



## CITY COUNCIL CLOSED & REGULAR SESSION

550 E. Sixth Street, Beaumont, CA

Tuesday, December 21, 2021

Closed Session: 4:30 PM | Regular Meeting: 6:00 PM

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

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### AGENDA

#### MEETING PARTICIPATION NOTICE

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

[beaumontca.gov/livestream](https://beaumontca.gov/livestream)

Public comments will be accepted using the following options.

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

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

## **CLOSED SESSION - 4:30 PM**

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

### **CALL TO ORDER**

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

Public Comments Regarding Closed Session

- 1. Conference with Labor Negotiators - Pursuant to Government Code Section 54957.6 City Designated Representatives City Manager Todd Parton and Administrative Services Director Kari Mendoza. Employee Organizations: Beaumont Police Officers Association, SEIU and Managers Professional Technical Unit**
- 2. Annual Public Employee Performance Evaluation Pursuant to Government Code Section 54957 Title: City Manager**
- 3. Conference with Legal Counsel Regarding Potential Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4): One Potential Case**
- 4. Conference with Legal Counsel Regarding Existing Litigation Pursuant to Government Code Section 54956.9(d)(1): Southwest Regional Council of Carpenters v. City of Beaumont, Riv. Co. Sup. Case No. CVRI2000635**

Adjourn to Regular Session

## **REGULAR SESSION - 6:00 PM**

### **CALL TO ORDER**

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

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

### **ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE**



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

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

## **CONSENT CALENDAR**

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

### **1. Approval of Minutes**

#### **Recommended Action:**

Approve Minutes dated:  
November 15, 2021, and  
December 7, 2021.

### **2. Ratification of Warrants**

#### **Recommended Action:**

Ratify Warrants dated:  
November 24, 2021, and  
December 2, 2021.

### **3. Amendment to the Western Riverside Council of Governments' Joint Powers Agreement**

#### **Recommended Action:**

Approve the Amendment to the Western Riverside Council of Governments' Joint Powers Agreement.

### **4. Annual and Fifth Year Compliance Report of AB 1600 Development Impact Fees (DIF)**

#### **Recommended Action:**

Receive and file the AB 1600 report on development impact fee activity that occurred during the period July 1, 2020 through June 30, 2021.

## **PUBLIC HEARINGS**

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

### **5. Public Hearing to Adopt Resolution to Amend the Prior Year Capital Improvement Plan 2016-2021**

#### **Recommended Action:**

Hold a public hearing, and  
Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont Amending the Prior Year Capital Improvement Plan for Fiscal Years 2016 – 2021."

## **SUCCESSOR AGENCY ACTION ITEMS**

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

**6. Resolution to Transfer Ownership of a 52 Acre Property Owned by the Dissolved Beaumont Redevelopment Agency to the City of Beaumont and Authorize the Retention of the Property by the City of Beaumont**

**Recommended Action:**

Waive the full reading and adopt by title only, “A Resolution of the City of Beaumont Successor Agency to Approve the Transfer of Ownership of One Property (APN 417-020-034) Owned by the Dissolved Redevelopment Agency to the City of Beaumont and Authorize the Retention of the Property by the City of Beaumont,” and  
Adjourn the meeting of the Beaumont Successor Agency and reconvene the City Council meeting.

**ACTION ITEMS**

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

**7. Resolution Authorizing the Acceptance of Property (APN 417-020-034) from the Former Redevelopment Agency Approval of Agreement Among Taxing Entities and Addendum Number One**

**Recommended Action:**

Approve the agreement among taxing entities and addendum number one, and Waive the full reading and adopt by title only, “A Resolution of the City of Beaumont Authorizing Acceptance of Property (APN 417-020-034) from the Dissolved Redevelopment Agency.”

**8. City Council Approval of the Third Amendment to the Webb Engineering Contract for the Wastewater Treatment Plant and Brine Line Project in an Amount of \$530,809 for the Design and Construction Services for a MBR Replacement System for a Total Contract Not to Exceed \$4,250,699**

**Recommended Action:**

Approval of the Third Amendment to the Webb Engineering Contract for the Wastewater Treatment Plant and Brine Line Project in an amount of \$530,809 for the design and construction services for a MBR replacement system for a total contract not to exceed \$4,250,699.

**9. Resolution Authorizing the Execution of Change Order No. 23 with W.M. Lyles, Co. to Install a New Membrane System in the Wastewater Treatment Plant for the Wastewater Treatment Plant Upgrade/Expansion in the Amount Not to Exceed \$5,143,400 for the Replacement MBR System**

**Recommended Action:**

Approve a resolution authorizing the execution of Change Order No. 23 with W.M. Lyles, Co. to install a new membrane system in the Wastewater Treatment Plant for the Wastewater Treatment Plant Upgrade/Expansion in the amount not to exceed \$5,143,400 for the replacement MBR system.

**10. Consideration of PLAN2021-0665, Related to the Conceptual Park Design of Planning Area 21B of the Fairway Canyon Development (Assessor Parcel Number: Portion of 413-**

**790-010 and -057) Located in the Oak Valley and SCPGA Golf Course Specific Plan, North of San Timoteo Canyon Road, West of Tukwet Canyon Parkway**

**Recommended Action:**

Hold discussion and provide direction on the conceptual park design of Planning Area 21B of the Fairway Canyon development.

**11. FY20/21 Street Projects Summary and Construction Update**

**Recommended Action:**

Receive and file the FY20/21 Street Projects Summary and Construction Update.

**12. Microsoft Office 365 License Renewal**

**Recommended Action:**

Authorize the City Manager to execute the three-year renewal licensing agreement of Microsoft Office 365 with CDW-G.

**13. Discussion and Direction to City Staff to Draft a Code of Ethics and Conduct for City Council, Boards, Committees, and Commissions**

**Recommended Action:**

Discuss and provide direction on creating a draft code of ethics and conduct for City Council, boards, committees, and commissions; and Appoint two City Council members as a subcommittee to provide recommendations to the full City Council.

**14. Mayoral Appointments to Various Boards, Commissions and Committees**

**Recommended Action:**

Mayoral appointments of City Council members to various boards, commissions and committees.

**15. Approval of City Attorney Invoices for the Month of November 2021**

**Recommended Action:**

Approve invoices in the amount of \$105,006.07.

**LEGISLATIVE UPDATES AND DISCUSSION**

**ECONOMIC DEVELOPMENT UPDATE**

Economic Development Committee Report Out and City Council Direction

**CITY TREASURER REPORT**

Finance and Audit Committee Report Out and City Council Direction

**CITY CLERK REPORT**

**CITY ATTORNEY REPORT**

**16. Current Pending Litigation**

## **CITY MANAGER REPORT**

[17.](#) **November 2021 Department Project Schedule Updates**

## **FUTURE AGENDA ITEMS**

## **COUNCIL REPORTS**

- Lara
- Santos
- Fenn
- Martinez
- White

## **ADJOURNMENT**

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, January 4, 2022, at 5:00 p.m., unless otherwise posted.



## BUDGET WORKSHOP

550 E. 6th Street, Beaumont, CA

**Monday, November 15, 2021**

**Regular Meeting: 4:30 PM**

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### MINUTES

#### WORKSHOP SESSION - 4:30 PM

##### CALL TO ORDER at 4:41 p.m.

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

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

Pledge of Allegiance

Conflict of Interest Disclosure: **None**

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

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

**No comments.**

##### ACTION ITEMS

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

#### 1. Budget Workshop – Initiation of the Fiscal Year 2022-23 Budget Building Process

**Consensus to approve the Mission Statement with the addition of "exceptional" to core services.**

**Consensus to approve the Vision Statement.**

**Consensus to approve the Value Statement with a change to add "elevate."**

**Confirmation of City Council Goals.**

**ADJOURNMENT at 5:54 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, November 16, 2021, at 5:00 p.m., unless otherwise posted.



## CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, December 07, 2021

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

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

### MINUTES

#### CLOSED SESSION - 5:00 PM

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

#### **CALL TO ORDER at 5:05 p.m.**

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

**Absent:** Council Member Fenn

#### Public Comments Regarding Closed Session

1. Conference with Legal Counsel Regarding Potential Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4): One Potential Case.

**No reportable action.**

2. Conference with Labor Negotiators - Pursuant to Government Code Section 54957.6 City Designated Representatives City Manager Todd Parton and Administrative Services Director Kari Mendoza. Employee Organizations: Beaumont Police Officers Association, SEIU and Managers Professional Technical Unit.

**No reportable action.**

3. Annual Public Employee Performance Evaluation Pursuant to Government Code Section 54957. Title: City Manager

**No reportable action.**

Adjourn to Regular Session

**REGULAR SESSION - 6:00 PM**

**CALL TO ORDER at 6:32 p.m.**

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

Report out from Closed Session *see above*

Action on any Closed Session Items: **None.**

Action of any Requests for Excused Absence: **Council Member Fenn**

Pledge of Allegiance

Invocation

Adjustments to the Agenda: **Moving Item 19 up on the agenda after Public Hearings.**

Conflict of Interest Disclosure: **None.**

**ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE**

1. Recognition of Current Mayor, Michael Lara
2. Reorganization of City Council, Selection of Mayor and Mayor Pro Tempore

**Motion by Mayor Lara**

**Second by Council Member Santos**

**To nominate Mayor Pro Tem White as Mayor and Council Member Martinez as Mayor Pro Tem.**

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

**Absent: Fenn**

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

**M. Jenkins** - *Asked for Council support against State vaccine mandates.*

**A. Brandon** - *Asked for Council support against State vaccine mandates.*

**M. Torre** - *Asked for Council support against State vaccine mandates.*

**H. Raley** - *Asked for Council support against State vaccine mandates.*

**A. Estrada** - *Asked for Council support against State vaccine mandates.*

**L. Flinn** - *Asked for Council support against State vaccine mandates.*

**C. Centner** - *Asked for Council support against State vaccine mandate.*



## CONSENT CALENDAR

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

### 3. Approval of Minutes

**Recommended Action:**

**Approve Minutes dated November 16, 2021.**

### 4. Ratification of Warrants

**Recommended Action:**

**Ratify Warrants dated:  
November 12, 2021  
November 18, 2021**

### 5. Accept Security Agreement and Performance and Payment Bond No. 107506778 for Sewer Lift Station Associated with Parcel Map No. 36426

**Recommended Action:**

**Accept security agreement and performance and Payment Bond No. 107506778 for a sewer lift station associated with Parcel Map No. 36426.**

### 6. A Resolution of the City of Beaumont Authorizing the Mayor to Accept the Offer of Dedication for an Easement for Sewer Lift Station and Public Utilities; Approve the Certificate of Acceptance for an Easement for Sewer Lift Station and Public Utilities; and Record the Offer of Dedication Documents with the Riverside County Clerk Recorder's Office

**Recommended Action:**

**Waive the full reading and adopt by title only, "A Resolution of The City of Beaumont Authorizing the Mayor to Accept the Offer of Dedication for an Easement for Sewer Lift Station and Public Utilities" and approve the Certificate of Acceptance for an Easement for Sewer Lift Station and Public Utilities and record the Offer of Dedication documents with the Riverside County Clerk Recorder's Office.**

### 7. Adopt Resolution Acknowledging Receipt of the FY2020/2021 Health and Safety Code (HSC) 13146.4 Annual Inspection Report of Certain Occupancies Pursuant to Sections HSC 13146.2 and 13146.3

**Recommended Action:**

**Receive and file the FY2020/2021 HSC 13146.4 Annual Inspection Report.**

8. Resolution of the City Council of the City of Beaumont Declaring Certain Land as Surplus under Govt. Code Section 54220 et. Seq.

**Recommended Action:**

**Waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont Declaring Certain Land as Surplus under Govt. Code Section 54220 et. Seq.”**

9. Resolution Regarding the Use of Teleconferencing to Conduct Public Meetings as Provided with Approval of Assembly Bill 361 and Its Amendments to Government Code Section 54953

**Recommended Action:**

**Waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont Proclaiming a Local Emergency Ratifying the Proclamation of a State of Emergency by Executive Order N-09-21, and Authorizing Remote Teleconference Meetings of the Legislative Bodies of the City of Beaumont for the Period of December 7, 2021, through January 6, 2022 Pursuant to Provisions of the Ralph M. Brown Act.”**

**Motion by Council Member Santos**

**Second by Council Member Lara**

**To approve the Consent Calendar**

**Approved by a 4-0 vote**

**Absent: Fenn**

**PUBLIC HEARINGS**

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

10. Hold a Public Hearing Tentative Parcel Map No. 38090 (PM2021-0008) for Consideration of a Finance and Conveyance Map to Subdivide 223 Acres into Seven (7) Parcels, One (1) Remainder Parcel, and Two (2) Lettered Lots Consisting of Phase 4B of Tentative Tract Map 31462 within the Oak Valley and SCPGA Golf Course Specific Plan APN: Portion of 413-790-010, -012 and -042

**Public Hearing opened at 7:02 p.m.**

**No comments**

**Public Hearing closed at 7:02 p.m.**

**Motion by Council Member Lara**

**Second by Mayor White.**

**To approve Tentative Tract Map No. 38090 (PM2021-0008) subject to the Development Agreement and the attached conditions of approval, and direct City staff to prepare a Notice of Determination for the applicant to file with the Riverside County Clerk Recorder.**

**Approved by a 4-0 vote**  
**Absent: Fenn**

## **ACTION ITEMS**

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

19. Resolution of the City Council of the City of Beaumont Opposing the Federal COVID-19 Vaccine Mandate

### **Public Comments:**

- P. Wayne** - *Spoke in opposition of the resolution.*  
**R. Geysler** - *Spoke in opposition of the resolution.*  
**G. Stull** – *Spoke in support of the resolution*  
**D. Ellis** – *Spoke in support of the vaccine mandate.*  
**J. Gentry** - *Spoke in opposition of the resolution.*  
**S. Mehlman** - *Spoke in opposition of the resolution.*  
**M Sattley** - *Spoke in support of the resolution.*  
**S. Marocco** - *Opposed State mandated vaccinations.*  
**S. Colchado** - *Spoke in opposition of the resolution.*  
**C. Valdez** - *Spoke in opposition of the resolution.*  
**J. Gentry** - *Spoke in opposition of the resolution.*

### **Motion by Mayor White**

**Second by Council Member Lara**

**To table the item to December 21, 2021.**

**Ayes: Lara, White**

**Noes: Santos, Martinez**

**Absent: Fenn**

**Motion fails due to lack of majority vote.**

### **Motion by Council Member Lara**

**Second by Mayor White**

**To adopt the draft resolution by waiving the full reading and adopting by title only, “A Resolution of the City Council of the City of Beaumont, California, Supporting the Position Taken by Numerous States that Have Challenged the Emergency Temporary Standards Adopted by the Occupational Health and Safety Administration (OSHA) Imposing Civil Penalties on Certain Employers Who Do Not Enforce Mandatory Vaccination Requirements by January 4, 2022.”**

**Ayes: Lara, White**

**Noes: Santos, Martinez**

**Absent: Fenn**

**Motion fails due to lack of majority vote.**

**11. Appointments to Finance and Audit Committee, Economic Development Committee, and Administrative Appeals Board**

**Motion by Council Member Santos**

**Second by Council Member Lara**

**To appoint Von Lawson to the Economic Development Committee.**

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

**Absent: Fenn**

**Motion by Council Member Lara**

**Second by Council Santos**

**To appoint Dennis Garcia to the Resident Business Owner position and to appoint David Vanderpool as Resident Member position on the Finance and Audit Committee.**

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

**Absent: Fenn**

**Motion by Mayor White**

**Second by Mayor Pro Tem Martinez**

**To appoint Christina Sanchez to the Resident Member position on the Finance and Audit Committee.**

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

**Absent: Fenn**

**Motion by Mayor White**

**Second by Council Member Lara**

**To appoint Caroline Hopkins to the Alternate Member position on the Finance and Audit Committee.**

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

**Absent: Fenn**

**12. Approve a Non-Exclusive License Agreement with the Cherry Festival Association to Operate and Maintain an Office and Meeting Room Space in the Albert A. Chatigny, Sr. Community Recreation Center Located at 1310 East Oak Valley Parkway and Request to Waive Fees Associated with Facility Usage**

**Motion by Mayor White**

**Second by Council Member Lara**

**To approve the non-exclusive license agreement with the Cherry Festival Association and authorize the City Manager to execute the agreement on behalf of the City of Beaumont.**

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

**Absent: Fenn**

13. First Amendment to the Public Works Agreement with Mariscal Painting, Inc., for the Repaint and Stucco Project at City Hall (CIP F-01) to Include Repainting of Building B and Building D in the Amount Not to Exceed \$35,200 and Authorize the City Manager to Approve Additional Change Orders up to \$3,520

**Motion by Mayor Lara**

**Second by Council Member Santos**

**To approve the First Amendment to the Public Works Agreement with Mariscal Painting, Inc., in the amount of \$35,200 for the repainting of Buildings B and D for a total revised contract amount of \$112,566; and authorize the City Manager to approve change orders up to \$3,520.**

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

**Absent: Fenn**

14. Approve Second Amendment to Agreement for an Extension of a Contract with Clinical Laboratory Services of San Bernardino, Inc. to Provide Laboratory Testing Services at the City of Beaumont Wastewater Treatment Plant in an Amount Not to Exceed \$126,800

**Motion by Council Member Lara**

**Second by Mayor White**

**To approve a Second Amendment to Agreement for an extension to January 2, 2023, with Clinical Laboratory Services of San Bernardino, Inc., to provide laboratory testing services at the City of Beaumont Wastewater Treatment Plant in the amount not to exceed \$126,800.00 per year.**

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

**Absent: Fenn**

15. Contract for Full Cost Allocation Plan and Comprehensive User Fee Study Services

**Motion by Council Member Lara**

**Second by Council Member Santos**

**To approve a professional services agreement with Revenue and Costs Specialists for full cost allocation plan and comprehensive user fee study services.**

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

**Absent: Fenn**

16. Establish Public Agency Retirement Services 115 Trust – Post-Employment Benefits Trust Program Account and Appoint Plan Administrator

**Motion by Council Member Lara**

**Second by Mayor White**

**To waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont Approving the Adoption of the Public Agencies Post-Employment Benefits Trust Administered by Public Agency Retirement Services (PARS).”**

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

**Absent: Fenn**

17. Resolution to Adopt Emergency Operations Plan

**Motion by Mayor White**

**Second by Council Member Santos**

**To waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont, California, Adopting the City of Beaumont Emergency Operations Plan.”**

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

**Absent: Fenn**

18. Discussion and Direction on Food Trucks (Motorized, Mobile Food Vendors)

**Public Comment:**

**V. Sternjacob - Spoke in opposition of food trucks and concern for lack of health regulation.**

**Direction to staff to bring back an ordinance or policy for review.**

## **LEGISLATIVE UPDATES AND DISCUSSION**

### **ECONOMIC DEVELOPMENT UPDATE**

*Economic Development Committee will meet tomorrow, December 8th.*

### **CITY TREASURER REPORT**

*Finance and Audit Committee meeting will be postponed until December 20th.*

### **CITY CLERK REPORT**

*No report*

**CITY ATTORNEY REPORT****20. Current Pending Litigation****CITY MANAGER REPORT**

*Gave an update to the outreach City staff has conducted to get up to date information from Caltrans regarding the I-10 tune up and ramp closures.*

**FUTURE AGENDA ITEMS**

- **Development Standards**
- **Youth Council**
- **Downtown Renovation**

**COUNCIL REPORTS**

**Santos** - *No report.*

**Fenn** - Absent.

**Martinez** - *No report.*

**White** - *Gave recognition to outgoing Mayor Lara.*

**Lara** - *Attended a WRCOG meeting.*

**ADJOURNMENT at 10:07 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, December 21, 2021, at 5:00 p.m., unless otherwise posted.




