Beaumont Watch

Department

ACA 13

(Obernolte R) Local sales taxes: online sales.

Current Text: Introduced: 3/26/2019 [html](#) [pdf](#)

Status: 3/28/2019-Introduced measure version corrected.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would provide that, on and after January 1, 2021, for the purpose of distributing the revenues derived under a sales tax imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law, the retail sale of tangible personal property by a qualified retailer, as defined, that is transacted online is instead consummated at the point of the delivery of that tangible personal property to the purchaser's address or to any other delivery address designated by the purchaser.

Organization **Position**
City of Beaumont Watch

Department

SB 4

(McGuire D) Housing.

Current Text: Amended: 4/10/2019 [html](#) [pdf](#)

Status: 4/26/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was GOV. & F. on 4/2/2019) (May be acted upon Jan 2020)

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would authorize a development proponent of a neighborhood multifamily project or eligible transit-oriented development (TOD) project located on an eligible parcel to submit an application for a streamlined, ministerial approval process that is not subject to a conditional use permit. The bill would define a "neighborhood multifamily project" to mean a project to construct a multifamily unit of up to 2 residential dwelling units in a nonurban community, as defined, or up to 4 residential dwelling units in an urban community, as defined, that meets local height, setback, and lot coverage zoning requirements as they existed on July 1, 2019.

Organization **Position**
City of Beaumont

Department

SB 5

(Beall D) Affordable Housing and Community Development Investment Program.

Current Text: Amended: 4/23/2019 [html](#) [pdf](#)

Status: 4/29/2019-April 29 hearing: Placed on APPR. suspense file.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would establish in state government the Affordable Housing and Community Development Investment Program, which would be administered by the Affordable Housing and Community Development Investment Committee. The bill would authorize a city, county, city and county, joint powers agency, enhanced infrastructure financing district, affordable housing authority, community revitalization and investment authority, transit village development district, or a combination of those entities, to apply to the Affordable Housing and Community Development Investment Committee to participate in the program and would authorize the committee to approve or deny plans for projects meeting specific criteria.

Organization **Position**

Department

SB 6

(Beall D) Residential development: available land.

Current Text: Amended: 4/23/2019 [html](#) [pdf](#)

Status: 4/29/2019-April 29 hearing: Placed on APPR. suspense file.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require the Department of Housing and Community Development to furnish the Department of General Services with a list of local lands suitable and available for residential development as identified by a local government as part of the housing element of its general plan. The bill would require the Department of General Services to create a database of that information and information regarding state lands determined or declared excess and to make this database available and searchable by the public by means of a link on its internet website.

Organization **Position** **Department**
 City of Beaumont Watch

SB 18

(Skinner D) Keep Californians Housed Act.

Current Text: Amended: 4/30/2019 [html](#) [pdf](#)

Status: 4/30/2019-Read second time and amended. Re-referred to Com. on APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law establishes the Department of Consumer Affairs (DCA) under the control of a civil executive officer known as the Director of Consumer Affairs. Current law requires, among other things, that the director provide for the establishment of a comprehensive library of books, documents, studies, and other materials relating to consumers and consumer problems. This bill, no later than January 1, 2021, would require DCA to publish on its internet website, and to biannually update, a guide to all state laws pertaining to landlords and the landlord-tenant relationship.

Organization **Position** **Department**
 City of Beaumont Watch

SB 45

(Allen D) Wildfire, Drought, and Flood Protection Bond Act of 2020.

Current Text: Amended: 4/4/2019 [html](#) [pdf](#)

Status: 5/1/2019-May 6 set for first hearing canceled at the request of author.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would enact the Wildfire, Drought, and Flood Protection Bond Act of 2020, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$4,300,000,000 pursuant to the State General Obligation Bond Law to finance projects to restore fire damaged areas, reduce wildfire risk, create healthy forest and watersheds, reduce climate impacts on urban areas and vulnerable populations, protect water supply and water quality, protect rivers, lakes, and streams, reduce flood risk, protect fish and wildlife from climate impacts, improve climate resilience of agricultural lands, and protect coastal lands and resources.

Organization **Position** **Department**
 City of Beaumont Watch

SB 50

(Wiener D) Planning and zoning: housing development: incentives.

Current Text: Amended: 5/1/2019 [html](#) [pdf](#)

Status: 5/1/2019-Read second time and amended. Re-referred to Com. on APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would authorize a development proponent of a neighborhood multifamily project located on an eligible parcel to submit an application for a streamlined, ministerial approval process that is not subject to a conditional use permit. The bill would define a "neighborhood multifamily project" to mean a project to construct a multifamily structure on vacant land, or to convert an existing structure that does not require substantial exterior alteration into a multifamily structure, consisting of up to 4 residential dwelling units and that meets local height, setback, and lot coverage zoning requirements as they existed on July 1, 2019.