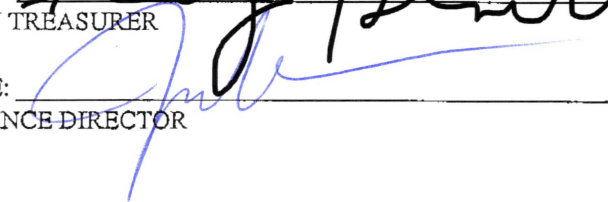
WARRANTS TO BE RATIFIED

Wednesday, November 24, 2021

Printed Checks	110801-110863	\$	496,444.36	FY 21/22
ACH	530-533	\$	<u>2,176,580.75</u>	
	A/P Total	\$	<u>2,673,025.11</u>	
Bank Drafts	Kaiser Foundation	\$	178.00	HSA Paydate 11/19/2021

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

SIGNATURE:   
 TITLE: CITY TREASURER

SIGNATURE:   
 TITLE: FINANCE DIRECTOR





City of Beaumont, CA

Item 2.  
**Check Report**

By Check Number

Date Range: 11/19/2021 - 11/24/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: APBNK-AP Bank</b>						
4447	Alameda County DCSS	11/19/2021	Regular	0.00	619.38	110801
4448	CA State Disbursement Unit	11/19/2021	Regular	0.00	276.92	110802
4449	State Of California FTB	11/19/2021	Regular	0.00	150.00	110803

**Bank Code APBNK Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	3	3	0.00	1,046.30
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
Virtual Payments	0	0	0.00	0.00
	<b>3</b>	<b>3</b>	<b>0.00</b>	<b>1,046.30</b>



City of Beaumont, CA

Check Item 2. rt

By Check Number

Date Range: 11/20/2021 - 11/24/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1036	ALBERT A. WEBB ASSOCIATES	11/24/2021	EFT	0.00	44,151.75	530
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>214094</u>	Invoice	11/24/2021	Engineering Services During Construction	0.00	44,151.75	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE ENGINEERING SERVICES		-4,152.50	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE ENGINEERING SERVICES		48,304.25	
1637	HOUSTON & HARRIS PCS, INC	11/24/2021	EFT	0.00	2,118.75	531
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>21-24097</u>	Invoice	11/24/2021	ON CALL SEWER CLEANING, VIDEO & EME	0.00	2,118.75	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES ON CALL SEWER CLEANING, VID		2,118.75	
2892	MOFFATT & NICHOL	11/24/2021	EFT	0.00	10,761.00	532
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>00764464</u>	Invoice	11/24/2021	ENVIROMENTAL DOC SERVICES FOR PENN	0.00	1,110.00	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE ENVIROMENTAL DOC SERVICES		1,110.00	
<u>00764465</u>	Invoice	11/24/2021	ENVIROMENTAL DOC SERVICES FOR PENN	0.00	9,651.00	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE CONSULTING SERVICES		9,651.00	
4489	TRI-POINTE HOMES IE-SD INC	11/24/2021	EFT	0.00	2,119,549.25	533
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>CFD 2019-1</u>	Invoice	11/24/2021	REMBURSEMENT- BOND PROCEEDS PA 13	0.00	2,119,549.25	
	<u>840-0000-9500-0000</u>		SPECIAL ITEMS REMBURSEMENT- BOND PROCE		2,119,549.25	
4260	10-8 RETROFIT INC	11/24/2021	Regular	0.00	301.70	110804
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>18079</u>	Invoice	11/24/2021	VEHICLE MAINTENANCE	0.00	301.70	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		301.70	
1050	AMAZON CAPITAL SERVICES	11/24/2021	Regular	0.00	54.62	110805
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>16C7-RFMM-VC</u>	Invoice	11/24/2021	COMPUTER SUPPLIES	0.00	54.62	
	<u>100-1230-7072-0000</u>		COMPUTER SUPPLIES/MA COMPUTER SUPPLIES		54.62	
1053	AMERICAN FORENSIC NURSES	11/24/2021	Regular	0.00	121.14	110806
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>75167</u>	Invoice	11/24/2021	PROFESSIONAL SERVICES	0.00	121.14	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES PROFESSIONAL SERVICES		121.14	
4388	BABCOCK LABORATORIES, INC	11/24/2021	Regular	0.00	490.00	110807
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>CI11675-0033</u>	Invoice	11/24/2021	WWTP - ANALYTICAL SERVICES	0.00	490.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES WWTP - ANALYTICAL SERVICES		490.00	
1109	BANK OF HEMET	11/24/2021	Regular	0.00	3,726.94	110808

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1280837350</u> 10/2	Invoice	11/24/2021	BATWING LAWNMOWER FY 20/21	0.00	3,726.94	
	<u>100-6050-8040-0000</u>	EQUIPMENT	BATWING LAWNMOWER FY 20/		3,726.94	
1161	BIO-TOX LABORATORIES	11/24/2021	Regular	0.00	555.00	110809
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>41975</u>	Invoice	11/24/2021	PROFESSIONAL SERVICES	0.00	340.00	
	<u>100-2050-7068-0000</u>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		340.00	
<u>42076</u>	Invoice	11/24/2021	PROFESSIONAL SERVICES	0.00	215.00	
	<u>100-2050-7068-0000</u>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		215.00	
4488	Bonnie Pollett	11/24/2021	Regular	0.00	43.64	110810
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>11/24/21</u>	Invoice	11/24/2021	EMPLOYEE UNIFORM REIMBURSEMENT	0.00	43.64	
	<u>100-2050-7065-0000</u>	UNIFORMS	EMPLOYEE UNIFORM REIMBUR		43.64	
4484	BRUCE E. MIHELICH INC	11/24/2021	Regular	0.00	1,314.79	110811
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>W71704</u>	Invoice	11/24/2021	DEPT SUPPLIES	0.00	1,314.79	
	<u>100-3100-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		1,314.79	
2968	CALIFORNIA ASSOCIATION FOR LOCAL ECONOM	11/24/2021	Regular	0.00	570.00	110812
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>300003509</u>	Invoice	11/24/2021	MEMBERSHIP RENEWAL	0.00	570.00	
	<u>100-1200-7030-0000</u>	DUES & SUBSCRIPTIONS	MEMBERSHIP RENEWAL		570.00	
4116	COZAD & FOX, INC	11/24/2021	Regular	0.00	8,750.55	110813
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>17973</u>	Invoice	11/24/2021	2nd Street Professional Engineering Servi	0.00	8,750.55	
	<u>500-0000-8990-0000</u>	CAPITAL OUTLAY	2nd Street Professional Enginee		8,750.55	
1340	CPS HR CONSULTING	11/24/2021	Regular	0.00	621.50	110814
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>SOP53875</u>	Invoice	11/24/2021	CONSULTING SERVICES	0.00	621.50	
	<u>100-1240-7068-0000</u>	CONTRACTUAL SERVICES	CONSULTING SERVICES		621.50	
1391	DEKRA-LITE IND.,INC.	11/24/2021	Regular	0.00	1,601.98	110815
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>ARINV015345</u>	Invoice	11/24/2021	DEPT SUPPLIES	0.00	1,601.98	
	<u>100-1200-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		1,601.98	
1398	DEPARTMENT OF ENVIORNMENTAL HEALTH	11/24/2021	Regular	0.00	5,277.40	110816
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>JUL-SEP 2021</u>	Invoice	11/24/2021	VECTOR CONTROL	0.00	5,277.40	
	<u>100-2030-7155-0000</u>	VECTOR CONTROL	VECTOR CONTROL		5,277.40	
1473	EMPLOYMENT DEVELOPMENT DEPT.	11/24/2021	Regular	0.00	630.45	110817

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
L2137837840	Invoice	11/24/2021	UNEMPLOYMENT SERVICES	0.00	630.45	
	100-1050-6025-0000		UNEMPLOYMENT UNEMPLOYMENT SERVICES		25.22	
	100-2090-6025-0000		UNEMPLOYMENT UNEMPLOYMENT SERVICES		138.70	
	700-4050-6025-0000		UNEMPLOYMENT UNEMPLOYMENT SERVICES		302.61	
	750-8100-6025-0000		UNEMPLOYMENT UNEMPLOYMENT SERVICES		163.92	
4485	FLOCK GROUP INC	11/24/2021	Regular	0.00	5,500.00	110818
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
CINV-004206	Invoice	11/24/2021	AUDIO VISUAL SUPPLIES	0.00	5,500.00	
	100-2050-7074-0000		AUDIO VISUAL SUPPLIES/ AUDIO VISUAL SUPPLIES		5,500.00	
4400	FROG ENVIRONMENTAL INC	11/24/2021	Regular	0.00	575.00	110819
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV-005157	Invoice	11/24/2021	SWPPP & NOI SERVICES	0.00	575.00	
	700-4050-7068-0000		CONTRACTUAL SERVICES SWPPP & NOI SERVICES		575.00	
1533	FRONTIER COMMUNICATIONS	11/24/2021	Regular	0.00	1,124.05	110820
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
213-180-1992-06	Invoice	11/24/2021	PHONE UTILITY	0.00	280.98	
	100-1230-7015-6045		TELEPHONE (COMM CTR) PHONE UTILITY		280.98	
951-769-5188-04	Invoice	11/24/2021	PHONE UTILITY	0.00	386.34	
	100-1230-7015-6045		TELEPHONE (COMM CTR) PHONE UTILITY		386.34	
951-769-8534-04	Invoice	11/24/2021	PHONE UTILITY	0.00	334.97	
	700-4050-7015-0000		TELEPHONE PHONE UTILITY		334.97	
951-845-9839-09	Invoice	11/24/2021	PHONE UTILITY	0.00	121.76	
	100-1230-7015-6041		TELEPHONE (PD ANNEX) PHONE UTILITY		121.76	
1553	GALLS INC.	11/24/2021	Regular	0.00	764.12	110821
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
BC1491352	Invoice	11/24/2021	EMPLOYEE UNIFORM	0.00	764.12	
	100-2050-7065-0000		UNIFORMS EMPLOYEE UNIFORM		764.12	
4378	GEORGE HILLS COMPANY, INC	11/24/2021	Regular	0.00	4,426.65	110822
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV1020853	Invoice	11/24/2021	RECOVERY SERVICES	0.00	4,426.65	
	100-1240-7081-0000		CLAIM COSTS RECOVERY SERVICES		4,426.65	
1579	GOSCH	11/24/2021	Regular	0.00	48.39	110823
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1033972	Invoice	11/24/2021	VEHICLE MAINTENANCE	0.00	48.39	
	100-2050-7037-0000		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		48.39	
1585	GRAINGER	11/24/2021	Regular	0.00	571.19	110824
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
9107430283	Invoice	11/24/2021	WW SPECIAL DEPT SUPPLIES - MOTORS, P	0.00	571.19	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES WW SPECIAL DEPT SUPPLIES -		571.19	
4181	HASA, INC	11/24/2021	Regular	0.00	2,795.62	110825

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
788070	Invoice 700-4050-7070-0000	11/24/2021	CHEMICALS SPECIAL DEPT SUPPLIES	CHEMICALS	0.00 2,795.62	2,795.62
1612	HEARD'S INVESTIGATIONS AND POLYGRAPH LL	11/24/2021	Regular	0.00	175.00	110826
7291	Invoice 100-1240-6050-0000	11/24/2021	HIRING COSTS RECRUITMENT AND HIRI	HIRING COSTS	0.00 175.00	175.00
4387	HELIX ENVIRONMENTAL PLANNING, INC.	11/24/2021	Regular	0.00	302.50	110827
110406	Invoice 500-0000-7068-0000	11/24/2021	ENVIRONMENTAL SERVICES FOR THE WES CONTRACTUAL SERVICE	ENVIRONMENTAL SERVICES FOR	0.00 302.50	302.50
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	11/24/2021	Regular	0.00	449.46	110828
34117	Invoice 100-2050-7068-0000	11/24/2021	Huntington Transcription Services for FY 2 CONTRACTUAL SERVICES	Huntington Transcription Servi	0.00 449.46	449.46
1679	INTERWEST CONSULTING GRP, INC.	11/24/2021	Regular	0.00	1,213.33	110829
73927	Invoice 100-1230-7068-0000	11/24/2021	GIS SERVICES CONTRACTUAL SERVICES	GIS SERVICES	0.00 1,213.33	1,213.33
4487	JOANNE TERRELL	11/24/2021	Regular	0.00	35.00	110830
RCT R01187667	Invoice 100-0000-4556-0000	11/24/2021	REFUND FOR CANCELLED EVENT LICENSE PLANNING DEPARTMENT	REFUND FOR CANCELLED EVENT	0.00 35.00	35.00
2938	JOJO'S GRILL-A-DOG	11/24/2021	Regular	0.00	1,616.25	110831
120121	Invoice 100-1240-7035-0000	11/24/2021	EMPLOYEE EVENT LOCAL MEETINGS	EMPLOYEE EVENT	0.00 1,616.25	1,616.25
3271	KS STATEBANK	11/24/2021	Regular	0.00	11,830.77	110832
53429-1-2022	Invoice 100-3250-8060-0000 700-4050-8060-0000	11/24/2021	VACTOR AND PATCH TRUCK PAYMENTS VEHICLES VEHICLES	VACTOR AND PATCH TRUCK PAY VACTOR AND PATCH TRUCK PAY	0.00 3,194.31 8,636.46	11,830.77
1827	LANGUAGE TESTING INTERNATIONAL	11/24/2021	Regular	0.00	73.00	110833
L48726-IN	Invoice 100-1240-7068-0000	11/24/2021	TESTING SERVICES CONTRACTUAL SERVICES	TESTING SERVICES	0.00 73.00	73.00
3379	LAW OFFICES BURKE, WILLIAMS & SORENSEN,	11/24/2021	Regular	0.00	3,126.00	110834
276302	Invoice 100-1300-7068-000B	11/24/2021	LEGAL SERVICES CONTRACTUAL SERVICES	LEGAL SERVICES	0.00 3,126.00	3,126.00
4290	LISA WISE CONSULTING, INC	11/24/2021	Regular	0.00	3,341.25	110835

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
4077	Invoice 215-0000-7068-0000 215-0000-7068-0000	11/24/2021	Housing Element Update CONTRACTUAL SERVICES CONTRACTUAL SERVICES	0.00	3,341.25 795.48 2,545.77	
4396	LPA INC	11/24/2021	Regular	0.00	9,683.84	110836
101954	Invoice 500-0000-7068-0000	11/24/2021	PD FEASIBILITY STUDY CONTRACTUAL SERVICE	0.00	9,683.84 9,683.84	
4436	MADOLE & ASSOCIATES, INC	11/24/2021	Regular	0.00	8,670.00	110837
A8257	Invoice 500-0000-8990-0000	11/24/2021	Rangel Park Topography and Civil Enginee CAPITAL OUTLAY	0.00	8,670.00 8,670.00	
3564	MCR TECHNOLOGIES, INC.	11/24/2021	Regular	0.00	4,598.51	110838
40061 CHECK 2	Invoice 700-4050-7070-0000	11/24/2021	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	4,598.51 4,598.51	
3024	MUNICIPAL CODE CORPORATION	11/24/2021	Regular	0.00	1,378.00	110839
00366736	Invoice 100-1150-7068-0000	11/24/2021	PROFESSIONAL SERVICES CONTRACTUAL SERVICES	0.00	1,378.00 1,378.00	
1979	MUTUAL OF OMAHA	11/24/2021	Regular	0.00	1,201.25	110840
F-01193496	Invoice 100-1240-7068-0000	11/24/2021	RECORDING SERVICES CONTRACTUAL SERVICES	0.00	75.00 75.00	
F-01193497	Invoice 100-1240-7068-0000	11/24/2021	RECORDING SERVICES CONTRACTUAL SERVICES	0.00	935.00 935.00	
F-01193498	Invoice 100-1240-7068-0000	11/24/2021	RECORDING SERVICES CONTRACTUAL SERVICES	0.00	191.25 191.25	
1984	NAPA AUTO PARTS	11/24/2021	Regular	0.00	344.80	110841
166888	Invoice 760-0000-8062-0000	11/24/2021	VEHICLE MAINTENANCE BUS PURCHASES	0.00	172.40 172.40	
166971	Invoice 760-0000-8062-0000	11/24/2021	VEHICLE MAINTENANCE BUS PURCHASES	0.00	172.40 172.40	
1317	OCCUPATIONAL HEALTH CENTERS	11/24/2021	Regular	0.00	431.30	110842
72685176	Invoice 100-1240-6050-0000	11/24/2021	HIRING COSTS RECRUITMENT AND HIRI	0.00	51.00 51.00	
73242477	Invoice 100-1240-6050-0000 750-7300-6019-0000	11/24/2021	EMPLOYEE MEDICAL SERVICES RECRUITMENT AND HIRI FIRST AID	0.00	105.00 65.00 40.00	
73313687	Invoice 100-3250-6019-0000 750-7000-6019-0000	11/24/2021	EMPLOYEE MEDICAL SERVICES FIRST AID FIRST AID	0.00	120.00 40.00 40.00	

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	750-7400-6019-0000	FIRST AID	EMPLOYEE MEDICAL SERVICES		40.00	
123 0943688712	Invoice	11/24/2021	EMPLOYEE MEDICAL SERVICES	0.00	155.30	
	100-2050-6019-0000	FIRST AID	EMPLOYEE MEDICAL SERVICES		155.30	
2009	O'REILLY AUTO PARTS	11/24/2021	Regular	0.00	84.86	110843
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
2678-391686	Invoice	11/24/2021	VEHICLE MAINTENANCE	0.00	84.86	
	100-2150-7037-0000		VEHICLE MAINTENANCE		84.86	
2082	PROFORCE LAW ENFORCEMENT	11/24/2021	Regular	0.00	10,294.09	110844
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
462259	Invoice	11/24/2021	Purchase of 18 MOS 590A 12 Gauge Shot	0.00	10,294.09	
	100-2050-7070-0000		SPECIAL DEPT SUPPLIES		10,294.09	
3652	PRUDENTIAL OVERALL SUPPLY	11/24/2021	Regular	0.00	89.43	110845
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
23237513	Invoice	11/24/2021	WW - Prudential Uniforms	0.00	89.43	
	700-4050-7065-0000		UNIFORMS		89.43	
3047	RALPH ANDERSEN & ASSOCIATES	11/24/2021	Regular	0.00	9,799.00	110846
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
INV-03241	Invoice	11/24/2021	PROFESSIONAL SERVICES	0.00	9,500.00	
	100-1240-7068-0000		CONTRACTUAL SERVICES		9,500.00	
INV-03390	Invoice	11/24/2021	PROFESSIONAL SERVICES	0.00	299.00	
	100-1240-7068-0000		CONTRACTUAL SERVICES		299.00	
2180	RIVERSIDE COUNTY TREASURER	11/24/2021	Regular	0.00	293.18	110847
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
2021000718382	Invoice	11/24/2021	VFW PROPERTY TAX	0.00	293.18	
	100-6000-7022-6050		LICENSE, PERMTIS, FEES -		293.18	
4486	ROMAN FUERTE	11/24/2021	Regular	0.00	103.29	110848
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
RCT R01196043	Invoice	11/24/2021	REFUND, RESIDENT OF CHERRY VALLEY N	0.00	103.29	
	100-0000-4320-0000		MISC PERMITS		77.47	
	700-0000-4770-0000		WASTEWATER SURVEY FE		25.82	
4189	RUBEN S. RAMIREZ, JR.	11/24/2021	Regular	0.00	1,000.00	110849
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
CB-WFS4	Invoice	11/24/2021	ENVIRONMENTAL DOCUMENTS FOR WES	0.00	1,000.00	
	500-0000-7068-0000		CONTRACTUAL SERVICE		1,000.00	
4437	RUSSELL ALEXANDER REASNER	11/24/2021	Regular	0.00	3,050.00	110850
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
156125-000013	Invoice	11/24/2021	PROFESSIONAL SERVICES	0.00	3,050.00	
	100-1200-7020-0000		ADVERTISING		3,050.00	
2218	RYAN BRIEDA	11/24/2021	Regular	0.00	199.00	110851

Check Report

Date Range: 11/20/2021 to 11/24/2021 Item 2.

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>11/24/21</u>	Invoice	11/24/2021	EMPLOYEE TRAINING	0.00	199.00	
	<u>100-2080-7066-0000</u>	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING		199.00	
2238	SAN GORGONIO MEMORIAL HOSPITAL	11/24/2021	Regular	0.00	4,129.61	110852
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>			
<u>2050463</u>	Invoice	11/24/2021	EMPLOYEE MEDICAL SERVICES	0.00	4,129.61	
	<u>100-2050-6019-0000</u>	FIRST AID	EMPLOYEE MEDICAL SERVICES		4,129.61	
4434	SCOTT BROSIIOUS	11/24/2021	Regular	0.00	1,850.00	110853
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>			
<u>B111821</u>	Invoice	11/24/2021	PROFESSIONAL IT SERVICES	0.00	1,850.00	
	<u>100-1230-7068-0000</u>	CONTRACTUAL SERVICES	PROFESSIONAL IT SERVICES		1,850.00	
4267	THERESA MICHEL INVESTIGATIONS	11/24/2021	Regular	0.00	225.00	110854
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>			
<u>35</u>	Invoice	11/24/2021	HIRING COSTS	0.00	225.00	
	<u>100-1240-6050-0000</u>	RECRUITMENT AND HIRI	HIRING COSTS		225.00	
2873	TPX COMMUNICATIONS	11/24/2021	Regular	0.00	516.53	110855
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>			
<u>150001715-0</u>	Invoice	11/24/2021	PHONE UTILITY	0.00	516.53	
	<u>100-1230-7015-6040</u>	TELEPHONE (POLICE DPT)	PHONE UTILITY		516.53	
3923	UPDOG MEDIA, LLC	11/24/2021	Regular	0.00	7,290.00	110856
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>			
<u>7639</u>	Invoice	11/24/2021	DEPT SUPPLIES	0.00	7,290.00	
	<u>760-0000-8062-0000</u>	BUS PURCHASES	DEPT SUPPLIES		7,290.00	
2484	VERIZON	11/24/2021	Regular	0.00	1,035.73	110857
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>			
<u>9891533084</u>	Invoice	11/24/2021	PHONE UTILITY	0.00	1,035.73	
	<u>750-7100-7015-0000</u>	TELEPHONE	VEHICLE MAINTENANCE		115.03	
	<u>750-7400-7015-0000</u>	TELEPHONE	PHONE UTILITY		230.06	
	<u>750-7600-7015-0000</u>	TELEPHONE	PHONE UTILITY		230.06	
	<u>750-7800-7015-0000</u>	TELEPHONE	PHONE UTILITY		115.03	
	<u>750-7900-7015-0000</u>	TELEPHONE	PHONE UTILITY		76.69	
	<u>750-8000-7015-0000</u>	TELEPHONE	PHONE UTILITY		115.49	
	<u>750-8100-7015-0000</u>	TELEPHONE	PHONE UTILITY		38.34	
	<u>750-8200-7015-0000</u>	TELEPHONE	PHONE UTILITY		38.34	
	<u>750-8300-7015-0000</u>	TELEPHONE	PHONE UTILITY		76.69	
2490	VERIZON BUSINESS SERVICE	11/24/2021	Regular	0.00	1,577.51	110858
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>			
<u>72027242</u>	Invoice	11/24/2021	PHONE UTILITY	0.00	1,577.51	
	<u>100-1230-7015-6040</u>	TELEPHONE (POLICE DPT)	PHONE UTILITY		1,577.51	
3209	VPLS SOLUTIONS LLC	11/24/2021	Regular	0.00	787.50	110859
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>			
<u>18007</u>	Invoice	11/24/2021	PROFESSIONAL SERVICES	0.00	787.50	
	<u>100-1230-7068-0000</u>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		787.50	



Check Report

Date Range: 11/20/2021 Item 2. 21

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	
3248	WEBB MUNICIPAL FINANCE, LLC	11/24/2021	Regular	0.00	21,180.25	110860
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>20210481</u>	Invoice	11/23/2021	CFD FORMATION	0.00	21,180.25	
	<u>250-0000-1197-0000</u>		CFD FORMATION - NOBEL		21,180.25	
			CFD FORMATION			
2546	WILLDAN ENGINEERING	11/24/2021	Regular	0.00	8,280.00	110861
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>002-25399</u>	Invoice	11/24/2021	PERMIT TECHNICIAN	0.00	6,840.00	
	<u>100-2150-7069-0000</u>		PERMIT TECHNICIAN EXP		6,840.00	
			PERMIT TECHNICIAN			
<u>002-25478</u>	Invoice	11/24/2021	FY 21/22 Building Inspector Services, Will	0.00	1,440.00	
	<u>100-2150-7067-0000</u>		INSPECTIONS		1,440.00	
			FY 21/22 Building Inspector Serv			
2552	WOODSIDE HOMES	11/24/2021	Regular	0.00	325,216.66	110862
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>TR37698 &amp; TR37</u>	Invoice	11/24/2021	REIMBURSEMENT OF PARK DIF FEES PER	0.00	325,216.66	
	<u>567-0000-7900-0000</u>		MITIGATION FEE REFUND		147,145.84	
	<u>569-0000-7900-0000</u>		MITIGATION FEE REFUND		178,070.82	
			REIMBURSEMENT OF PARK DIF			
			REIMBURSEMENT OF PARK DIF			
2555	XYLEM DEWATERING SOLUTIONS U.S.A INC	11/24/2021	Regular	0.00	10,061.43	110863
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>401123945</u>	Invoice	11/24/2021	MARSHALL LIFT STATION PUMP RENTAL	0.00	7,734.03	
	<u>700-4050-7075-0000</u>		EQUIPMENT LEASING/RE		7,097.09	
	<u>700-4050-7075-0000</u>		EQUIPMENT LEASING/RE		636.94	
			MARSHALL LIFT STATION PUMP			
			MARSHALL LIFT STATION PUMP			
<u>401127402</u>	Invoice	11/24/2021	MARSHALL LIFT STATION PUMP RENTAL	0.00	2,327.40	
	<u>700-4050-7075-0000</u>		EQUIPMENT LEASING/RE		2,327.40	
			MARSHALL LIFT STATION PUMP			

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	73	60	0.00	495,398.06
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	5	4	0.00	2,176,580.75
Virtual Payments	0	0	0.00	0.00
	<b>78</b>	<b>64</b>	<b>0.00</b>	<b>2,671,978.81</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	73	60	0.00	495,398.06
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	5	4	0.00	2,176,580.75
Virtual Payments	0	0	0.00	0.00
	<b>78</b>	<b>64</b>	<b>0.00</b>	<b>2,671,978.81</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	11/2021	2,671,978.81
			<b>2,671,978.81</b>



WARRANTS TO BE RATIFIED

Thursday, December 02, 2021

Printed Checks	110864-110868	\$	3,310.95	FY 21/22
ACH	534-537	\$	851,338.73	
InvoicePay	APA000001-APA0000012	\$	20,843.36	
	A/P Total	\$	<u>854,649.68</u>	

Wires	Bank of Hemet	\$	2,000,000.00	Replenish Payroll Account
	US Bank	\$	15,000,000.00	Transfer to Investment Account

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

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

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



City of Beaumont, CA

Check Register Item 2.

Packet: APPKT01967 - 20211202 JM CHECKS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: APBNK-AP Bank</b>						
2295	SLOVAK BARON EMPEY MURPHY &	12/02/2021	EFT	0.00	117,557.57	534
<u>67584</u>	Invoice	11/08/2021	LEGAL SERVICES	0.00	8,387.50	
<u>67585</u>	Invoice	11/08/2021	LEGAL SERVICES	0.00	9,680.00	
<u>67586</u>	Invoice	11/08/2021	LEGAL SERVICES	0.00	10,399.00	
<u>67587</u>	Invoice	11/08/2021	LEGAL SERVICES	0.00	15,150.50	
<u>67588</u>	Invoice	11/08/2021	LEGAL SERVICES	0.00	3,877.50	
<u>67589</u>	Invoice	11/08/2021	LEGAL SERVICES	0.00	9,477.74	
<u>67591</u>	Invoice	11/08/2021	LEGAL SERVICES	0.00	274.50	
<u>67592</u>	Invoice	11/08/2021	LEGAL SERVICES	0.00	4,290.00	
<u>67593</u>	Invoice	11/08/2021	LEGAL SERVICES	0.00	12,031.50	
<u>67596</u>	Invoice	11/08/2021	LEGAL SERVICES	0.00	430.20	
<u>67597</u>	Invoice	11/08/2021	LEGAL SERVICES	0.00	23.90	
<u>67598</u>	Invoice	11/08/2021	LEGAL SERVICES	0.00	143.40	
<u>67599</u>	Invoice	11/08/2021	LEGAL SERVICES	0.00	4,899.50	
<u>67600</u>	Invoice	11/08/2021	LEGAL SERVICES	0.00	8,412.50	
<u>67601</u>	Invoice	11/08/2021	LEGAL SERVICES	0.00	7,500.00	
<u>67602</u>	Invoice	11/08/2021	LEGAL SERVICES	0.00	1,840.30	
<u>67603</u>	Invoice	11/08/2021	LEGAL SERVICES	0.00	2,581.20	
<u>67700</u>	Invoice	11/15/2021	LEGAL SERVICES	0.00	117.00	
<u>67701</u>	Invoice	11/15/2021	LEGAL SERVICES	0.00	7,742.45	
<u>67702</u>	Invoice	11/16/2021	LEGAL SERVICES	0.00	10,298.88	
2540	WESTERN RIVERSIDE COUNTY REGI	12/02/2021	EFT	0.00	52,830.00	535
<u>OCTOBER 2021</u>	Invoice	12/01/2021	MSHCP FEES	0.00	52,830.00	
3101	WRCOG	12/02/2021	EFT	0.00	5,000.00	536
<u>541</u>	Invoice	07/01/2020	FY 20/21 MEMBER DUES	0.00	5,000.00	
3101	WRCOG	12/02/2021	EFT	0.00	675,951.16	537
<u>OCTOBER 2021</u>	Invoice	12/01/2021	TUMF FEES	0.00	675,951.16	
1160	BIG TIME DESIGN	12/02/2021	Regular	0.00	560.95	110864
<u>5218</u>	Invoice	11/19/2021	SHOP WITH A COP SHIRTS	0.00	560.95	
4490	DAVID SMITH	12/02/2021	Regular	0.00	185.00	110865
<u>12/06/21-12/08/</u>	Invoice	12/01/2021	EMPLOYEE TRAINING	0.00	185.00	
4487	JOANNE TERRELL	12/02/2021	Regular	0.00	45.00	110866
<u>RCT R01187667</u>	Invoice	09/28/2021	REFUND FOR LICENSES DUE TO CANCELLE	0.00	45.00	
2218	RYAN BRIEDA	12/02/2021	Regular	0.00	220.00	110867
<u>12/01/2021</u>	Invoice	12/01/2021	K9 REIMBURSEMENT	0.00	220.00	
2520	WALMART	12/02/2021	Regular	0.00	2,300.00	110868

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>12/01/21</u>	Invoice	12/01/2021	PURCHASE OF GIFT CARDS FOR SHOP WIT	0.00	2,300.00	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	5	5	0.00	3,310.95
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	23	4	0.00	851,338.73
Virtual Payments	0	0	0.00	0.00
	<b>28</b>	<b>9</b>	<b>0.00</b>	<b>854,649.68</b>



# Check Register

Packet: APPKT01962 - 20211201 JM CHECKS



City of Beaumont, CA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: APBNK-AP Bank</b>						
1050	AMAZON CAPITAL SERVICES	12/01/2021	Virtual Pay	0.00	74.46	APA000001
<u>1CQR-4797-LLX4</u>	Invoice	11/12/2021	OFFICE SUPPLIES	0.00	74.46	

**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	0	0	0.00	0.00
Virtual Payments	1	1	0.00	74.46
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>74.46</b>







City of Beaumont, CA

Packet: APPKT01966 - 20211202 JM PAYMENTS

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
<b>Bank Code: APBNK-AP Bank</b>						
1287 <u>OCTOBER 2021</u>	CITY OF CALIMESA Invoice	12/02/2021 12/01/2021	Virtual Pay CALIMESA PERMIT AGREEMENT FEES	0.00 0.00	1,100.00 1,100.00	APA000002
1237 <u>111</u>	DANIEL WILLIAM DOPP Invoice	12/02/2021 11/03/2021	Virtual Pay EMERGENCY SERVICES	0.00 0.00	205.00 205.00	APA000003
1424 <u>051885754X2111</u> <u>080503076X2111</u>	DIRECTV Invoice Invoice	12/02/2021 12/01/2021 11/20/2021	Virtual Pay BUILDING UTILITY BUILDING UTILITY	0.00 0.00 0.00	311.23 195.24 115.99	APA000004
1533 <u>213-181-1343-03</u> <u>951-197-0708-12</u> <u>951-197-0835-05</u> <u>951-769-8537-03</u> <u>951-769-8538-06</u> <u>951-769-8539-04</u> <u>951-922-6646-04</u>	FRONTIER COMMUNICATIONS Invoice Invoice Invoice Invoice Invoice Invoice Invoice	12/02/2021 11/25/2021 11/16/2021 11/21/2021 11/19/2021 11/22/2021 11/25/2021 11/16/2021	Virtual Pay PHONE UTILITY PHONE UTILITY PHONE UTILITY PHONE UTILITY PHONE UTILITY PHONE UTILITY PHONE UTILITY	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	2,653.18 69.47 1,190.00 812.42 107.69 82.99 166.45 224.16	APA000005
1984 <u>90000616416762</u>	NAPA AUTO PARTS Invoice	12/02/2021 11/19/2021	Virtual Pay VEHICLE MAINTENANCE	0.00 0.00	113.05 113.05	APA000006
2009 <u>2678-396366</u> <u>2678-396646</u> <u>2678-397682</u> <u>2678-398138</u>	O'REILLY AUTO PARTS Invoice Invoice Invoice Credit Memo	12/02/2021 11/16/2021 11/17/2021 11/22/2021 12/01/2021	Virtual Pay VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00 0.00 0.00 0.00 0.00	249.01 11.84 30.71 228.46 -22.00	APA000007
2311 <u>11/30/21</u>	SOUTHERN CALIFORNIA EDISON Invoice	12/02/2021 11/30/2021	Virtual Pay ELECTRIC UTILITY	0.00 0.00	12,301.25 12,301.25	APA000008
2401 <u>2685</u>	THALES CONSULTING Invoice	12/02/2021 11/30/2021	Virtual Pay CONSULTING SERVICES	0.00 0.00	800.00 800.00	APA000009
2430 <u>0241971112521</u>	TIME WARNER CABLE Invoice	12/02/2021 11/25/2021	Virtual Pay PHONE UTILITY	0.00 0.00	2,834.88 2,834.88	APA000010
2430 <u>0014188112021</u>	TIME WARNER CABLE Invoice	12/02/2021 11/20/2021	Virtual Pay PHONE UTILITY	0.00 0.00	50.03 50.03	APA000011
2430 <u>0013594112021</u>	TIME WARNER CABLE Invoice	12/02/2021 11/20/2021	Virtual Pay PHONE UTILITY	0.00 0.00	151.27 151.27	APA000012

**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	0	0	0.00	0.00
Virtual Payments	21	11	0.00	20,768.90
	<b>21</b>	<b>11</b>	<b>0.00</b>	<b>20,768.90</b>

Virtual Payments	21	11	0.00	20,768.90
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### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	12/2021	20,768.90
			<b>20,768.90</b>



## Staff Report

**TO:** City Council  
**FROM:** Nicole Wheelwright, Deputy City Clerk  
**DATE:** December 21, 2021  
**SUBJECT:** Amendment to the Western Riverside Council of Governments' Joint Powers Agreement

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### Background and Analysis:

A request for approval of an amendment to the Western Riverside Council of Governments' (WRCOG) Joint Powers Agreement was received by the City Clerk's office to be brought forward to City Council for consideration. This request was a directive from the WRCOG Executive Committee to forward to the member agencies for review and approval.

Attached is the staff report from the WRCOG Executive Committee Meeting with a red-lined version of changes and amendment to the joint powers agreement.

### Fiscal Impact:

City staff estimates the cost to prepare this report to be \$135.

### Recommended Action:

Approve the Amendment to the Western Riverside Council of Governments' Joint Powers Agreement.

### Attachments:

- A. WRCOG staff report
- B. Redlined Version of the agreement
- C. Clean copy of changes



# Western Riverside Council of Governments Executive Committee

## Staff Report

**Subject:** Updates to WRCOG JPA and Bylaws  
**Contact:** Dr. Kurt Wilson, Executive Director, [kwilson@wrcog.us](mailto:kwilson@wrcog.us), (951) 405-6701  
**Date:** November 1, 2021

### Requested Action(s):

1. Direct staff to forward the JPA Amendment to WRCOG member agencies for their approval.
2. Adopt Resolution Number 25-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments amending its Bylaws.

### Purpose:

The purpose of this item is to present an updated version of the WRCOG Joint Powers Agreement and Bylaws. These updates were made based on direction from a subcommittee tasked with reviewing both documents.

### Background:

The practices, role, and needs of WRCOG have evolved over the past three decades. The processes outlined in the formation document (Joint Powers Agreement) and the operational document (Bylaws) should be updated from time to time in order to capture changes in the needs, intent, and focus of the Executive Committee. This agenda item proposes updates to both documents.

Earlier this summer, a subcommittee comprised of Vice-Chair Crystal Ruiz, Committee member Brian Tisdale, Committee member Ben Benoit, and immediate Past Chair Kevin Bash met to evaluate and propose changes to WRCOG's Bylaws. The group met over a series of months and identified several substantive changes along with several formatting and/or stylistic changes.

Upon completion of their work on the Bylaws, Chair Spiegel tasked the group with performing a similar task with the Joint Powers Agreement – the parent document to the Bylaws. The group convened and has completed its work.

Both documents are attached as proposed (clean) version and redline version.

A partial list of key changes to the JPA is listed below. For the full scope of changes, please see the attached red line document (Attachment 1) (list of substantive changes). The changes are intended to:

1. Remove references to the membership of the Morongo Band of Mission Indians.
2. Modernize language and processes, including removal of references to use of member agency employees to perform day-to-day WRCOG Agency business.

3. Completely revise indemnity language to better articulate WRCOG responsibility to indemnify member agencies.
4. Remove outdated arbitration provision.

A partial list of key changes to the Bylaws is listed below. For the full scope of changes, please see the attached red line document (Attachment 3) (list of substantive changes). The changes are intended to:

1. Clarify the role of the Chairperson to include, without limitation, the power to execute documents or take other actions as directed by the Executive Committee, make appointments to the Administration & Finance Committee, create and appoint to ad hoc committees, and call special meetings.
2. Clarify which official will preside over the meeting when the Chair is absent. Designates the Past Chair to preside over the meeting if the Chair, Vice-Chair, and Second Vice-Chair are absent.
3. Clarify the duties of the Executive Director and General Counsel and the Executive Committee's ultimate oversight authority over the Executive Director and General Counsel. Duties of the Executive Director include:
  - a. Administration of personnel system
  - b. Administration of contracts
  - c. Preparation of audit by outside auditor
  - d. Enforcement of policies, rules and regulations, motions, or resolutions
  - e. Preparation and implementation of budget
4. Establish the selection, oversight, and termination process of the Executive Director and General Counsel.
5. Update gender references.
6. Make various non-substantive language changes for clarity.

**Prior Action(s):**

**October 13, 2021:** The Administration & Finance Committee recommended that the Executive Committee 1) direct staff to forward the JPA Amendment to WRCOG member agencies for their approval; and 2) adopt Resolution Number 25-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments amending its Bylaws.

**Fiscal Impact:**

This item is for informational purposes only; therefore, there is no fiscal impact.

**Attachment(s):**

Attachment 1 - JPA - red lined

Attachment 2 - JPA - clean

Attachment 3 - Bylaws - red lined

Attachment 4 - Resolution Number 25-21 Amending the Bylaws

Updated through ~~XXXXXXXX~~ November 1, 2021  
Revised 148

JOINT POWERS AGREEMENT OF  
THE WESTERN RIVERSIDE  
COUNCIL OF GOVERNMENTS

This Agreement is made and entered into on the 1st day of April, 1991, pursuant to Government Code Section 6500 et. seq., and other pertinent provisions of law, by and between six or more of the cities located within Western Riverside County and the County of Riverside.

RECITALS

A. Each member and party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields.

B. The purpose of the formation is to provide an agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and regional basis through the establishment of an association of governments. The Council will explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern.

C. When authorized pursuant to an Implementation Agreement, the Council shall manage and administer thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

## I.

PURPOSE AND POWERS1.1 Agency Created.

There is hereby created a public entity to be known as the "Western Riverside Council of Governments" ("WRCOG" or "the Council). WRCOG is formed by this Agreement pursuant to the provision of Government Code Section 6500 et. seq. and other pertinent provision of law. WRCOG shall be a public entity separate from the parties hereto.

1.2 Powers.

1.2.1. WRCOG established hereunder shall perform all necessary functions to fulfill the purposes of this Agreement. Among other functions, WRCOG shall:

a. Serve as a forum for consideration, study, and recommendation on area-wide and regional problems;

b. Assemble information helpful in the consideration of problems peculiar to Western Riverside County;

c. Explore practical avenues for intergovernmental cooperation, coordination, and action in the interest of local public welfare and means of improvements in the administration of governmental services; and

d. Serve as the clearinghouse review body for Federally-funded projects in accordance with Circular A-95 in conjunction with the Southern California Association of Governments.

1.2.2. The Council shall have the power in its own name to do any of the following:

- a. When necessary for the ~~day to day~~day-to-day operation of the Council, to make and enter into contracts;
- b. To contract for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom to employ such other persons, as it deems necessary;
- c. To apply for an appropriate grant or grants under any federal, state, or local programs;
- d. To receive gifts, contributions, and donations of property, funds, services, and other forms of financial assistance from persons, firms, corporations, and any governmental entity;
- e. To lease, acquire, construct, manage, maintain, and operate any buildings, works, or improvements;
- f. To delegate some or all of its powers to the Executive Committee and the Executive Director of the Council as hereinafter provided.

1.2.3 The ~~association~~Council shall have the power in its own name, only with the approval of all affected member agencies to:

- a. Acquire, hold, and dispose of property by eminent domain, lease, lease purchase or sale;
- b. To incur debts, liabilities, obligations, and issue bonds;

II.