Organization **Position** **Department**
 City of Beaumont

SB 127

(Wiener D) Transportation funding: active transportation: complete streets.

Current Text: Amended: 4/30/2019 [html](#) [pdf](#)

Status: 4/30/2019-Read second time and amended. Re-referred to Com. on APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would establish a Division of Active Transportation within the Department of Transportation and require that an undersecretary of the Transportation Agency be assigned to give attention to active transportation program matters to guide progress toward meeting the department's active transportation program goals and objectives. The bill would require the California Transportation Commission to give high priority to increasing safety for pedestrians and bicyclists and to the implementation of bicycle and pedestrian facilities.

Organization **Position**
City of Beaumont Watch

Department

SB 128

(Beall D) Enhanced infrastructure financing districts: bonds: issuance.

Current Text: Amended: 3/21/2019 [html](#) [pdf](#)

Status: 3/28/2019-Read third time. Passed. (Ayes 24. Noes 7.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law authorizes the legislative body of a city or a county to establish an enhanced infrastructure financing district, with a governing body referred to as a public financing authority, to finance public capital facilities or other specified projects of communitywide significance. Current law requires a public financing authority to adopt an infrastructure financing plan and hold a public hearing on the plan, as specified. Current law authorizes the public financing authority to issue bonds for these purposes upon approval by 55% of the voters voting on a proposal to issue the bonds. Current law requires the proposal submitted to the voters by the public financing authority and the resolution for the issuance of bonds following approval by the voters to include specified information regarding the bond issuance. This bill would instead authorize the public financing authority to issue bonds for these purposes without submitting a proposal to the voters.

Organization **Position**
City of Beaumont Watch

Department

SB 144

(Mitchell D) Criminal fees.

Current Text: Amended: 3/27/2019 [html](#) [pdf](#)

Status: 4/26/2019-Set for hearing May 6.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law imposes various fees contingent upon a criminal arrest, prosecution, or conviction for the cost of administering the criminal justice system, including administering probation and diversion programs, collecting restitution orders, processing arrests and citations, administering drug testing, incarcerating inmates, facilitating medical visits, and sealing or expunging criminal records. This bill would repeal the authority to collect these fees, among others. The bill would make the unpaid balance of any court-imposed costs unenforceable and uncollectible and would require any portion of a judgment imposing those costs to be vacated.

Organization **Position**
City of Beaumont Watch

Department

SB 200

(Monning D) Safe and Affordable Drinking Water Fund.

Current Text: Amended: 4/29/2019 [html](#) [pdf](#)

Status: 4/29/2019-Read second time and amended. Re-referred to Com. on APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would establish the Safe and Affordable Drinking Water Fund in the State Treasury to help water systems provide an adequate and affordable supply of safe drinking water in both the near and the long term. The bill would authorize the board to provide for the deposit into the fund of federal contributions, voluntary contributions, gifts, grants, and bequests and would provide that moneys in the fund are available, upon appropriation by the Legislature, to the board to fund grants, loans, contracts, or services to assist eligible recipients.

Organization **Position**
City of Beaumont Watch

Department

SB 230

(Caballero D) Law enforcement: use of deadly force: training: policies.

Current Text: Amended: 4/30/2019 [html](#) [pdf](#)

Status: 4/30/2019-Read second time and amended. Re-referred to Com. on APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require each law enforcement agency to maintain a policy that provides guidelines on the use of force, utilizing deescalation techniques and other alternatives to force when feasible, specific guidelines for the application of deadly force, and factors for evaluating and reviewing all use of force incidents, among other things. The bill would require each agency to make their use of force policy accessible to the public. By imposing additional duties on local agencies, this bill would create a state-mandated local program.

Organization Position Department
City of Beaumont Watch

SB 280

(Jackson D) Older adults and persons with disabilities: fall prevention.

Current Text: Amended: 4/10/2019 [html](#) [pdf](#)

Status: 4/26/2019-Set for hearing May 6.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Mello-Granlund Older Californians Act establishes the California Department of Aging, and sets forth its duties and powers, including, among other things, entering into a contract for the development of information and materials to educate Californians on the concept of "aging in place" and the benefits of home modification. Current law also establishes the Senior Housing Information and Support Center within the department for the purpose of providing information and training relating to available innovative resources and senior services, and housing options and home modification alternatives designed to support independent living or living with family. This bill would repeal those provisions relating to the department's provision of information on housing and home modifications for seniors.

Organization Position Department
City of Beaumont Watch

SB 330

(Skinner D) Housing Crisis Act of 2019.