ORGANIZATION OF COUNCIL

2.1 Parties.



The parties to WRCOG shall be the County of Riverside and each city located within Western Riverside County which has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement hereto and agrees to become a member upon such terms and conditions as established by the General Assembly or Executive Committee, and which has not, pursuant to provisions hereof, withdrawn herefrom– (the “Member Agencies”). Only the parties identified in this section and Associate Members approved under section 8.2 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government Code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely those rights expressly set forth in a PACE Agreement authorized in section 8.2 of this Agreement.

## 2.2 Names.

The names, particular capacities and addresses of the parties shall be shown on Exhibit "A" attached hereto, as amended or supplemented from time to time by the Executive Director. If the Executive Director amends or supplements Exhibit "A"; a copy of the revised Exhibit "A" shall be provided to the members.

## 2.3 Duties.

WRCOG shall do whatever is necessary and required to carry out the purposes of this Agreement and when authorized by an Implementation Agreement pursuant to section 1.2.3 as appropriate, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement,

within the provisions of Government Code Section 6500 et seq. and as prescribed by the laws of the State of California.

2.4 Governing Body.

2.4.1. WRCOG shall be governed by a General Assembly with membership consisting of representatives from the County of Riverside, each city which is a signatory to this Agreement, the Western Municipal Water District, and the Eastern Municipal Water District, ~~and the Morongo Band of Mission Indians (“Morongo”)~~ (collectively, the “General Assembly Member Agencies”). Each General Assembly Member Agency shall have one vote for each ~~mayor~~ Mayor, ~~council~~ Council member, ~~county~~ County supervisor Supervisor, and water Water district District board Board member Member, ~~and tribal council members~~ present at the General Assembly. The General Assembly shall act only upon a majority of a quorum. A quorum shall consist of a majority of the total authorized representatives, provided that voting representatives of a majority of the General Assembly Member Agencies are present. The General Assembly shall adopt and amend ~~by laws~~ Bylaws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. ~~Such by laws~~ Bylaws may provide for the management and administration of this Agreement. The General Assembly shall meet at least once annually, preferably scheduled in the evening.

2.4.2. There shall be an Executive Committee which exercises the powers of this Agreement between sessions of the General Assembly. Members of the Executive Committee shall be the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors, and the President of each Water District, ~~and the Tribal Chairman of Morongo (the “Executive Committee Members”)~~. Each City Council,

at its discretion, can appoint its Mayor Pro Tem or other City Council member in place of the Mayor. ~~Each water~~ Water ~~district~~ District board Board, at its discretion, can appoint another Board member in place of the President. ~~The Tribal Council of Morongo, at its discretion, can appoint another Tribal Council member in place of the Tribal Chairman.~~ The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the Executive Committee Members. Voting shall be cast and tallied in accordance with the by-laws Bylaws. ~~Membership of Morongo on the General Assembly and Executive Committee of WRCOG shall be conditioned on Morongo entering into a separate Memorandum of Understanding with WRCOG.~~

2.4.3. Each member of the General Assembly and the Executive Committee shall be a current member of the legislative body such member represents.

2.4.4. Each Executive Committee Member shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents. The remaining member of the Board of Supervisors shall serve as an alternate for the Board of Supervisors. The name of the alternate members shall be on file with the Executive ~~Committee~~ Director. In the absence of the regular member from an agency, the alternate member from such agency shall assume all rights and duties of the absent regular member.

## 2.5 Executive Director.

The Executive Director shall be the ~~chief~~ Chief ~~administrative~~ Executive ~~Officer~~ of the Council. He or she shall receive such compensation as may be fixed by

the Executive Committee. The powers and duties of the Executive Director shall be subject to the authority of the Executive Committee and include the following:

- a. To appoint, direct and remove employees of the Council.
- b. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.
- c. Serve as Secretary of the General Assembly and of the Executive Committee.
- d. To attend meetings of the General Assembly and Executive Committee.
- e. To perform such other and additional duties as the Executive Committee may require.

#### 2.6 Principal Office.

The principal office of WRCOG shall be established by the Executive Committee and shall be located within Western Riverside County. The Executive Committee is hereby granted full power and authority to change said principal office from one location to another within Western Riverside County. Any change shall be noted by the Secretary under this section but shall not be considered an amendment to this Agreement.

#### 2.7 Meetings.

The Executive Committee shall meet at the principal office of the agency or at such other place as may be designated by the Executive Committee or Chair. The time and place of regular meetings of the Executive Committee shall be determined by ~~resolution adopted by the Executive Committee~~; a copy of such ~~resolution~~ resolution-schedule shall be furnished to each party hereto. Regular, adjourned, and special meetings shall be

called and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it may be amended.

#### 2.8 Powers and Limitations of the Executive Committee.

Unless otherwise provided herein, each Member or participating alternate of the Executive Committee shall be entitled to one vote, and a vote of the majority of those present and qualified to vote constituting a quorum may adopt any motion, resolution, or order and take any other action they deem appropriate to carry forward the objectives of the Council.

#### 2.9 Minutes.

The Secretary of the Council shall cause to be kept minutes of regular, adjourned regular, and special meetings of the General Assembly and Executive Committee, and shall cause a copy of the ~~minutes~~ Minutes to be forwarded to each member.

#### 2.10 Rules.

The Executive Committee may adopt from time to time such rules and regulations for the conduct of its affairs consistent with this Agreement or any Implementation Agreement.

#### ~~2.11 Vote or Assent of Members.~~

~~The vote, assent or approval of the members in any manner as may be required hereunder shall be evidenced by a certified copy of the action of the governing body of such party filed with the Council. It shall be the responsibility of the Executive Director to obtain certified copies of said actions.~~

#### 2.1321 Officers.

There shall be selected from the membership of the Executive Committee, a ~~chairperson~~Chair, a ~~vice~~Vice-~~chairperson~~Chair, and a ~~second~~Second ~~vice~~Vice-~~chairperson~~Chair in accordance with the ~~by-laws~~Bylaws. The Executive Director shall be the ~~Secretary of the Council~~. The Treasurer and the Auditor shall be appointed by the Executive Director and must be officers or employees of WRCOG. The Executive Director may appoint a single officer or employee of WRCOG to serve in both the Treasurer and Auditor positions. Such person(s) shall possess the powers of, and shall perform the ~~treasurer~~Treasurer and ~~auditor~~Auditor functions respectively, for WRCOG and perform those functions required of them by Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

The ~~chairperson~~Chair, ~~vice~~Vice-~~chairperson~~Chair, and ~~second~~Second ~~vice~~Vice-~~chairperson~~Chair shall hold office for a period of one year commencing at the close of the ~~General Assembly meeting~~annually on July 1 of their election, and ending one year thereafter, or until his or her successor is elected. ~~The Officers shall have the duties set forth in the by-laws~~Bylaws. ~~Except for the Executive Director, any officer, employee, or agent of the Executive Committee may also be an officer, employee, or agent of any of the members. The appointment by the Executive Committee of such a person shall be evidence that the two positions are compatible.~~

#### 2.1432 Committees.

The Executive Committee may, as it deems appropriate, establish committees to accomplish the purposes set forth herein. All standing committee meetings

of WRCOG, including those of the Executive Committee, shall be open to all Executive Committee Members in accordance with the Brown Act.

2.1543      Additional Officers and Employees.

The Executive Committee shall have the power to authorize such additional ~~officers~~ Officers and ~~employees~~ as may be appropriate.

2.1654      Bonding Requirement.

The ~~officers~~ Officers or persons who have charge of, handle, or have access to any property of WRCOG shall be the Treasurer, the Executive Director, and any other ~~officers~~ Officers or persons designated or empowered by the Executive Committee. Each such ~~officer~~ Officer or person shall be required to file an official bond with the Executive Committee in an amount which shall be established by the Executive Committee. Should the existing bond or bonds of any such ~~officer~~ Officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of WRCOG.

2.1765      Status of Officers and Employees.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of ~~officers~~ Officers, agents, or employees of any of the members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. ~~None of the officers, agents, or employees appointed by the Executive Committee shall be deemed, by reason of their employment by the~~

~~Executive Committee, to be employed by any of the members or, by reason of their employment by the Executive Committee, to be subject to any of the requirements of such members.~~

~~2.1873~~      Restrictions.

Pursuant to Government Code Section 6509, for the purposes of determining the restrictions to be imposed by the Council in its exercise of the above-described joint powers, reference shall be made to, and the Council shall observe, the restrictions imposed by state law upon the County of Riverside.

~~2.1987~~      TUMF Matters – Water Districts and Morongo.

Pursuant to this Joint Powers Agreement, WRCOG administers the Transportation Uniform Mitigation Fee (“TUMF”) for cities in Western Riverside County. The fee was established prior to the Water District’s ~~and Morongo’s~~ involvement with WRCOG and will fund transportation improvements for the benefit of the County of Riverside and the cities in Western Riverside County. As such, the Western Municipal Water District ~~and~~, the Eastern Municipal Water District, ~~and Morongo General Assembly and Executive Committee Members~~ shall not vote on any matter related to the administration of the TUMF ~~program~~ Program or the expenditure of TUMF revenues.

III

FUNDS AND PROPERTY

3.1      Treasurer.

The Treasurer of the Council shall have custody of all funds and shall provide for strict accountability thereof in accordance with Government Code Section 6505.5 and other applicable laws of the State of California. He or she shall perform all of



the duties required in Government Code Section 6505 et. seq., and such other duties as may be prescribed by the Executive Committee.

3.2. Expenditure of Funds.

The funds under this Agreement shall be expended only in furtherance of the purposes hereof and in accordance with the laws of the State of California and standard accounting practices shall be used to account for all funds received and disbursed.

3.3. Fiscal Year.

WRCOG shall be operated on a fiscal year basis, beginning on July 1 of each year and continuing until June 30 of the succeeding year. Prior to July 1 of each year, the General Assembly shall adopt a final budget for the expenditures of WRCOG during the following fiscal Year.

3.4. Contributions / Public Funds.

In preparing the budget, the General Assembly, by majority vote of a quorum, shall determine the amount of funds which will be required from its members for the purposes of this Agreement. The funds required from its members after approval of the final budget shall be raised by contributions 50% of which will be assessed on a per capita basis and 50% on an assessed valuation basis, each city paying on the basis of its population and assessed valuation, and the County paying on the basis of the population and assessed valuation within the unincorporated area of Western Riverside County as defined in the ~~by laws~~ Bylaws. The parties, when informed of their respective contributions, shall pay the same before August 1st of the fiscal year for which they are assessed or within sixty days of being informed of the assessment, whichever occurs

later. In addition to the contributions provided, advances of public funds from the parties may be made for the purposes of this Agreement. When such advances are made, they shall be repaid from the first available funds of WRCOG.

The General Assembly shall have the power to determine that personnel, equipment, or property of one or more of the parties to the Agreement may be used in lieu of fund contributions or advances.

All contributions and funds shall be paid to WRCOG and shall be disbursed by a majority vote of a quorum of the Executive Committee, as authorized by the approved budget.

3.5 Contributions from Water Districts and ~~Other Nonvoting Agency(ies)~~ and the Morongo Band of Mission Indians.

The provision of ~~section~~ Section 3.4 above shall be inapplicable to the Western Municipal Water District, the Eastern Municipal Water District, or other nonvoting agency, and Morongo. The amount of contributions from these water districts and Morongo or other nonvoting agency shall be through the WRCOG budget process. This provision shall not apply to Associate Members under Article VIII.

IV

BUDGETS AND DISBURSEMENTS

4.1 Annual Budget.

The Executive Committee may at any time amend the budget to incorporate additional income and disbursements that might become available to WRCOG for its purposes during a fiscal year.

4.2 Disbursements.

The Executive Director shall request warrants from the Auditor in accordance with budgets approved by the General Assembly or Executive Committee subject to quarterly review by the Executive Committee. The Treasurer shall pay such claims or disbursements and such requisitions for payment in accordance with rules, regulations, policies, procedures, and ~~by laws~~ Bylaws adopted by the Executive Committee.

#### 4.3 Accounts.

All funds will be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities and pursuant to Government Code Sections 6505 et seq., and any other applicable laws of the State of California. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Executive Committee.

#### 4.4 Expenditures Within Approved Annual Budget.

All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of a majority of a quorum of the Executive Committee.

#### 4.5 Audit.

The Auditor shall ~~make or~~ contract with an independent certified public accountant or public accountant to make an annual audit of WRCOG's accounts and records, and copies of such audit report shall be filed with the County Auditor, State Controller, and each party to WRCOG no later than fifteen (15) days after receipt of said audit by the Executive Committee. The Auditor shall perform those functions required of

him or her by Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

4.6 Reimbursement of Funds.

Grant funds received by WRCOG from any federal, state, or local agency to pay for budgeted expenditures for which WRCOG has received all or a portion of said funds from the parties hereto shall be used as determined by WRCOG's Executive Committee.

V

LIABILITIES

5.1 Liabilities.

The debts, liabilities, and obligations of WRCOG shall be the debts, liabilities, or obligations of WRCOG alone and not of the parties to this Agreement.

~~5.2 Liability of Directors, Officers, and Employees.~~

~~The Directors, eOfficers, and employees of the AuthorityAgencyCouncil shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, eOfficer, or employee will be responsible for any act or omission by another Director, eOfficer, or employee. The AuthorityAgencyCouncil shall defend, indemnify, and hold harmless the individual current and former Directors, eOfficers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by California Government Code § 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law to the Member Agencies, the AuthorityAgencyCouncil, or its Directors, eOfficers, or employees.~~

### 5.3 Indemnification.

~~The AuthorityAgencyCouncil shall acquire such insurance coverage as the BoardExecutive Committee deems necessary to protect the interests of the AgencyAuthorityCouncil, and the Member Agencies. The AuthorityAgencyCouncil shall indemnify, defend, and hold harmless the Member Agencies and each of their respective Board members board or eCouncil members, eOfficers, agents, and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the AuthorityAgencyCouncil under this Agreement.~~

#### 5.2 — Hold Harmless and Indemnity.

~~Each party hereto agree to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party or its employees. Where the General Assembly or Executive Committee itself or its agents or employees are held liable for injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be based proportionately upon the contributions (less voluntary contributions) of each member. In the event of liability imposed upon any of the parties to this Agreement, or upon the General Assembly or Executive CommitteeWRCOG created by this Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100.00). The party or parties~~

~~directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement. The voting for or against a matter being considered by the General Assembly or executive or other committee or WRCOG, or abstention from voting on such matter, shall not be construed to constitute a wrongful act or omission within the meaning of this Subsection. As used in this Section 5.2, party shall mean the Member Agencies and WRCOG~~

## VI

### ADMISSION AND WITHDRAWAL OF PARTIES

#### 6.1 Admission of New Parties.

It is recognized that additional cities, other than the original parties, may wish to participate in WRCOG. Any Western Riverside County city may become a party to WRCOG upon such terms and conditions as established by the General Assembly or Executive Committee. Any Western Riverside County city shall become a party to WRCOG by the adoption by the city council of this Agreement and the execution of a written addendum hereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the General Assembly or Executive Committee. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for advisory membership in the Council by the execution of a separate MOU setting forth the terms of such participation. The representative of any such advisory member may participate in the work of committees of the Council.

#### 6.2 Withdrawal from WRCOG.

It is fully anticipated that each party hereto shall participate in WRCOG until the purposes set forth in this Agreement are accomplished. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the General Assembly or Executive Committee, shall be conditioned as follows:

a. In the case of a voluntary withdrawal following a properly noticed public hearing, written notice shall be given to WRCOG, six months prior to the effective date of withdrawal;

b. Withdrawal shall not relieve the party of its proportionate share of any debts or other liabilities incurred by WRCOG prior to the effective date of the party's notice of withdrawal in a manner consist with Article V above;

c. Unless otherwise provided by a unanimous vote of the Executive Committee, withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property and funds upon termination of WRCOG as set forth in Section VII below;

d. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from membership in WRCOG.

## VII

### TERMINATION AND DISPOSITION OF ASSETS

#### 7.1 Termination of this Agreement.

WRCOG shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof or until the parties shall have mutually rescinded this Agreement; ~~—~~ providing, however, that WRCOG and this

Agreement shall continue to exist for the purposes of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of WRCOG.

Termination shall be accomplished by written consent of all of the parties, or shall occur upon the withdrawal from WRCOG of a sufficient number of the agencies enumerated herein so as to leave less than five of the enumerated agencies remaining in WRCOG.

#### 7.2 Distribution of Property and Funds.

In the event of the termination of this Agreement, any property interest remaining in WRCOG following the discharge of all obligations shall be disposed of as the Executive Committee shall determine with the objective of distributing to each remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

### VIII

#### IMPLEMENTATION AND PARTICIPATION AGREEMENTS:

##### ASSOCIATE MEMBERSHIP

#### 8.1 Execution of Agreement.

When authorized by the Executive Committee, any affected member agency, or agencies enumerated herein, may execute an Implementation Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by WRCOG in implementing a program, including indirect costs, shall be assessed only to those public agencies who are parties to that Implementation Agreement.

#### 8.2 PACE Agreements; Associate Membership.



WRCOG shall be empowered to establish and operate one or more Property Assessed Clean Energy ("PACE") ~~programs~~ Programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements, and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of WRCOG.

WRCOG, acting through its Executive Committee, shall be empowered to establish an "Associate Member" status that provides membership in WRCOG to local jurisdictions that are outside WRCOG's jurisdictional boundaries but within whose boundaries a PACE ~~program~~ Program will be established and implemented by WRCOG. Said local jurisdictions shall become Associate Members of WRCOG by adopting one or more agreements (the "PACE Agreement") on the terms and conditions established by the Executive Committee and consistent with the requirements of the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the California Government Code (Sections 6500 et seq.). The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement for the purposes of implementing the PACE ~~program~~ Program within their jurisdictional boundaries. Except as expressly provided for by the PACE Agreement, Associate Members shall not have any rights otherwise granted to WRCOG's members by this Agreement, including but not limited to the right to vote, right to amend this Agreement, and right to sit on committees or boards established under this Agreement or by action of the Executive Committee or

the General Assembly, including, without limitation, the General Assembly and the Executive Committee.

## IX

### MISCELLANEOUS

#### 9.1 Amendments.

This Agreement may be amended with the approval of not less than two-thirds (2/3) of all member agencies.

#### 9.2 Notice.

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the parties as shown on Exhibit "A", shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

#### 9.3 Effective Date.

This Agreement shall be effective and WRCOG shall exist from and after such date as this Agreement has been executed by any seven or more of the public agencies, including the County of Riverside, as listed on page 1 hereof.

#### 9.4 ~~Arbitration.~~

~~Any controversy or claim between any two or more parties to this Agreement, or between any such party or parties and/or WRCOG, with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of this Agreement, or any breach thereof, shall be submitted to and~~

determined by arbitration. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to every other party to this Agreement and to the Executive Director of the Council WRCOG. Such notice shall designate as "respondents" such other parties as the initiating party intends to have bound by any award made therein. Any party (including WRCOG) not so designated but which desires to join in the arbitration may, within ten (10) days of service upon it of such notice, file with all other parties and with the Executive Director of the Council WRCOG a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other parties it wishes to name as a respondent. Within twenty (20) days of the service of the initial demand for arbitration, the initiating party and the respondent or respondents shall each designate a person to act as an arbitrator. The designated arbitrators shall mutually designate the minimal number of additional persons as arbitrators as may be necessary to create an odd total number of arbitrators but not less than three (3) to serve as arbitrator(s).

The arbitrators shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure, Section 1280 et. seq. The parties to this Agreement and WRCOG agree that the decision of the arbitrators will be binding and will not be subject to judicial review except on the ground that the arbitrators have exceeded the scope of their authority.

#### 9.54 Partial Invalidity.

If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Agreement shall, to any extent, be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each

and all of the remaining terms, provisions, sections, promises, covenants\_ and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9.65 Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

9.75 Assignment.

The parties hereto shall not assign any rights or obligations under this Agreement without written consent of all other parties.

9.87 Execution.

The Board of Supervisors of the County of Riverside and the ~~city~~City ~~councils~~Councils of the cities enumerated herein have each authorized execution of this Agreement as evidenced by the authorized signatures below, respectively.

Updated through ~~xxxxxxx~~ November 1, 2021<sup>18</sup>  
Revised

**EXHIBIT "A"**

**Original Members**

- 1. ~~City of Banning~~
- 2. ~~City of Beaumont (rejoined June 22, 2017)~~
- 3. ~~City of Calimesa~~
- 4. ~~City of Canyon Lake~~
- 5. ~~City of Corona~~
- 6. ~~City of Hemet~~
- 7. ~~City of Lake Elsinore~~
- 8. ~~City of Moreno Valley~~
- 9. ~~City of Murrieta~~
- 10. ~~City of Norco~~
- 11. ~~City of Perris~~
- 12. ~~City of Riverside~~
- 13. ~~City of San Jacinto~~
- 14. ~~City of Temecula~~
- 15. ~~County of Riverside~~

1.	<u>City of Banning</u>	<u>99 E. Ramsey, Banning, CA 92220</u>
2.	<u>City of Beaumont (rejoined June 22, 2017)</u>	<u>550 East 6th Street, Beaumont, CA 92223</u>
3.	<u>City of Calimesa</u>	<u>908 Park Avenue, Calimesa, CA 92230</u>
4.	<u>City of Canyon Lake</u>	<u>31516 Railroad Canyon Road, Canyon Lake, CA 92587</u>
5.	<u>City of Corona</u>	<u>400 S. Vicentia Avenue, Corona, CA 92882</u>
6.	<u>City of Hemet</u>	<u>445 East Florida Avenue, Hemet, CA 92543</u>

- 7. City of Lake Elsinore 130 S. Main Street, Lake Elsinore, CA 92530
- 8. City of Moreno Valley 14177 Frederick Street, Moreno Valley, CA 92552
- 9. City of Murrieta 1 Town Square, Murrieta, CA 92562
- 10. City of Norco 2870 Clark Avenue, Norco, CA 92850
- 11. City of Perris 101 North "D" Street, Perris, CA 92570
- 12. City of Riverside 3900 Main Street, Riverside, CA 92522
- 13. City of San Jacinto 595 S. San Jacinto Avenue, Building B, San Jacinto, CA 92583
- 14. City of Temecula 41000 Main Street, Temecula, CA 92590
- 15. County of Riverside 4080 Lemon Street, Riverside, CA 92501

**Additional City Members**

- 1. ~~City of Eastvale (added on 08/02/2010, Resolution 01-11)~~
- 2. ~~City of Jurupa Valley (added on 07/29/2011, Resolution 02-12)~~
- 3. ~~City of Menifee (added on 10/06/2008, Resolution 03-09)~~
- 4. ~~City of Wildomar (added on 08/04/2008, Resolution 01-09)~~

- 1. City of Eastvale (added on 08/02/2010, Resolution 01-11) 12363 Limonite Avenue, Suite 910, Eastvale, CA 91752
- 2. City of Jurupa Valley (added on 07/29/2011, Resolution 02-12) 6930 Limonite Avenue, Jurupa Valley, CA 92509
- 3. City of Menifee (added on 10/06/2008, Resolution 03-09) 29844 Haun Road, Menifee, CA 92586
- 4. City of Wildomar (added on 08/04/2008, Resolution 01-09) 23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595

**For Reference Only**

**~~THE WESTERN RIVERSIDE  
COUNCIL OF GOVERNMENTS~~**

**Participating Agencies**

- 1. ~~Eastern Municipal Water District (membership on the Governing Board of~~

~~WRCOG, 05/11/2009)~~

~~2. Western Municipal Water District (membership on the Governing Board of  
WRCOG, 05/11/2009)~~

~~3. Riverside County Superintendent of Schools (membership as an ex-officio,  
advisory member of WRCOG, 11/07/2011)~~

~~4. Morongo Band of Mission Indians (membership on the Governing Board of  
WRCOG, 7/6/2015) withdrawn as of November 4, 2020.~~

1. Eastern Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009) 2270 Trumble Road, Perris, CA 92572

2. Western Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009) 14205 Meridian Parkway, Riverside, CA 92518

3. Riverside County Superintendent of Schools (membership as an ex-officio, advisory member of WRCOG, 11/07/2011) 3939 Thirteenth Street, Riverside, CA 92501

4. Morongo Band of Mission Indians (membership on the Governing Board of WRCOG, 7/6/2015. Withdrawn as of November 4, 2020)

Updated through November 1, 2021  
Revised

JOINT POWERS AGREEMENT OF  
THE WESTERN RIVERSIDE  
COUNCIL OF GOVERNMENTS

This Agreement is made and entered into on the 1st day of April 1991, pursuant to Government Code Section 6500 et. seq., and other pertinent provisions of law, by and between six or more of the cities located within Western Riverside County and the County of Riverside.

RECITALS

A. Each member and party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields.

B. The purpose of the formation is to provide an agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and regional basis through the establishment of an association of governments. The Council will explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern.

C. When authorized pursuant to an Implementation Agreement, the Council shall manage and administer thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:



## I.

PURPOSE AND POWERS1.1 Agency Created.

There is hereby created a public entity to be known as the "Western Riverside Council of Governments" ("WRCOG" or "the Council). WRCOG is formed by this Agreement pursuant to the provision of Government Code Section 6500 et. seq. and other pertinent provision of law. WRCOG shall be a public entity separate from the parties hereto.

1.2 Powers.

1.2.1. WRCOG established hereunder shall perform all necessary functions to fulfill the purposes of this Agreement. Among other functions, WRCOG shall:

- a. Serve as a forum for consideration, study, and recommendation on area-wide and regional problems.
- b. Assemble information helpful in the consideration of problems peculiar to Western Riverside County.
- c. Explore practical avenues for intergovernmental cooperation, coordination, and action in the interest of local public welfare and means of improvements in the administration of governmental services.
- d. Serve as the clearinghouse review body for Federally-funded projects in accordance with Circular A-95 in conjunction with the Southern California Association of Governments.

1.2.2. The Council shall have the power in its own name to do any of the following:

a. When necessary for the day-to-day operation of the Council, to make and enter into contracts.

b. To contract for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom to employ such other persons, as it deems necessary.

c. To apply for an appropriate grant or grants under any federal, state, or local programs.

d. To receive gifts, contributions, and donations of property, funds, services, and other forms of financial assistance from persons, firms, corporations, and any governmental entity.

e. To lease, acquire, construct, manage, maintain, and operate any buildings, works, or improvements.

f. To delegate some or all of its powers to the Executive Committee and the Executive Director of the Council as hereinafter provided.

1.2.3 The Council shall have the power in its own name, only with the approval of all affected member agencies to:

a. Acquire, hold, and dispose of property by eminent domain, lease, lease purchase or sale.

b. To incur debts, liabilities, obligations, and issue bonds.

## II.

### ORGANIZATION OF COUNCIL

## 2.1 Parties.

The parties to WRCOG shall be the County of Riverside and each city located within Western Riverside County which has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement hereto and agrees to become a member upon such terms and conditions as established by the General Assembly or Executive Committee, and which has not, pursuant to provisions hereof, withdrawn herefrom (the "Member Agencies"). Only the parties identified in this section and Associate Members approved under section 8.2 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government Code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely those rights expressly set forth in a PACE Agreement authorized in section 8.2 of this Agreement.

## 2.2 Names.

The names, particular capacities and addresses of the parties shall be shown on Exhibit "A" attached hereto, as amended or supplemented from time to time by the Executive Director. If the Executive Director amends or supplements Exhibit "A," a copy of the revised Exhibit "A" shall be provided to the members.

## 2.3 Duties.

WRCOG shall do whatever is necessary and required to carry out the purposes of this Agreement and when authorized by an Implementation Agreement pursuant to section 1.2.3 as appropriate, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement,

within the provisions of Government Code Section 6500 et seq. and as prescribed by the laws of the State of California.

#### 2.4 Governing Body.

2.4.1. WRCOG shall be governed by a General Assembly with membership consisting of representatives from the County of Riverside, each city which is a signatory to this Agreement, the Western Municipal Water District, and the Eastern Municipal Water District (collectively, the "General Assembly Member Agencies"). Each General Assembly Member Agency shall have one vote for each Mayor, Council member, County Supervisor, and Water District Board Members present at the General Assembly. The General Assembly shall act only upon a majority of a quorum. A quorum shall consist of a majority of the total authorized representatives, provided that voting representatives of a majority of the General Assembly Member Agencies are present. The General Assembly shall adopt and amend Bylaws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. Such Bylaws may provide for the management and administration of this Agreement. The General Assembly shall meet at least once annually, preferably scheduled in the evening.

2.4.2. There shall be an Executive Committee which exercises the powers of this Agreement between sessions of the General Assembly. Members of the Executive Committee shall be the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors, and the President of each Water District. Each City Council, at its discretion, can appoint its Mayor Pro Tem or other City Council member in place of the Mayor. Each Water District Board, at its discretion, can appoint

another Board member in place of the President. The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the Executive Committee Members. Voting shall be cast and tallied in accordance with the Bylaws.2.4.3.Each member of the General Assembly and the Executive Committee shall be a current member of the legislative body such member represents.

2.4.3. Each Executive Committee Member shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents. The remaining member of the Board of Supervisors shall serve as an alternate for the Board of Supervisors. The name of the alternate members shall be on file with the Executive Director. In the absence of the regular member from an agency, the alternate member from such agency shall assume all rights and duties of the absent regular member.

## 2.5 Executive Director.

The Executive Director shall be the Chief Executive Officer of the Council. He or she shall receive such compensation as may be fixed by the Executive Committee. The powers and duties of the Executive Director shall be subject to the authority of the Executive Committee and include the following:

- a. To appoint, direct and remove employees of the Council.
- b. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.
- c. Serve as Secretary of the General Assembly and of the Executive Committee.

d. To attend meetings of the General Assembly and Executive Committee.

e. To perform such other and additional duties as the Executive Committee may require.

#### 2.6 Principal Office.

The principal office of WRCOG shall be established by the Executive Committee and shall be located within Western Riverside County. The Executive Committee is hereby granted full power and authority to change said principal office from one location to another within Western Riverside County. Any change shall be noted by the Secretary under this section but shall not be considered an amendment to this Agreement.

#### 2.7 Meetings.

The Executive Committee shall meet at the principal office of the agency or at such other place as may be designated by the Executive Committee or Chair. The time and place of regular meetings of the Executive Committee shall be determined by the Executive Committee; a copy of such schedule shall be furnished to each party hereto. Regular, adjourned, and special meetings shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it may be amended.

#### 2.8 Powers and Limitations of the Executive Committee.

Unless otherwise provided herein, each Member or participating alternate of the Executive Committee shall be entitled to one vote, and a vote of the majority of those present and qualified to vote constituting a quorum may adopt any motion,

resolution, or order and take any other action they deem appropriate to carry forward the objectives of the Council.

2.9 Minutes.

The Secretary of the Council shall cause to be kept minutes of regular, adjourned regular, and special meetings of the General Assembly and Executive Committee, and shall cause a copy of the Minutes to be forwarded to each member.

2.10 Rules.

The Executive Committee may adopt from time to time such rules and regulations for the conduct of its affairs consistent with this Agreement or any Implementation Agreement.

2.11 Officers.

There shall be selected from the membership of the Executive Committee, a Chair, a Vice-Chair, and a Second Vice-Chair in accordance with the Bylaws. The Executive Director shall be the Secretary of the Council. The Treasurer and the Auditor shall be appointed by the Executive Director and must be officers or employees of WRCOG. The Executive Director may appoint a single officer or employee of WRCOG to serve in both the Treasurer and Auditor positions. Such person(s) shall possess the powers of, and shall perform the Treasurer and Auditor functions respectively, for WRCOG and perform those functions required of them by Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

The Chair, Vice-Chair, and Second Vice-Chair shall hold office for a period of one year commencing annually on July 1 and ending one year thereafter, or until his or her successor is elected. The Officers shall have the duties set forth in the Bylaws.

2.12 Committees.

The Executive Committee may, as it deems appropriate, establish committees to accomplish the purposes set forth herein. All standing committee meetings of WRCOG, including those of the Executive Committee, shall be open to all Executive Committee Members in accordance with the Brown Act.

2.13 Additional Officers.

The Executive Committee shall have the power to authorize such additional Officers as may be appropriate.

2.14 Bonding Requirement.

The Officers or persons who have charge of, handle, or have access to any property of WRCOG shall be the Treasurer, the Executive Director, and any other Officers or persons designated or empowered by the Executive Committee. Each such Officer or person shall be required to file an official bond with the Executive Committee in an amount which shall be established by the Executive Committee. Should the existing bond or bonds of any such Officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of WRCOG.

2.15 Status of Officers.



All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of Officers, agents, or employees of any of the members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement.

2.16 Restrictions.

Pursuant to Government Code Section 6509, for the purposes of determining the restrictions to be imposed by the Council in its exercise of the above-described joint powers, reference shall be made to, and the Council shall observe, the restrictions imposed by state law upon the County of Riverside.

2.17 TUMF Matters – Water Districts.

Pursuant to this Joint Powers Agreement, WRCOG administers the Transportation Uniform Mitigation Fee ("TUMF") for cities in Western Riverside County. The fee was established prior to the Water District's involvement with WRCOG and will fund transportation improvements for the benefit of the County of Riverside and the cities in Western Riverside County. As such, the Western Municipal Water District and the Eastern Municipal Water District Executive Committee Members shall not vote on any matter related to the administration of the TUMF Program or the expenditure of TUMF revenues.

III

FUNDS AND PROPERTY

3.1 Treasurer.

The Treasurer of the Council shall have custody of all funds and shall provide for strict accountability thereof in accordance with Government Code Section 6505.5 and other applicable laws of the State of California. He or she shall perform all of the duties required in Government Code Section 6505 et. seq., and such other duties as may be prescribed by the Executive Committee.

3.2. Expenditure of Funds.

The funds under this Agreement shall be expended only in furtherance of the purposes hereof and in accordance with the laws of the State of California and standard accounting practices shall be used to account for all funds received and disbursed.

3.3. Fiscal Year.

WRCOG shall be operated on a fiscal year basis, beginning on July 1 of each year and continuing until June 30 of the succeeding year. Prior to July 1 of each year, the General Assembly shall adopt a final budget for the expenditures of WRCOG during the following fiscal Year.

3.4. Contributions / Public Funds.

In preparing the budget, the General Assembly, by majority vote of a quorum, shall determine the amount of funds which will be required from its members for the purposes of this Agreement. The funds required from its members after approval of the final budget shall be raised by contributions 50% of which will be assessed on a per capita basis and 50% on an assessed valuation basis, each city paying on the basis of its population and assessed valuation, and the County paying on the basis of the population and assessed valuation within the unincorporated area of Western Riverside

County as defined in the Bylaws. The parties, when informed of their respective contributions, shall pay the same before August 1st of the fiscal year for which they are assessed or within sixty days of being informed of the assessment, whichever occurs later. In addition to the contributions provided, advances of public funds from the parties may be made for the purposes of this Agreement. When such advances are made, they shall be repaid from the first available funds of WRCOG.

The General Assembly shall have the power to determine that personnel, equipment, or property of one or more of the parties to the Agreement may be used in lieu of fund contributions or advances.

All contributions and funds shall be paid to WRCOG and shall be disbursed by a majority vote of a quorum of the Executive Committee, as authorized by the approved budget.

3.5 Contributions from Water Districts and Other Nonvoting Agency(ies).

The provision of Section 3.4 above shall be inapplicable to the Western Municipal Water District, the Eastern Municipal Water District, or other nonvoting agency. The amount of contributions from these water districts or other nonvoting agency shall be through the WRCOG budget process. This provision shall not apply to Associate Members under Article VIII.

IV

BUDGETS AND DISBURSEMENTS

4.1 Annual Budget.

The Executive Committee may at any time amend the budget to incorporate additional income and disbursements that might become available to WRCOG for its purposes during a fiscal year.

4.2 Disbursements.

The Executive Director shall request warrants from the Auditor in accordance with budgets approved by the General Assembly or Executive Committee subject to quarterly review by the Executive Committee. The Treasurer shall pay such claims or disbursements and such requisitions for payment in accordance with rules, regulations, policies, procedures, and Bylaws adopted by the Executive Committee.

4.3 Accounts.

All funds will be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities and pursuant to Government Code Sections 6505 et seq., and any other applicable laws of the State of California. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Executive Committee.

4.4 Expenditures Within Approved Annual Budget.

All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of a majority of a quorum of the Executive Committee.

4.5 Audit.

The Auditor shall contract with an independent certified public accountant or public accountant to make an annual audit of WRCOG's accounts and records, and

copies of such audit report shall be filed with the County Auditor, State Controller, and each party to WRCOG no later than fifteen (15) days after receipt of said audit by the Executive Committee. The Auditor shall perform those functions required of him or her by Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

#### 4.6 Reimbursement of Funds.

Grant funds received by WRCOG from any federal, state, or local agency to pay for budgeted expenditures for which WRCOG has received all or a portion of said funds from the parties hereto shall be used as determined by WRCOG's Executive Committee.

## V

### LIABILITIES

#### 5.1 Liabilities.

The debts, liabilities, and obligations of WRCOG shall be the debts, liabilities, or obligations of WRCOG alone and not of the parties to this Agreement.

#### 5.2 Liability of Directors, Officers, and Employees.

The Directors, Officers, and employees of Council shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, Officer, or employee will be responsible for any act or omission by another Director, Officer, or employee. The Council shall defend, indemnify, and hold harmless the individual current and former Directors, Officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by California Government Code § 995 et

seq. Nothing in this section shall be construed to limit the defenses available under the law to the Member Agencies, the Council, or its Directors, Officers, or employees.

### 5.3 Indemnification.

The Council shall acquire such insurance coverage as the Executive Committee deems necessary to protect the interests of the Council, and the Member Agencies. The Council shall indemnify, defend, and hold harmless the Member Agencies and each of their respective Board or Council members, Officers, agents, and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Council under this Agreement.

## VI

### ADMISSION AND WITHDRAWAL OF PARTIES

#### 6.1 Admission of New Parties.

It is recognized that additional cities, other than the original parties, may wish to participate in WRCOG. Any Western Riverside County city may become a party to WRCOG upon such terms and conditions as established by the General Assembly or Executive Committee. Any Western Riverside County city shall become a party to WRCOG by the adoption by the city council of this Agreement and the execution of a written addendum hereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the General Assembly or Executive Committee. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for advisory membership in the Council by the execution of

a separate MOU setting forth the terms of such participation. The representative of any such advisory member may participate in the work of committees of the Council.

#### 6.2 Withdrawal from WRCOG.

It is fully anticipated that each party hereto shall participate in WRCOG until the purposes set forth in this Agreement are accomplished. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the General Assembly or Executive Committee, shall be conditioned as follows:

a. In the case of a voluntary withdrawal following a properly noticed public hearing, written notice shall be given to WRCOG, six months prior to the effective date of withdrawal.

b. Withdrawal shall not relieve the party of its proportionate share of any debts or other liabilities incurred by WRCOG prior to the effective date of the party's notice of withdrawal in a manner consistent with Article V, above.

c. Unless otherwise provided by a unanimous vote of the Executive Committee, withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property and funds upon termination of WRCOG as set forth in Section VII below.

d. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from membership in WRCOG.

## VII

### TERMINATION AND DISPOSITION OF ASSETS

#### 7.1 Termination of this Agreement.

WRCOG shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof or until the parties shall have mutually rescinded this Agreement, providing, however, that WRCOG and this Agreement shall continue to exist for the purposes of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of WRCOG.

Termination shall be accomplished by written consent of all of the parties, or shall occur upon the withdrawal from WRCOG of a sufficient number of the agencies enumerated herein so as to leave less than five of the enumerated agencies remaining in WRCOG.

#### 7.2 Distribution of Property and Funds.

In the event of the termination of this Agreement, any property interest remaining in WRCOG following the discharge of all obligations shall be disposed of as the Executive Committee shall determine with the objective of distributing to each remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

### VIII

#### IMPLEMENTATION AND PARTICIPATION AGREEMENTS:

##### ASSOCIATE MEMBERSHIP

#### 8.1 Execution of Agreement.

When authorized by the Executive Committee, any affected member agency, or agencies enumerated herein may execute an Implementation Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by



WRCOG in implementing a program, including indirect costs, shall be assessed only to those public agencies who are parties to that Implementation Agreement.

8.2 PACE Agreements; Associate Membership.

WRCOG shall be empowered to establish and operate one or more Property Assessed Clean Energy (“PACE”) Programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements, and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of WRCOG.

WRCOG, acting through its Executive Committee, shall be empowered to establish an “Associate Member” status that provides membership in WRCOG to local jurisdictions that are outside WRCOG’s jurisdictional boundaries but within whose boundaries a PACE Program will be established and implemented by WRCOG. Said local jurisdictions shall become Associate Members of WRCOG by adopting one or more agreements (the “PACE Agreement”) on the terms and conditions established by the Executive Committee and consistent with the requirements of the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the California Government Code (Sections 6500 et seq.). The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement for the purposes of implementing the PACE Program within their jurisdictional boundaries. Except as expressly provided for by the PACE Agreement, Associate Members shall not have any rights otherwise granted to WRCOG’s members by this Agreement, including but not

limited to the right to vote, right to amend this Agreement, and right to sit on committees or boards established under this Agreement or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee.