Current Text: Amended: 4/24/2019 [html](#) [pdf](#)

Status: 4/24/2019-Read second time and amended. Re-referred to Com. on APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The The Housing Accountability Act requires a local agency that proposes to disapprove a housing development project that complies with applicable, objective general plan and zoning standards and criteria that were in effect at the time the application was deemed to be complete, or to approve it on the condition that it be developed at a lower density, to base its decision upon written findings supported by substantial evidence on the record that specified conditions exist, and places the burden of proof on the local agency to that effect. The act requires a court to impose a fine on a local agency under certain circumstances and requires that the fine be at least \$10,000 per housing unit in the housing development project on the date the application was deemed complete. This bill would, until January 1, 2030, specify that an application is deemed complete for these purposes if a complete initial application was submitted, as specified.

Organization Position Department
City of Beaumont Watch

SB 531

(Glazer D) Local agencies: retailers.

Current Text: Amended: 4/29/2019 [html](#) [pdf](#)

Status: 4/29/2019-Read second time and amended. Ordered to third reading.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would prohibit, on or after January 1, 2020, a local agency from entering into any form of agreement that would result, directly or indirectly, in the payment, transfer, diversion, or rebate of Bradley-Burns local tax revenues to any retailer, as defined, in exchange for the retailer locating or continuing to maintain a place of business that serves as the place of sale, as defined, within the territorial jurisdiction of the local agency if that place of business would generate revenue, from the sale of tangible property delivered to and received by the purchaser in the territorial jurisdiction of another local agency, for the local agency under the Bradley-Burns Uniform Local Sales and Use Tax Law.

Organization Position Department
City of Beaumont Watch

SB 532

(Portantino D) Redevelopment: City of Glendale: bond proceeds: affordable housing.

Current Text: Amended: 4/24/2019 [html](#) [pdf](#)

Status: 4/24/2019-Read second time and amended. Re-referred to Com. on APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires remaining bond proceeds that cannot be spent pursuant to specified requirements of any successor agency that has been issued a finding of completion to be used at the earliest possible date to defease the bonds or to purchase those same outstanding bonds on the open market for cancellation. This bill, notwithstanding the requirement that the remaining bond proceeds be used to defease the bonds or to purchase those same outstanding bonds on the open market for cancellation, would authorize the successor agency in the City of Glendale to use the remaining bond proceeds for the purposes predevelopment, development, acquisition, rehabilitation, and preservation of affordable housing, as defined.

Organization **Position** **Department**
 City of Beaumont Watch

SB 542

(Stern D) Workers' compensation.

Current Text: Introduced: 2/22/2019 [html](#) [pdf](#)

Status: 4/22/2019-April 22 hearing: Placed on APPR. suspense file.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would provide that in the case of certain state and local firefighting personnel and peace officers, the term "injury" also includes a mental health condition or mental disability that results in a diagnosis of post-traumatic stress or mental health disorder that develops or manifests itself during a period in which the firefighting member or peace officer is in the service of the department or unit. These provisions would apply to claims for benefits filed or pending on or after January 1, 2017.

Organization **Position** **Department**
 City of Beaumont Watch Police
 Department

SB 625

(Hill D) Party buses: cannabis.

Current Text: Introduced: 2/22/2019 [html](#) [pdf](#)

Status: 4/25/2019-Read second time. Ordered to third reading.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law prohibits a passenger in a motor vehicle being driven upon a highway from drinking any alcoholic beverage or smoking or ingesting any cannabis product. Current law exempts passengers in any bus, taxicab, or limousine, as specified, from this prohibition. This bill would instead exempt the ingestion of cannabis products by a passenger in bus, taxicab, or limousine only if there are no passengers under 21 years of age present and the driver is sealed off from the passenger compartment, as specified.

Organization **Position** **Department**
 City of Beaumont Watch

SB 725

(Rubio D) Veterans rental housing.

Current Text: Introduced: 2/22/2019 [html](#) [pdf](#)

Status: 4/24/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 7. Noes 0.) (April 23). Re-referred to Com. on APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law creates the Veterans Housing and Homeless Prevention Act of 2014, to provide for the acquisition, construction, rehabilitation, and preservation of affordable multifamily supportive housing, affordable transitional housing, affordable rental housing, or related facilities for veterans and their families to allow veterans to access and maintain housing stability. This bill would require the department to establish a rental housing assistance program to provide financial assistance to veterans seeking rental housing, based on the needs of the veterans.

Organization **Position** **Department**
 City of Beaumont Watch

SCA 1

(Allen D) Public housing projects.

Current Text: Introduced: 12/3/2018 [html](#) [pdf](#)

Status: 3/20/2019-Referred to Coms. on HOUSING, E. & C.A., and APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Constitution prohibits the development, construction, or acquisition of a low-rent housing project, as defined, in any manner by any state public body until a majority of the qualified electors of the city, town, or county in which the development, construction, or acquisition of the low-rent housing project is proposed approve the project by voting in favor at an election, as specified. This measure would repeal these provisions.