## IX

### MISCELLANEOUS

#### 9.1 Amendments.

This Agreement may be amended with the approval of not less than two-thirds (2/3) of all member agencies.

#### 9.2 Notice.

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the parties as shown on Exhibit "A", shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

#### 9.3 Effective Date.

This Agreement shall be effective and WRCOG shall exist from and after such date as this Agreement has been executed by any seven or more of the public agencies, including the County of Riverside, as listed on page 1 hereof.

#### 9.4 Partial Invalidity.

If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Agreement shall, to any extent, be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each

and all of the remaining terms, provisions, sections, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9.5 Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

9.6 Assignment.

The parties hereto shall not assign any rights or obligations under this Agreement without written consent of all other parties.

9.7 Execution.

The Board of Supervisors of the County of Riverside and the City Councils of the cities enumerated herein have each authorized execution of this Agreement as evidenced by the authorized signatures below, respectively.

Updated through November 1, 2021  
Revised

### EXHIBIT "A"

#### Original Members

1.	City of Banning	99 E. Ramsey, Banning, CA 92220
2.	City of Beaumont (rejoined June 22, 2017)	550 East 6th Street, Beaumont, CA 92223
3.	City of Calimesa	908 Park Avenue, Calimesa, CA 92230
4.	City of Canyon Lake	31516 Railroad Canyon Road, Canyon Lake, CA 92587
5.	City of Corona	400 S. Vicentia Avenue, Corona, CA 92882
6.	City of Hemet	445 East Florida Avenue, Hemet, CA 92543
7.	City of Lake Elsinore	130 S. Main Street, Lake Elsinore, CA 92530
8.	City of Moreno Valley	14177 Frederick Street, Moreno Valley, CA 92552
9.	City of Murrieta	1 Town Square, Murrieta, CA 92562
10.	City of Norco	2870 Clark Avenue, Norco, CA 92860
11.	City of Perris	101 North "D" Street, Perris, CA 92570
12.	City of Riverside	3900 Main Street, Riverside, CA 92522
13.	City of San Jacinto	595 S. San Jacinto Avenue, Building B, San Jacinto, CA 92583
14.	City of Temecula	41000 Main Street, Temecula, CA 92590
15.	County of Riverside	4080 Lemon Street, Riverside, CA 92501

#### Additional City Members

1.	City of Eastvale (added on 08/02/2010, Resolution 01-11)	12363 Limonite Avenue, Suite 910, Eastvale, CA 91752
2.	City of Jurupa Valley (added on 07/29/2011, Resolution 02-12)	8930 Limonite Avenue, Jurupa Valley, CA 92509
3.	City of Menifee (added on 10/06/2008, Resolution 03-09)	29844 Haun Road, Menifee, CA 92586
4.	City of Wildomar (added on 08/04/2008, Resolution 01-09)	23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595

**For Reference Only**

Participating Agencies

1.	Eastern Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)	2270 Trumble Road, Perris, CA 92572
2.	Western Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)	14205 Meridian Parkway, Riverside, CA 92518
3.	Riverside County Superintendent of Schools (membership as an ex-officio, advisory member of WRCOG, 11/07/2011)	3939 Thirteenth Street, Riverside, CA 92501
4.	Morongo Band of Mission Indians (membership on the Governing Board of WRCOG, 7/6/2015. Withdrawn as of November 4, 2020)	

## EXHIBIT "A"

## WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

## LEGAL DESCRIPTION

1. **BEGINNING** at the Northeast corner of Section 1, Township 2 South, Range 2 East, San Bernardino Meridian;
2. Thence South along Range line to the Northeast corner of Section 36, T2S, R2E;
3. Thence West along the North line of said Section 36 to the North one-quarter corner thereof;
4. Thence South along the North-south center section line of said Section 36 to the Center section thereof;
5. Thence East along the East-West center section line of said Section 36 to the East one-quarter corner thereof;
6. Thence South along the East line of said Section 36 to the Northeast corner of Section 1, T3S, R2E;
7. Thence West along the North line of said Section 1 to the Northwest corner thereof;
8. Thence South along the West line of said Section 1 to the Northwest corner of Section 12, T3S, R2E;
9. Thence East along the North line of said Section 12 to the Northeast corner thereof;
10. Thence South along the East line of said Section 12 to the Southeast corner thereof;
11. Thence west along the South line of said Section 12 to the Northwest corner of Section 13, T3S, R2E;
12. Thence South along the West line of said Section 13 to the Southwest corner thereof;
13. Thence East along the South line of said Section 13 to the Southeast corner thereof;
14. Thence South along Range line to the Southwest corner of Section 18, T4S, R3E;
15. Thence East along Section lines to the Northeast corner of Section 20, T4S, R3E;
16. Thence South along the East line of said Section 20 to the Southeast corner thereof;
17. Thence West along the south line of said Section 20 to the Northwest corner of Section 29, T4S, R3E;
18. Thence South along the West line of said Section 29 to the Southwest corner thereof;
19. Thence East along the South line of said Section 29 to the Northeast corner of Section 32, T4S, R3E;
20. Thence South along the East line of said Section 32 to the Southeast corner thereof;
21. Thence West along the South line of said Section 32 to the Northeast corner of Section 5, T5S, R3E;
22. Thence South along Section lines to the Northwest corner of Section 16, T5S, R3E;
23. Thence East along the North line of said Section 16 to the Northeast corner thereof;
24. Thence South along the East line of said Section 16 to the Northwest corner of Section 22, T5S, R3E;
25. Thence East along the North line of said Section 22 to the Northeast corner thereof;
26. Thence South along the East line of said Section 22 to the Northwest corner of Section 26, T5S, R3E;
27. Thence East along the North line of said Section 26 to the Northeast corner thereof;
28. Thence South along Section lines to the Northwest corner of Section 1, T6S, R3E;
29. Thence East along the North line of said Section 1 to Northeast corner thereof;
30. Thence South along the East line of said Section 1 to the Northwest corner of Section 6, T6S, R4E;
31. Thence East along the North line of said Section 6 to the Northeast corner thereof;
32. Thence south along the East line of said Section 6 to the Northwest corner of Section 8, T6S, R4E;
33. Thence South along Section lines to the Southeast corner of Section 17, T6S, R4E;
34. Thence West along Section lines to the Northwest corner of Section 19, T6S, R4E;
35. Thence South along the West line of said Section 19 to the Southeast corner of Section 24, T6S, R3E;
36. Thence west along the South lines of said Sections 24 and Section 23, T6S, R3E to a point of intersection with the centerline of State Highway 74;
37. Thence Southeasterly along said centerline of State Highway 74, through its various courses, to the intersection with State Highway 371;
38. Thence Southeasterly, Westerly, and Southerly along the centerline of said State Highway 371, through its various courses, to a point of intersection West line of Section 18, T7S, R4E;
39. Thence South along Section lines to the East one-quarter corner of Section 19, T7S, R4E;
40. Thence West along the East-West Center section line of said Section 19 to the West line thereof;

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

LEGAL DESCRIPTION

(Continued)

- 41. Thence South along the West line of said Section 19 to the North line of Section 30, T7S, R4E;
- 42. Thence East along the North line of said Section 30 to the Northwest corner of Section 29, T7S, R4E;
- 43. Thence South along the West line of said Section 29 to the West one-quarter corner thereof;
- 44. Thence East along the East-West center section line of said Section 29 to the Northeast corner of the West one-half of the East one-half of the West one-half of the South one-half of said Section 29;
- 45. Thence South along the East line of said West one-half of the East one-half of the West one-half of the South one-half to a point of intersection with the South line of the North 400 acres of said Section 29;
- 46. Thence East along said South line of the North 400 acres of Section 29 to a point of intersection with the East line of said Section 29;
- 47. Thence South along the East line of said Section 29 and Section 32, T7S, R4E to the North line of Section 4, T8S, R4E;
- 48. Thence East along said North line of Section 4 to the Northeast corner thereof;
- 49. Thence South along the East line of said Section 4 to the Southeast corner thereof;
- 50. Thence West along the South line of said Section 4 to the Northeast corner of Section 8, T8S, R4E;
- 51. Thence South along the West line of said Section 8 to a point of intersection with the centerline of Coyote Canyon Road, as it currently exists;
- 52. Thence southeasterly and southerly along the centerline of said Coyote Canyon Road, through its various courses, to a point of intersection with the East line of Section 36, T8S, R4E;
- 53. Thence South along said East line of Section 36 to the Southeast corner thereof, said corner being on the South boundary of the County of Riverside;
- 54. Thence Westerly, Northerly and Easterly along the boundary of the County of Riverside to the Point of Beginning.

By: *K. Teich*

Date: 5-10-05





## Staff Report

**TO:** City Council  
**FROM:** Jennifer Ustation, Finance Director  
**DATE:** December 21, 2021  
**SUBJECT:** Annual and Fifth Year Compliance Report of AB 1600 Development Impact Fees (DIF)

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### Background and Analysis:

State of California Assembly Bill 1600 (AB 1600) – the Mitigation Fee Act (Gov. Code, Sections 66000 et seq.) sets forth the standards governing fees charged to address the impacts of development.

City Council adopted and updated various development impact fees (DIF) applicable to new development within the City. The purpose of DIF is to finance the design, construction and acquisition of facilities and equipment necessary to accommodate future development.

DIFs that are collected are segregated and placed in special funds or accounts which earn interest. DIF fees are held for the facilities for which they are collected in accordance with Government Code Section 66006. This report provides a summary of DIF activity and financial detail regarding each of the projects impacted during FY20/21 (July 1, 2020 through June 30, 2021).

The summary of DIF activity and detail regarding each project is included as Attachment A to this report.

### Annual Compliance Reporting for all Development Impact Fees

Government Code Subsection 66006 (b) (1) sets forth the annual compliance reporting requirements as:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*



*A brief description of the type of fee in the account or fund;*

*The amount of the fee;*

*The beginning and ending balance of the account or fund;*

*The amount of the fees collected and the interest earned;*

*An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees;*

*An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete; and*

*A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an inter-fund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan; and*

*The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

In addition to the regular annual reporting there is also an additional requirement for every fifth year following the first deposit into each public improvement account or fund, and every five years thereafter, the City must make the following findings for the funds remaining in each development impact fee account.

*Identify the purpose to which the fee is to be put;*

*Demonstrate a reasonable relationship between the fee and the purpose for which it is charged;*

*Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements identified in 66001(a)(2); and*

*Designate the appropriate dates on which the funding referred to is expected to be deposited into the appropriate account or fund.*

**Fiscal Impact:**

City staff estimates the cost to prepare this report to be \$3,900.

**Recommended Action:**

Receive and file the AB 1600 report on development impact fee activity that occurred during the period July 1, 2020 through June 30, 2021.

**Attachments:**

- A. AB 1600 Report

**Exhibit A**

Summary of AB1600 Development Impact Fee Reports

Report #	Description	Balance 6/30/2020	*Fees	Interest	Expenditures	Transfers In	Refund	Balance 6/30/2021	FUND
1	Traffic Signal	1,610,687.98	108,730.82	6,620.40	(20,477.40)		(85,019.67)	1,620,542.13	556
2	Railroad Crossing	2,187,044.64	118,918.30	9,232.92	(4,157.00)			2,311,038.86	558
3	Fire Facility	4,246,940.66	192,423.24	18,008.56	-	139,841.91		4,597,214.37	560
4	BSFF Facility	906,841.09	155,936.82	4,561.91	(31,343.88)			1,035,995.94	552
5	Emergency Preparedness	(1,206,257.97)	277,521.33					(928,736.64)	566
6	General Plan	(102,411.18)	24,047.65	9.38	(73,881.26)	167,292.41		15,057.00	554
7	Recycled Water	2,196,269.30	278,088.77	9,385.34		353,435.22		2,837,178.63	564
8	Noble Creek Sewer	54,772.72	-					54,772.72	705-6010
9	Trunk Maint Facility	267,274.05	787.97					268,062.02	705-6030
10	Upper Potrero Sewer	93,026.98	(544.13)					92,482.85	705-6015
11	Lower Potrero Sewer	536,857.90	5,795.85					542,653.75	705-6020
12	San Timoteo Sewer	103,228.42	-					103,228.42	705-6025 & 6024
13	Beaumont Mesa Sewer	135,592.53	35,565.18					171,157.71	705-6026
14	Eastside Facility	104,879.58	-					104,879.58	705-6040
15	Westside Facility	1,052.26	-					1,052.26	705-6045
16	Road and Bridge Benefit	6,973,509.08	994,343.96	62,034.64	(294,136.87)			7,735,750.81	562
17	Regional Park	1,933,267.04		7,612.44	-			1,940,879.48	568
18	Alley In-Leiu Facility	5,200.49		65.69	(5,266.18)			-	550
19	Sewer Capacity	1,166,894.76	1,988,399.97	19,953.64	(282,000.00)	1,466,744.85		4,359,993.22	705-6005
20	South West Water	7,385.76	-					7,385.76	705-6035
21	4th Street Extension	101,416.82	-					101,416.82	705-6060
22	Willow Springs	72,909.94	-					72,909.94	705-6065
23	Recreational Facilities	990,203.68	243,318.12	5,101.30	-			1,238,623.10	555
24	Police Facilities	824,133.92	183,599.16	4,079.43	-			1,011,812.51	559
25	Community Park Development	792,899.52	480,153.84	3,597.94	(99,646.49)			1,177,004.81	567
26	Neighborhood Park Development	959,828.43	581,180.06	4,407.99	-			1,545,416.48	569
Totals		24,963,448.40	5,668,266.91	154,671.58	(810,909.08)	2,127,314.39	(85,019.67)	32,017,772.53	

Summary of Expenditures and Transfers to Projects and Debt Service on Bonds

Project #	Description	% Funded by Fees	Amount	FY20/21 expend
CF104	City Hall and Building B	100%	31,343.88	
2016-001	Oak Valley/I-10 Interchange Traffic Signals	100%	17,677.40	
2016-004	General Plan Update	44%	73,881.26	
2017-001	Pennsylvania Avenue (WRCOG)	100%	70,810.36	
2017-005	WWTP Exp PH 1 & Advanced R/O		-	
2017-006	Brine Pipeline to San Bernardino		-	
2017-009	Pennsylvania Widening	100%	138,116.17	
2017-012	Pennsylvania Ave/UPR Grade Separation	100%	4,157.00	
2018-003	Street Rehab	100%	5,266.18	
2019-009	2nd Street Extension Design	100%	85,210.34	
P-01	Stewart Park Splash Park	100%	99,646.49	
R-02	Citywide Traffic Signal Upgrade & Capacity Improvement Ph 1	100%	2,800.00	
Debt Service	Wastewater 2018 Revenue Bonds Debt Service Payment	6%	282,000.00	
Total			810,909.08	

Summary of Unexpended Approved Funds to Projects

Project #	Description	Source of Funds	Estimated Completion Date	Amount
CF104	City Hall and Building B	BSFF Facility	2023	710,786.55
2016-001	Oak Valley/Interchange Traffic Signals	Traffic Signal	closed	170,644.24
2017-001	Pennsylvania Avenue (WRCOG)	Road and Bridge Benefit	2023	3,625,208.14
2017-005	WWTP Exp PH1 & Adv R/O	Recycled Water	2022	2,893,856.91
2017-006	Brine Line to S.B.	Sewer Capacity	2022	1,656,399.63
2017-009	Pennsylvania Widening	Road and Bridge Benefit	2022	63,326.65
2017-012	Pennsylvania Ave/UPR Grade Separation	Railroad Crossing	on hold	961,845.49
2017-028	Potrero Fire Station	Fire Facility	2022	4,100,000.00
2019-009	2nd Street Extension Design	Road and Bridge Benefit	completed	96,483.29
P-01	Stewart Park Splash Park	Community Park Development	on hold	1,045,353.51
P-02	Rangel Park Splash Park	Neighborhood Park Development	on hold	500,000.00
P-03	Nicklaus Park Splash Park	Neighborhood Park Development	on hold	850,000.00
P-04	Sports Park Field Lighting & Field Expansion	Regional Park	2023	1,000,000.00
P-05	Nicklaus Park Field Lighting & Field Expansion	Regional Park	2023	900,000.00
P-06	Sports Park Support Building for Leagues	Recreational Facilities	2023	300,000.00
P-07	Nicklaus Park Support Building for Leagues	Recreational Facilities	2023	300,000.00
P-08	Nicklaus Park Skate Park	Recreational Facilities	2023	300,000.00
PS-01	New Police Station Feasibility Study	Police Facilities	2022	250,000.00
R-01	Oak Valley Parkway Expansion I10-Desert Lawn Ph 2	Road and Bridge Benefit	2022	600,000.00
R-02	Citywide Traffic Signal Upgrade & Capacity Improvement Ph 1	Traffic Signal	2022	147,200.00
Total				20,471,104.41

## Exhibit B

### Summary of AB1600 Development Impact Transfers In

Report #	Description	Transfers In
1	Traffic Signal	-
2	Railroad Crossing	-
3	Fire Facility	139,841.91
4	BSFF Facility	-
5	Emergency Preparedness	-
6	General Plan	167,292.41
7	Recycled Water	353,435.22
8	Noble Creek Sewer	-
9	Trunk Maint Facility	-
10	Upper Potrero Sewer	-
11	Lower Potrero Sewer	-
12	San Timoteo Sewer	-
13	Eastside Facility	-
14	Westside Facility	-
15	Road and Bridge Benefit	-
16	CFD - TUMF	-
17	Regional Park	-
18	Alley In-Leiu Facility	-
19	Sewer Capacity	1,466,744.85
20	South West Water	-
21	4th Street Extension	-
22	Willow Springs	-
23	Recreational Facilities	-
24	Police Facilities	-
25	Community Park Development	-
26	Neighborhood Park Development	-
	Totals	2,127,314.39

### Summary of Transfer Ins by Projects

Project #	Description	Amount
2017-028	Fire Facility	139,841.91
2016-004	General Plan Update	167,292.41
2017-005	Recycled Water	353,435.22
2017-005	Sewer Capacity	1,466,744.85
	Totals	2,127,314.39

Exhibit C

Summary of Future Projects\*\*

Project #	Description	Amount
		<b>Source of Funds</b>
R-11	Citywide Traffic Signal Upgrade and Capacity Improvement - Phase 2	Traffic Signal 150,000.00
WW-04	16" Mesa Force Main and Pump Relacement Design	Sewer Capacity 450,000.00
Totals		<u>600,000.00</u>

Attachment 1

CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
TRAFFIC SIGNAL IMPACT FEES  
Fiscal Year Ending June 30, 2021

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

*(A) A brief description of the type of fee in the account or fund.*

**Traffic Signal Impact Fee** – The purpose of this fee is to finance the construction of traffic signals and improvements needed to maintain traffic movement and safety on City streets. These fees provide the above described project funding to accommodate traffic generated by future development within the City.

*(B) The amount of the fee.*

	Dev Units <sup>1</sup>	Impact Fee Per Unit <sup>1</sup>	Updated 1/1/2021 <sup>1, 2</sup>
Residential-Single Family	DU	\$274.17	\$272.89
Residential-Multi- Family	DU	\$184.21	\$183.34
Residential-Mobile Home	DU	\$159.82	\$159.07
Commercial,	KSF	\$338.61	\$337.02
Industrial/Business Park	KSF	\$232.97	\$231.88
Industrial/High-Cube WH	KSF	\$32.51	\$32.36

1 Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

2 Net Impact Fee (Gross \$274.17 less 1% Administration portion \$2.74).

*(C) The beginning and ending balance of the account or fund.*

*(D) The amount of the fees collected and the interest earned.*

Beginning – July 1, 2020	\$1,610,687.98
Plus: Fees Collected	108,730.82
Interest	6,620.40
Less: Expenditure	(20,477.40)
Refunds	(85,019.67)
Ending June 30, 2021	\$1,620,542.13

*(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No direct expenditures were made for these public improvements during this fiscal year.

(F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Engineering, design and planning work has been completed for two signals at Oak Valley Blvd and I10 off and on Ramps. Studies have started on planning of up to potentially signaling 5 additional intersections throughout the City. The signals identified are to be completed in the next three years, or as soon as they are warranted.

(G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

Transfers were made to the following projects:

2016-001	Oak Valley/Interchange Traffic Signal	\$17,677.40
R-02	Citywide Traffic Signal Upgrade & Capacity Imprv	\$ 2,800.00

(H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

Refunds of \$85,019.67 occurred in FY2021.

**Attachment 2**

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB1600  
RAILROAD CROSSING FACILITY FEE  
Fiscal Year Ending June 30, 2021**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

*(A) A brief description of the type of fee in the account or fund.*

**Railroad Crossing Facility Fee** - The purpose of this fee is to finance the construction of Railroad Crossings, traffic signals, improvements needed to maintain traffic movement and safety on City streets. These fees provide the above described project funding to accommodate traffic generated by future development within the City.

*(B) The amount of the fee.*

	Dev Units <sup>1</sup>	Impact Fee Per Unit <sup>1</sup>	Updated 1/1/2021 <sup>1 2</sup>
Residential-Single Family	DU	\$294.64	\$293.26
Residential-Multi-Family	DU	\$197.96	\$197.03
Residential-Mobile Home	DU	\$171.75	\$170.95
Commercial	KSF	\$363.88	\$362.18
Industrial-Business Park	KSF	\$250.35	\$249.18
Industrial-High-Cube WH	KSF	\$34.93	\$34.77

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

<sup>2</sup> Net Impact Fee (Gross \$294.64 less 1% Administration portion \$2.95).

*(C) The beginning and ending balance of the account or fund.*

*(D) The amount of the fees collected and the interest earned.*

Beginning – July 1, 2020	\$2,187,044.64
Plus: Fees Collected	118,918.30
Interest	9,232.92
Less: Expenditure	(4,157.00)
Refunds	<u>(0.00)</u>
Ending June 30, 2021	\$2,311,038.86

*(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*



- (F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Preliminary Engineering, design and planning work for the Pennsylvania Avenue Grade Separation began in FY2017/18 and is completed. Preliminary design work for the California Avenue Grade Separation Project began in FY2017/18 and is also completed. Both projects are awaiting additional funding to move to the next step.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

2017-012	Pennsylvania Ave/UPR Grade Separation	\$4,157.00
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- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made this FY

Attachment 3

CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
FIRE STATION FACILITY FEE  
Fiscal Year Ending June 30, 2021

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

*(A) brief description of the type of fee in the account or fund.*

**Fire Facility Fee** – The Fee is used to fund the design, permitting, administration, acquisition, construction of fire station facilities and equipment necessary to serve future development in the City.

*(B) The amount of the fee.*

	Dev Units <sup>1</sup>	Impact Fee Per Unit <sup>1</sup>	Updated 1/1/2021 <sup>1 2</sup>
Residential-Single Family	DU	\$584.74	\$576.29
Residential-Multi-Family	DU	\$187.12	\$184.42
Residential-Mobile Home	DU	\$280.68	\$276.63
Commercial	KSF	\$214.78	\$211.67
Industrial-Business Park	KSF	\$178.99	\$176.40
Industrial-High-Cube WH	KSF	\$134.24	\$132.30

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

<sup>2</sup> Net Impact Fee (Gross \$584.74 less 1% Administration portion \$5.85).

*(C) The beginning and ending balance of the account or fund.*

*(D) The amount of the fees collected and the interest earned.*

Beginning – July 1, 2020	\$ 4,246,940.66
Plus: Fees Collected	192,423.24
Interest	18,008.56
Transfers In	139,841.91
Less: Expenditure	(0)
Refunds	(12,102.09)
Ending – June 30, 2021	\$ 4,597,214.37

*(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No direct expenditures were made for these public improvements during this fiscal year.

- (F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Engineering, design and planning work for West Side Fire Station Project began in FY2017/18 and is completed. Environmental clearance is underway and construction is expected to be complete by the end of FY 2022/2023.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

City Council appropriated unused bond proceeds for this project, funds that had been funded by this DIF were transferred back into the DIF fund.

- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds this FY 20/21.

Attachment 4

CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
PUBLIC FACILITY FEE

Fiscal Year Ending June 30, 2021

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**BSFF Facility Fee** – This fee is required to maintain present basic services and to offset the ever-increasing demand caused in part by construction of new residential development and that said fee is necessary for the preservation of the public peace, health and safety. **In January 2018, BSFF Facility Fee was renamed to Public Facility Fee.**

(B) *The amount of the fee.*

	Dev Units <sup>1</sup>	Impact Fee Per Unit <sup>1</sup>	Updated 1/1/2021 <sup>1 2</sup>
Residential-Single Family	DU	\$430.45	\$424.23
Residential-Multi-Family	DU	\$362.12	\$356.89
Residential-Mobile Home	DU	\$400.38	\$394.60
Commercial	KSF	\$95.66	\$94.28
Industrial-Business Park	KSF	\$66.95	\$65.99
Industrial-High-Cube WH	KSF	\$38.26	\$37.71

1 Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

2 Net Impact Fee (Gross \$430.45 less 1% Administration portion \$4.30).

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2020	\$906,841.09
Plus: Fees Collected	155,936.82
Interest	4,561.91
Less: Expenditure	(31,343.88)
Refunds	(0.00)
Ending – June 30, 2021	\$1,035,995.94

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No direct expenditures were made for these public improvements during this fiscal year.

(F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Conceptual design work for City Hall complex was completed in FY 2018/19. Phase 1 expansion was designed and completed September 2018. The facility is undergoing additional expansion planning and design with construction next calendar year.

(G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

Transfers were made to the following project

CF104X	City Hall and Building B	\$31,343.88
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(H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made this FY

Attachment 5

CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
EMERGENCY PREPAREDNESS FEE  
Fiscal Year Ending June 30, 2021

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**Emergency Preparedness Fee** – This fee is established for the purpose of continuing growth of the City of Beaumont combined with the expectation of high quality services by its citizens, and has been a catalyst for review of City’s existing and future public facilities, as well as a variety of emergencies, near-disasters which provides care for its citizens during disasters and other emergencies affecting public health and welfare.

(B) *The amount of the fee.*

	Dev Units <sup>1</sup>	Impact Fee Per Unit <sup>1</sup>
Residential-Single Family	DU	\$729.63
Residential-Duplex/Multi	DU	\$729.63
Residential-Mobile Home	DU	\$729.63
Commercial	KSF	.22/SF
Industrial	KSF	.22/SF

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2020	\$ (1,206,257.97)
Plus: Fees Collected	277,521.33
Interest	.00
Less: Expenditure	(.00)
Refunds	(0.00)
Ending – June 30, 2021	\$ (928,736.64)

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditures were made for these public improvements during this fiscal year. This fund has been negative for many years, will only collect the fee until the fund is made whole.

- (F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

This fund has been over allocated; Current fees collected are paying for previously completed project. Future projects will be proposed once the fees accumulate again.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during the fiscal year utilizing these funds.

- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made for this FY.

Attachment 6

CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
GENERAL PLAN FEE (GPE)  
Fiscal Year Ending June 30, 2021

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**GPF Fee** – The purpose of this fee is to finance updates to the City’s General Plan.

(B) *The amount of the fee.*

	Dev Units <sup>1</sup>	Impact Fee Per Unit <sup>1</sup>
Residential	DU	\$50.00
Residential-Mobile Home	DU	\$35.00
Commercial, Industrial	KSF	.05/SF
Hotel/Motel	PR	35.00 PR
Recreational Vehicle Park	PS	.\$25.00 PS

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area; PR is per room; PS is per RV space

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2020	(\$102,411.18)
Plus: Fees Collected	24,047.65
Interest	9.38
Less: Expenditure	(73,881.26)
Transfers In	167,292.41
Refunds	(0)
Ending – June 30, 2021	\$15,057.00

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditures were made for these public improvements during this fiscal year.

(F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines*



*that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Contract for General Plan Update was awarded to Raimi and Associates on December 6, 2016. The update is completed and adopted by City Council.

*(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

Transfers were made to the following project:

2016-004	General Plan Update	\$73,881.26
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Transfer IN was made from the General Fund to cover the remainder of the project that the DIF fund could not support

*(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made this FY

## Attachment 7

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
RECYCLED WATER FACILITY FEE  
Fiscal Year Ending June 30, 2021**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**Recycled Water Facility Fee** – The purpose of this fee is to make provisions for assessing and collecting fees referred to as “water facilities fees” as a condition of issuing a permit for development of any portion of land which is benefitted by the acquisition and construction of the of the Southwest Properties Water Project for the purpose of defraying the actual or estimated cost of construction of the improvements.

(B) *The amount of the fee.*

	<u>Dev Units</u> <sup>1</sup>	<u>Impact Fee Per Unit</u> <sup>1</sup>
Sewer EDU	DU/EDU	\$786.64

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2020	\$2,196,269.30
Plus: Fees Collected	278,088.77
Interest	9,385.34
Less: Expenditure	(0)
Transfers In	353,435.22
Refunds	<u>(0.00)</u>
Ending – June 30, 2021	\$2,837,178,63

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditures were made for these public improvements during this fiscal year.

- (F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Engineering, design and planning work is currently being performed for upgrades to the Wastewater Treatment Plant to produce recycled water. The construction of the new facility began October 2018 and anticipated available water production November 2020.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

Used bond proceeds for previously paid invoices by DIF funds, moved funds back into this DIF that were covered by bond proceeds through Transfers In.

- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made in this FY

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB  
1600 NOBLE CREEK SEWER MAIN FACILITY  
FEES**

**Fiscal Year Ending June 30, 2021**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

*(A) A brief description of the type of fee in the account or fund.*

**Noble Creek Sewer Main Facility Fee** – The Purpose of this fee is for the finance of construction for sewer force main and related infrastructure.

*(B) The amount of the fee.*

	Dev	Impact Fee
	<u>Units</u> <sup>1</sup>	<u>Per Unit</u> <sup>1</sup>
	EDU/DU	\$173

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

*(C) The beginning and ending balance of the account or fund.*

*(D) The amount of the fees collected and the interest earned.*

Beginning – July 1, 2020	\$ 54,772.72
Plus: Fees Collected	.00
Interest	.00
Less: Expenditure	(0.00)
Refunds	<u>(0.00)</u>
Ending – June 30, 2021	\$54,772.72

*(E) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

No expenditures were made for these public improvements during this fiscal year

*(F) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan,*

*the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

Wastewater Master Plan was awarded November 2019 and is expected to be adopted in January 2022. Hydraulic analysis with potential future development will identify capacity needs for the collection system.

*(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan*

Transfers were made to the following project:

No interfund transfers or loans were made during the fiscal year utilizing these funds.

*(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during the fiscal year.

Attachment 9

CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
SOUTHERN TRUNK MAIN SEWER  
Fiscal Year Ending June 30, 2021

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**Trunk Main Facility Fee** – The purpose of this fee is to establish and generate revenues sufficient to install sewer trunk main, bridge and major thoroughfare transportation facilities.

(B) *The amount of the fee.*

Dev Units <sup>1</sup>	Impact Fee Per Unit <sup>1</sup>
DU	\$90.15

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2020	\$267,274.05
Plus: Fees Collected	787.97
Interest	.00
Less: Expenditure	(0.00)
Refunds	<u>(0)</u>
Ending – June 30, 2021	\$268,062.02

(E) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

No expenditures were made for these public improvements during this fiscal year

(F) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan,*

*the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

Wastewater Master Plan was awarded November 2019 and is expected to be adopted in January 2022. Hydraulic analysis with potential future development will identify capacity needs for the collection system.

*(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan*

No interfund transfers or loans were made during the fiscal year utilizing these funds.

*(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made this FY 20/21.

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
UPPER POTRERO SEWER FACILITY  
FEES**

**Fiscal Year Ending June 30, 2021**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**Upper Potrero Sewer Facility Fee** – The Purpose of this fee is to finance sewer mains, force mains, and other sewer related infrastructures.

(B) *The amount of the fee.*

	Dev	Impact Fee
	<u>Units</u> <sup>1</sup>	<u>Per Unit</u> <sup>1</sup>
	EDU/DU	\$251.66

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2020	\$93,026.98
Plus: Fees Collected	(544.13)
Interest	.00
Less: Expenditure	(0.00)
Refunds	<u>(0)</u>
Ending – June 30, 2021	\$92,482.85

(E) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

No expenditures were made for these public improvements during this fiscal year

(F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an*



*incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Wastewater Master Plan was awarded November 2019 and is expected to be adopted in January 2022. Hydraulic analysis with potential future development will identify capacity needs for the collection system.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during the fiscal year utilizing these funds

- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made this FY 20/21.

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
LOWER POTRERO SEWER FACILITY FEES  
Fiscal Year Ending June 30, 2021**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**Lower Potrero Sewer Facility Fees** – The Purpose of this fee is to finance sewer mains, force mains, and other sewer related infrastructures.

(B) *The amount of the fee.*

Dev	Impact Fee
<u>Units</u> <sup>1</sup>	<u>Per Unit</u> <sup>1</sup>
DU	\$492.16

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2020	\$ 536,857.90
Plus: Fees Collected	5,795.85
Interest	0.00
Less: Expenditure	(0.00)
Refunds	<u>(.00)</u>
Ending – June 30, 2021	\$ 542,653.75

(E) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

No expenditures were made for these public improvements during this fiscal year

(F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of*

*subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Wastewater Master Plan was awarded November 2019 and is expected to be adopted January 2022. Hydraulic analysis with potential future development will identify capacity needs for the collection system.

*(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during the fiscal year utilizing these funds

*(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during the fiscal year.

Attachment 12

CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
SAN TIMOTEO SEWER FACILITY FEE  
Fiscal Year Ending June 30, 2021

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**San Timoteo Sewer Facility Fees**– This Fee Study calculates a proposed facility fee based upon the reasonable apportionment of sewer facility costs to measurable units of development in accordance with Government code Section 6600.

(B) *The amount of the fee.*

	Dev Units <sup>1</sup>	Impact Fee Per Unit <sup>1</sup>
Lower Oak Valley Sewer	EDU	\$996.55
Upper Oak Valley Sewer	EDU	\$857.13
Beaumont Mesa Sewer	EDU	\$241.94

Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2020	\$ 238,820.95
Plus: Fees Collected	35,565.18
Interest	.00
Less: Expenditure	(.00)
Refunds	(.00)
Ending – June 30, 2021	\$274,386.13

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditures were made for these public improvements during this fiscal year.

(F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph 2) of*

*subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Wastewater Master Plan was awarded November 2019 and is expected to be adopted January 2022. Hydraulic analysis with potential future development will identify capacity needs for the collection system.

*(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

Transfers were made to the following project:

No interfund transfers or loans were made during the fiscal year utilizing these funds

*(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made this FY 2/21.

Attachment 13

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
ROAD AND BRIDGE BENEFIT FACILITY FEE  
Fiscal Year Ending June 30, 2021**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**Road and Bridge Benefit Facility Fee** – This fee was established to prepare the Beaumont Road and Bridge District Area of Benefit District Fee Study to fairly and equitably allocate transportation facility cost for Required Improvements in accordance with Ordinance No. 837 and AB 1600.

(B) *The amount of the fee.*

	Dev Units <sup>1</sup>	Impact Fee Per Unit <sup>1</sup>	Updated 01/01/2021 <sup>1</sup>
Residential-Single Family	DU	\$2,496.20	\$2,484.51
Residential-Multi-Family	DU	\$1,677.08	\$1,669.23
Residential-Mobile Home	DU	\$1,455.11	\$1,448.30
Commercial	KSF	\$3,082.87	\$3,068.44
Industrial-Business Park	KSF	\$2,121.01	\$2,111.08
Industrial-High-Cube WH	KSF	\$295.96	\$294.57

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

<sup>2</sup> Net Impact Fee (Gross \$2,496.20 less 1% Administration portion \$24.96).

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2020	\$6,973,509.08
Plus: Fees Collected	994,343.96
Interest	62,034.64
Less: Expenditure	(294,136.87)
Refunds	(0.00)
Ending – June 30, 2021	\$ 7,735,750.81

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No Direct expenditure was made during this fiscal year.

*(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Engineering, design and planning work is currently being done for Potrero/I60 Interchange Project Phase 2. Construction for Phase 1 was completed in 2020.. Engineering, design and planning work for Pennsylvania Avenue/I10 Interchange Project, Oak Valley/I10 Interchange and Cherry Valley/I10 Interchange Project began in FY2017/18.

*(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

Transfers were made to the following projects:

2017-009	Pennsylvania Widening	\$138,116.17
2019-009	2 <sup>nd</sup> Street Extension Design	\$85,210.34
2017-001	Pennsylvania Ave (WRCOG)	\$70,810.36

*(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made in this FY.

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
REGIONAL PARK FEE  
Fiscal Year Ending June 30, 2021**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**Regional Park Fee** – The purpose of this fee is to finance construction of regional parks and amenities.  
**Effective January 22, 2018, the Regional Park Fee was eliminated.**

(B) *The amount of the fee.*

	<u>Dev Units</u> <sup>1</sup>	<u>Impact Fee Per Unit</u> <sup>1</sup>
Multi- Family	DU	\$N/A
Age Restricted	DU	\$N/A

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2020	\$1,933,267.04
Plus: Fees Collected	0.00
Interest	7,612.44
Less: Expenditure	(.00)
Refunds	(0.00)
Ending – June 30, 2021	\$1,940,879.48

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No direct expenditures were made for these public improvements during this fiscal year.

(F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of*



*subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Funds will be used towards regional park improvements.

*(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during the fiscal year utilizing these funds.

*(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during the fiscal year.

Attachment 15

CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
ALLEY IN-LIEU FACILITY FEE  
Fiscal Year Ending June 30, 2021

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**Alley In-Lieu Facility Fee** – The purpose of this fee is to finance improvements to city alleys within the City.

(B) *The amount of the fee.*

This fee is currently not being collected.

1 Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2020	\$5,200.49
Plus: Fees Collected	0
Interest	65.69
Less: Expenditure	(5,266.18)
Refunds	<u>(.00)</u>
Ending – June 30, 2021	\$0

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No direct expenditures were made for these public improvements during this fiscal year.

(F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Funds have been expended and all construction completed.

*(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

2018-003 Street Rehab \$5,266.18

*(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during the fiscal year.

## Attachment 16

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
SEWER CAPACITY FEE  
Fiscal Year Ending June 30, 2021**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

*(A) A brief description of the type of fee in the account or fund.*

**Sewer Fee** – The purpose of this fee is to finance the capacity increase in the Waste Water Treatment Plant.

*(B) The amount of the fee.*

**Per Ordinance No. 1087, dated June 6, 2017**

For permanent single-family residence (SFR) the fixed rate per Equivalent Dwelling Unit (EDU)	\$5,468.58
Effective January 1, 2021	\$5,561.55

Connection/Capacity for new non-SFR customers connecting to the City's sewer system shall be calculated based on a multiple of EDUs based on the individual flow and strength characteristics of the new customer pursuant to a resolution of the City Council.

*(C) The beginning and ending balance of the account or fund.*

*(D) The amount of the fees collected and the interest earned.*

Beginning – July 1, 2020	\$ 1,166,894.76
Plus: Fees Collected	1,988,399.97
Interest	.19,953.64
Less: Expenditure	(282,000)
Transfer In	1,466,744.85
Refunds	(0)
Ending – June 30, 2021	\$ 4,359,993.22

*(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditures were made for these public improvements during this fiscal year.

- (F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

The Wastewater Treatment Plant Expansion design was completed in December 2017. Construction began in October 2018 and is anticipated that Phase 1 will be completed June 2020. Phase 2 is expected to be completed December 2021.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

Debt Service on Revenue Bonds	\$282,000.00
-------------------------------	--------------

Used bond proceeds for previously paid invoices by DIF funds, moved funds back into this DIF that were covered by bond proceeds through Transfers In.

- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made in this FY.

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
4<sup>th</sup> STREET EXTENSION FEES  
Fiscal Year Ending June 30, 2021**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**4<sup>TH</sup> Street Extension Fee** – The purpose of this fee is to finance the construction of the extension of 4<sup>th</sup> Street. These fees provide the above described project funding to accommodate traffic generated by future development within the City

(B) *The amount of the fee.*

	Dev	Impact Fee
	<u>Units</u> <sup>1</sup>	<u>Per Unit</u> <sup>1</sup>
	EDU	\$509.05

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2020	\$	101,416.82
Plus: Fees Collected		.00
Interest		.00
Less: Expenditure		(.00)
Refunds		(.00)
Ending – June 30, 2021	\$	101,416.82

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditures were made for these public improvements during this fiscal year.

- (F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Majority of 4<sup>th</sup> Street Extension has been completed through development projects. These funds will be used to expand capacity in the future.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during the fiscal year utilizing these funds.

- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during the fiscal year.

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
WILLOW SPRINGS SEWER  
Fiscal Year Ending June 30, 2021**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**Willow Springs Sewer Fee** – The purpose of this fee is to establish and generate revenues sufficient to install sewer line facilities.

(B) *The amount of the fee.*

Dev <u>Units</u> <sup>1</sup>	Impact Fee <u>Per Unit</u> <sup>1</sup>
DU	\$453.80

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2020	\$72,909.94
Plus: Fees Collected	.00
Interest	.00
Less: Expenditure	(.00)
Refunds	<u>(.00)</u>
Ending – June 30, 2021	\$ 72,909.94

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditures were made for these public improvements during this fiscal year.