Organization **Position**
City of Beaumont Watch

Department

Total Measures: 43
Total Tracking Forms: 43

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ROXANN M. VOTAW
votaw@sbemp.com
FIRM ADMINISTRATOR

REPLY TO:
Palm Springs, California

MAY 2, 2019

CITY OF BEAUMONT PROFESSIONAL SERVICES THRU: 4/30/2019

TOTAL DUE: \$151,516.73

Sincerely,
SBEMP, LLP

By: Roxann M Votaw

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MAY 2, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Gregg

Professional services through: 4/30/2019:

Invoice # 52839

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$55.00</u>

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MAY 2, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Hupp

Professional services through: 4/30/2019:

Invoice # 52840

	<u>Amount</u>
BALANCE DUE -- PLEASE SUBMIT PAYMENT:	<u>\$55.00</u>

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MAY 2, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Macias

Professional services through: 4/30/2019:

Invoice # 52841

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$4,455.00</u>

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MAY 2, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*McFarlinAnder

Professional services through: 4/30/2019:

Invoice # 52842

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$797.50</u>

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MAY 2, 2019

City of Beaumont
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Our file no:
City of Beaumont*MLH

Professional services through: 4/30/2019:

Invoice # 52843

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$27.50</u>

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MAY 2, 2019

City of Beaumont
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Our file no:
City of Beaumont*MV

Professional services through: 4/30/2019:

Invoice # 52844

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$275.00</u>

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MAY 2, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Peters

Professional services through: 4/30/2019:

Invoice # 52845

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$27.50</u>

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MAY 2, 2019

City of Beaumont
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Our file no:
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Professional services through: 4/30/2019:

Invoice # 52846

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$4,073.00</u>

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MAY 2, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*ULC Defense

Professional services through: 4/30/2019:

Invoice # 52847

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$51,295.95</u>

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MAY 2, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Urban Logic

Professional services through: 4/30/2019:

Invoice # 52848

	<u>Amount</u>
BALANCE DUE -- PLEASE SUBMIT PAYMENT:	<u>\$70,586.91</u>

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MAY 2, 2019

City of Beaumont
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Our file no:
City of Beaumont*Wallis Receiv

Professional services through: 4/30/2019:

Invoice # 52849

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	\$3,095.38

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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

MAY 2, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-3rdPartyClaim

Professional services through: 4/30/2019:

Invoice # 52850

	<u>Amount</u>
BALANCE DUE -- PLEASE SUBMIT PAYMENT:	<u>\$208.00</u>

SLOVAK BARON EMPY MURPHY & PINKNEY LLP

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650 Town Center Drive, Ste. 1400
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Tel. (714) 436-8592 • Fax (714) 850-9011

103 Carnegie Center Blvd., Ste. 101
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Tel. (609) 955-3393 • Fax (609) 520-8731

2240 Fifth Avenue.
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Tel. (619) 501-4540

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MAY 2, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Gen Lit

Professional services through: 4/30/2019:

Invoice # 52851

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	\$1,485.00

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Facsimile 760-322-2107

MAY 2, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Labor&Employ

Professional services through: 4/30/2019:

Invoice # 52852

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$430.20</u>

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Telephone 760-322-2275
Facsimile 760-322-2107

MAY 2, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-OverRetainer

Professional services through: 4/30/2019:

Invoice # 52853

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$5,675.22</u>

SLOVAK BARON EMPY MURPHY & PINKNEY LLP

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Facsimile 760-322-2107

MAY 2, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Retainer

Professional services through: 4/30/2019:

Invoice # 52854

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	\$7,566.12

SLOVAK BARON EMPY MURPHY & PINKNEY LLP

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MAY 2, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Serrato

Professional services through: 4/30/2019:

Invoice # 52855

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$1,408.45</u>

SLOVAK BARON EMPY MURPHY & PINKNEY LLP

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To: City Council
From: John O. Pinkney, City Attorney
Date: May 01, 2019
Re: Status of Pending Litigation Against City of Beaumont

Pending Litigation Against the City (does not include litigation initiated by the City)

1. ***Urban Logic v. City of Beaumont et al.***, Case No. RIC 1707201 (Pre-Trial)
 2. ***Elijah Scott Talley et al. v. City of Beaumont et al.***, Case No. RIC 1810937 (Pre-Trial)
 3. ***Elizabeth Serrato v. City of Beaumont***, Case No. RIC 1820593 (Pre-Trial)
 4. ***Angela Santa Cruz, individually and as Guardian ad litem for M.L.V., a minor v. City of Beaumont et al.***, Case No. 2:18-CV-08427 (Pre-Trial)
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