- (F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Wastewater Master Plan was awarded November 2019 and is expected to be adopted January 2022. Hydraulic analysis with potential future development will identify capacity needs for the collection system.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during the fiscal year utilizing these funds.

- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during the fiscal year.

## Attachment 19

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
RECREATIONAL FACILITY FEE  
Fiscal Year Ending June 30, 2021**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**Recreational Facility Fee** – The purpose of this fee is to finance additional recreation facilities to serve the future development.

**Fee is effective January 22, 2019.**

(B) *The amount of the fee.*

	<u>Dev Units</u> <sup>1</sup>	<u>Impact Fee Per Unit</u> <sup>1 2</sup>	<u>Updated 01/01/2021</u> <sup>1 2</sup>
Residential-Single Family	DU	\$735.70	\$725.07
Residential-Multi-Family	DU	\$618.93	\$609.99
Residential-Mobile Home	DU	\$684.32	\$674.44

1 Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

2 Net Impact Fee (Gross \$735.70 less 1% Administration portion \$7.36).

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2020	\$ 990,203.68
Plus: Fees Collected	243,318.12
Interest	5,101.30
Less: Expenditure	(0.00)
Refunds	(0.00)
Ending – June 30, 2021	\$ 1,238,623.10

(E) *An identification of each public improvement on which fees were expended and the*

amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

No direct expenditures were made for these public improvement during this fiscal year.

- (F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Funds will be used towards expansion or additional recreational facilities.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during the fiscal year utilizing these funds.

- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during the fiscal year.

## Attachment 20

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
POLICE FACILITY FEE**

**Fiscal Year Ending June 30, 2021**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**Police Facility Fee** – The purpose of this fee is to finance additional police facilities to serve future development.

**Fee is effective January 22, 2019.**

(B) *The amount of the fee.*

	Dev Units <sup>1</sup>	Impact Fee Per Unit <sup>1 2</sup>	Updated 01/01/2021 <sup>1 2</sup>
Residential-Single Family	DU	\$504.90	\$497.60
Residential-Multi-Family	DU	\$424.76	\$418.62
Residential-Mobile Home	DU	\$469.63	\$462.85
Commercial,	KSF	\$112.20	\$110.58
Industrial-Business Park	KSF	\$78.54	\$ 77.41
Industrial-High-Cube WH	KSF	\$44.87	\$44.23

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

<sup>2</sup> Net Impact Fee (Gross \$504.90 less 1% Administration portion \$5.05).

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2020	\$824,133.92
Plus: Fees Collected	183,599.16
Interest	4,079.43
Less: Expenditure	(0.00)
Refunds	(0.00)
Ending-June 30, 2021	<u>\$1,011,812.51</u>

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees

No direct expenditures were made for these public improvement during this fiscal year

- (F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Funds will be used towards additional police facilities to serve future development.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during the fiscal year utilizing these funds.

- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during the fiscal year.

Attachment 21

CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
COMMUNITY PARK DEVELOPMENT FEE  
Fiscal Year Ending June 30, 2021

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**Community Park Development Fee** – The purpose of this fee is to finance land acquisition and construction of community parks with related amenities.  
**Fee is effective January 22, 2019.**

(B) *The amount of the fee.*

	Dev Units <sup>1</sup>	Impact Fee Per Unit <sup>1 2</sup>	Updated 01/01/2021 <sup>1 2</sup>
Residential-Single Family	DU	\$2,384.48	\$2,373.32
Residential-Multi-Family	DU	\$2,005.99	\$1,996.60
Residential-Mobile Home	DU	\$2,217.94	\$2,207.55

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.  
<sup>2</sup> Net Impact Fee (Gross \$2,384.48 less 1% Administration portion \$23.84).

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2020	\$792,899.52
Plus: Fees Collected	480,153.84
Interest	3,597.94
Less: Expenditure	(99,646.49)
Refunds	(0)
Ending - June 30, 2021	\$1,177,004.81

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees

No direct expenditures were made for these public improvement during this fiscal year

*(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Funds will be used towards construction of community park improvements.

*(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

P-01 Stewart Park Splash Park \$99,646.49

*(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

Refund to Developer due to Park Credit Agreement.

Attachment 22

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
NEIGHBORHOOD PARK DEVELOPMENT FEE  
Fiscal Year Ending June 30, 2021**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**Neighborhood Park Development Fee** – The purpose of this fee is to finance land acquisition and construction of neighborhood parks with related amenities.  
**Fee is effective January 22, 2019.**

(B) *The amount of the fee.*

	Dev Units <sup>1</sup>	Impact Fee Per Unit <sup>1 2</sup>	Updated 01/01/2021 <sup>1 2</sup>
Residential-Single Family	DU	\$2,885.62	\$2,872.11
Residential-Multi-Family	DU	\$2,427.58	\$2,416.22
Residential-Mobile Home	DU	\$2,684.08	\$2,671.51

1 Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

2 Net Impact Fee (Gross \$2,885.62 less 1% Administration portion \$28.86).

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2020	\$959,828.43
Plus: Fees Collected	581,180.06
Interest	4,407.99
Less: Expenditure	(0.00)
Refunds	<u>(0.00)</u>
Ending – June 30, 2021	\$1,545,416.48

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees

No direct expenditures were made for these public improvement during this fiscal year



- (F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Funds will be used towards construction of neighborhood park improvements.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during the fiscal year utilizing these funds.

- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

Refund to Developer due to Park Credit Agreement.



## Staff Report

**TO:** City Council  
**FROM:** Todd Parton, City Manager  
**DATE:** December 21, 2021  
**SUBJECT:** **Public Hearing to Adopt Resolution to Amend the Prior Year Capital Improvement Plan 2016-2021**

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### **Background and Analysis:**

During the fiscal year, City staff prepares amendments to the Capital Improvement Program (CIP) for City Council approval to close completed projects, add new projects associated with budget amendments or new grants and/or adjust certain projects. Below is a summary of an amendment to the Prior Year Capital Improvement Plan 2016-2021.

### **Prior Year Capital Improvement Plan Summary**

#### ***Wastewater Treatment Plant Expansion and Renovation Project (2017-005) –***

Adjust final amount of the project from \$67,235,187 to \$76,334,187. The original amount of the project funds of \$67,235,187 did not include the previous City Council appropriation of Pay-Go funds in the amount of \$3,099,000 which was identified at the start of the project construction. This increase of \$3,099,000 is a clean-up item of the CIP. The remaining appropriation increase will be funded by bond interest (\$1,186,624) and Wastewater Development Impact Fees (\$4,813,376). These additional funds will be used to replace the existing Fibracast MBR.

### **Fiscal Impact:**

Financial impacts are outlined above and in the exhibits to the resolution.

### **Recommended Action:**

Hold a public hearing, and  
 Waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont Amending the Prior Year Capital Improvement Plan for Fiscal Years 2016 – 2021.”

**Attachments:**

- A. Resolution
- B. List of CIP Projects

**RESOLUTION NO. 2021-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT  
AMENDING THE PRIOR YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL  
YEARS 2016-2021**

**WHEREAS**, the City Council of the City of Beaumont adopted the City’s Prior Year Capital Improvement Plan for Fiscal Years 2016 through 2021 (“CIP”) and the at a duly noticed public hearing, as defined below;

**WHEREAS**, the City Council desires to amend the City’s Prior Year Capital Improvement Plan for Fiscal Years 2016 through 2021 (“CIP”);

**WHEREAS**, the proposed amendments to the PRIOR YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2016-2021 are intended to increase the budget appropriation of project 2017-005 Wastewater Treatment Plant Expansion and Renovation;

**WHEREAS**, these amendments are detailed in **Exhibit “A”** attached hereto and made a part hereof;

**WHEREAS**, pursuant to Government Code, section 66002, the City duly gave public notice of the public hearing of the proposed amendments to the CIP, a copy of which has been on file with the City Clerk at least 10 calendar days prior to the City Council’s commencement of such public hearing; and

**WHEREAS**, the City Council desires to amend the CIP as set forth herein;

**NOW, THEREFORE BE IT RESOLVED BY THE BEAUMONT CITY COUNCIL AS FOLLOWS:**

**Section 1.** The City Council hereby approves and adopts the amendment to the Prior Year Capital Improvement Plan for Fiscal Years 2016 through 2021, a copy of which is attached hereto as Exhibit “A” and made a part hereof by this reference.

**Section 2.** The Capital Improvement Plan shall be updated annually by the City Council pursuant to California Government Code, section 66002, or as otherwise provided by law.

**Section 3.** This Resolution shall take effect immediately upon its passage and adoption.

**MOVED, PASSED, and ADOPTED** this 21st day of December, 2021, by the following vote:

**AYES**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

By: \_\_\_\_\_  
Lloyd White, Mayor  
City of Beaumont

**ATTEST:**

By: \_\_\_\_\_  
Nicole Wheelwright, Deputy City Clerk  
City of Beaumont

**EXHIBIT A**

**City of Beaumont  
Prior Year CIP Projects**

<b>Project #</b>	<b>Project Name</b>	<b>Budget Allocation</b>	<b>Status</b>	<b>Funding Source</b>
104	CF104 City Hall and BLDG B	\$ 1,000,000	Construction	Basic Services DIF
2016-003	Potrero Interchange- Phase 1 & 2	\$ 66,600,664	Phase 1 Complete, Phase 2 Seeking Funds	Grants/ Developer Contributions
2017-001	Pennsylvania Avenue/Ramp Additions	\$ 3,950,000	In design	Road & Bridge DIF
2017-005	WWTP Exp PH 1 & Advanced R	\$ 76,334,187	In construction	Bonds, WW DIF, Recycled Water DIF, CFD
2017-006	Brine Pipeline to San Bernardino	\$ 40,572,639	In construction	Bonds, WW DIF, Recycled Water DIF, CFD
2017-009	Pennsylvania Widening	\$ 4,018,000	In Design	TUMF, Road & Bridge DIF
2017-012	Pennsylvania Ave/UPR Grade Separation	\$ 1,500,000	In Design	Railroad DIF
2017-027	Oak Valley/I-10 Interchange Design	\$ 7,000,000	Design	TUMF, Grants
2017-028	Potrero Fire Station	\$ 8,650,000	Design	Fire Station DIF, General Fund, Bonds
2019-004	CNG Station	\$ 2,830,156	Design	Transit Grants
2019-009	2nd Street Extension Feasibility / Design	\$ 200,000	Design	Road & Bridge
2019-010	PLC Upgrade Construction	\$ 700,000	Construction	WW Funds, CFD
2019-012	WQMP & WWTP Permit	\$ 50,000	In process	WW Funds
2019-013	Wastewater Master Plan	\$ 350,000	In process	WW Funds
2019-018	PLC Upgrade Design	\$ 50,000	Design	WW Funds
2019-019	Beaumont Master Drainage Plan - Line 2 Stage 1	\$ 5,000,000	Design	Grant
R-01	Oak Valley Pkwy Expansion I10-Desert Lawn Phase 2	\$ 600,000	Design	Road & Bridge DIF
R-02	Citywide Traffic Signal Upgrade & Capacity Improvement Phase 1	\$ 150,000	Design/Construction	Traffic Signal DIF
P-01	Stewart Park Splash Park	\$ 1,145,000	Design	Community Park DIF
P-02	Rangel Park Splash Park	\$ 500,000	Design	Neighborhood DIF
P-03	Nicklaus Park Splash Park	\$ 850,000	Design	Neighborhood DIF
P-04	Sports Park Field Lighting and Field Expansion	\$ 1,000,000	Design	Regional Park DIF
P-05	Nicklaus Park Field Lighting and Field Expansion	\$ 900,000	Design	Regional Park DIF
P-06	Sports Park Support Building for Leagues	\$ 300,000	Design	Recreation Facilities DIF
P-07	Nicklaus Park Support Building for Leagues	\$ 300,000	Design	Recreation Facilities DIF
P-08	Nicklaus Park Skate Park	\$ 300,000	Design	Recreation Facilities DIF
PS-01	New Police Station Feasibility Study	\$ 250,000	RFP	Police Facilities Mitigation DIF
P-10	Stewart Park Redevelopment and Skate Park	\$ 2,250,000	Design	CFD
PS-02	Police Station Renovations	\$ 250,000	Construction	CFD
PS-03	Fire Station Renovations	\$ 250,000	Construction	CFD
P-09	Playground Shade Covers - Phase 1	\$ 250,000	Design	CFD
P-11	Rangel Park - Ball Field Lights, Electrical and Playground	\$ 867,213	Design	CFD, CDBG
R-03	Annual Citywide Street Rehabilitation and Maintenance 20/21	\$ 2,141,201	Design	Measure A

R-04	Annual Citywide Street Rehabilitation and Maintenance 20/21	\$ 1,436,733	Design	SB1
CD-01	SB2 Grant - Housing Code Updates	\$ 160,000	In process	Grant
CD-02	Leap Grant - Housing Element Update	\$ 150,000	In process	Grant
P-13	Three Rings Ranch Park Improvements	\$ 177,952	Design	Grant
T-01	Electric Shuttle Vehicles	\$ 272,673	In process	Transit Grants
T-02	Fleet Maintenance and Operations Facility - Construction	\$ 1,220,667	Design	Transit Grants
T-03	Bus Stop Rehabilitation & Passenger Amenities	\$ 179,443	Construction	Transit Grants
T-04	Shop Building Maintenance	\$ 55,524	Construction	Transit Grants
T-05	Bus Wraps/ Brand Logo Update- Phase 1	\$ 101,950	In process	Transit Grants
T-06	Shop Tools and Lifts	\$ 11,974	In process	Transit Grants
R-05	2020 Mid Year Street Enhancement Program	\$ 3,500,000	Construction	General Fund
R-06	2021 Mid Year Street Enhancement Program	\$ 2,000,000	Design	General Fund
R-07	Cherry Channel Drainage Project	\$ 500,000	Design	General Fund
F-01	City Hall Landscaping and Painting	\$ 250,000	Design	General Fund
WW-01	I&I Rehabilitation Project - Phase 1	\$ 200,000	In process	Wastewater
		<b>\$ 241,325,976</b>		





## Staff Report

**TO:** Successor Agency

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

**DATE:** December 21, 2021

**SUBJECT:** **Resolution to Transfer Ownership of a 52 Acre Property Owned by the Dissolved Beaumont Redevelopment Agency to the City of Beaumont and Authorize the Retention of the Property by the City of Beaumont**

---

### Background and Analysis:

Redevelopment Agencies across the State of California were dissolved by the California State Legislature on February 1, 2012. Part of the redevelopment dissolution process requires the Successor Agency to dispose of assets and properties of the former redevelopment agency. The proceeds are transferred to the county auditor-controller for distribution to each taxing entity within the City's jurisdiction.

There is one exception:

HSC § 34181(a):

*"...the Oversight Board may instead direct the Successor Agency to transfer ownership of assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, police and fire stations, libraries, and local agency admin buildings, to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such an asset."*

At the time of dissolution, the Beaumont Redevelopment Agency owned three properties. One property is located at APN 417-020-034 and is 52 acres of land adjacent to the existing City of Beaumont wastewater treatment plant. The additional properties are adjacent parcels APN 404-010-001 and 404-010-002. These two properties were developed as the Beaumont Sports Park on Beaumont Avenue with a combined total of 22.68 acres.

On December 4, 2012, City Council adopted Resolution 2012-51 to transfer ownership of all three properties from the dissolved Beaumont Redevelopment Agency to the City of Beaumont and authorized the retention of those assets by the City. This resolution was ultimately approved by the Oversight Board to the Successor Agency on January 10, 2013. On June 14, 2013, the Beaumont Successor Agency received an approval from the California Department of Finance (DOF) pursuant to Health and Safety Code Section 34179(h), confirming the transfer of ownership of two (2) of the three (3) properties to the City. As a result, the two sports park properties transferred to the City shortly after.

The remaining property, APN 417-020-034, the 52 acres adjacent to the wastewater treatment plant, was then included in the Long Range Property Management Plan (LRPMP) pursuant to Health and Safety Code Section 34191.5. The LRPMP specified that the 52 acre property would be transferred to the City in the future for public use. The LRPMP was approved by the DOF on December 29, 2015.

The City received its finding of completion from the DOF on December 8, 2015.

As the City of Beaumont completed its upgrade of the wastewater treatment plant in 2020 and is nearing the production of title 22 recycled water, the City seeks the transfer of the 52 acre property to start feasibility and preliminary design of wastewater and recycled water facilities. As the City received an approval of the LRPMP and finding of completion from the DOF, the Successor Agency may use or dispose of the properties listed in the LRPMP.

At this time, the City intends to transfer the ownership of the 52 acre property (APN 417-020-034) from the dissolved Beaumont Redevelopment Agency to the City of Beaumont and authorize the City to retain the property in compliance with the LRPMP.

In February 2021, City staff contacted the DOF in regard to transferring the property to the City and the state was receptive of the timing. In those discussions, the DOF specified the City would need a draft compensation agreement between the City of Beaumont and each of the taxing entities within the former redevelopment project area. The compensation agreement provides the taxing entities a portion of the revenues generated from the sale of former redevelopment agencies properties based on their property tax percentage. In this case, the City is retaining ownership and not selling the property, therefore the compensation agreement (Attachment B) provides for \$0 in compensation to each taxing entity.

**Fiscal Impact:**

City staff estimates the cost to prepare this report is \$2,500.

**Recommended Action:**

Waive the full reading and adopt by title only, "A Resolution of the City of Beaumont Successor Agency to Approve the Transfer of Ownership of One Property (APN 417-020-034) Owned by the Dissolved Redevelopment Agency to the City of Beaumont and Authorize the Retention of the Property by the City of Beaumont," and

Adjourn the meeting of the Beaumont Successor Agency and reconvene the City Council meeting.

**Attachments:**

- A. Resolution
- B. Approval of Agreement Among Taxing Entities
- C. Addendum No. 1 to Agreement

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF BEAUMONT SUCCESSOR AGENCY TO APPROVE THE TRANSFER OF OWNERSHIP OF ONE PROPERTY (APN 417-020-034) OWNED BY THE DISSOLVED REDEVELOPMENT AGENCY TO THE CITY OF BEAUMONT AND AUTHORIZE THE RETENTION OF THE PROPERTY BY THE CITY OF BEAUMONT**

**WHEREAS**, the City of Beaumont ("Successor Agency") elected to become the successor agency to the former Redevelopment Agency of the City of Beaumont ("Agency"); and

**WHEREAS**, pursuant to Health and Safety Code Section 34177(e), the Successor Agency is responsible for disposing of assets and properties of the dissolved Agency, as directed by the Oversight Board, expeditiously and in a manner aimed at maximizing value, provided, however, that pursuant to Health and Safety Code Section 34181(a), the Oversight Board may instead direct the Successor Agency to transfer ownership of assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, and fire stations, to the appropriate public jurisdiction; and

**WHEREAS**, the Dissolved Beaumont Redevelopment Agency still owns one property that was purchased, and planned to be used for a governmental purpose, which has a nominal market value, and would not be suitable for resale to a third party.

**WHEREAS**, the property ("Property"), known as APN 417-020-034 was included on the Long Range Property Management Plan ("LRPMP") prepared by the Successor Agency, and approved by the California State Department of Finance on December 29, 2015.

**WHEREAS**, the LRPMP calls for the Property to be conveyed to the City subject to the provisions of the LRPMP;

**WHEREAS**, prior to conveyance of the Property to the City the consent of the County Oversight Board and the execution of an Agreement Among Taxing Entities is required.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY**

hereby resolves as follows:

**Section 1. Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**Section 2. CEQA Compliance.** The approval of the transfer of assets to the City of Beaumont does not commit the Successor Agency to any action that may have a

significant effect on the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act.

**Section 3. Transfer of Assets and Properties to the City.** The Beaumont Successor Agency hereby approves the transfer of ownership of the Property of the dissolved Agency, to be used for a governmental purpose, as set forth in Attachment "A" attached to this Resolution, pursuant to Health and Safety Code Section 34191.5, in accordance with the approved Long Range Property Management Plan and the Recitals hereto and authorizes the retention of the Property by the City.

**Section 4. Severability.** If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Beaumont Successor Agency declares that the Beaumont Successor Agency would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

**Section 5. Effective Date.** Pursuant to Health and Safety Code Section 34179(h), Certain actions taken by Successor Agency requires the review and approval of the Oversight Board and may be reviewed by the State of California Department of Finance, and, therefore, this Resolution shall not be effective for three (3) business days after the Countywide Oversight Board approves a similar Resolution, pending a request for review by the State of California Department of Finance.

**MOVED, PASSED AND ADOPTED** this \_\_\_th day of December, 2021, upon the following vote:

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

By **SUCCESSOR AGENCY**

## AGREEMENT AMONG TAXING ENTITIES

This Agreement Among Taxing Entities ("**Agreement**"), dated for reference purposes as of May 12, 2021, is entered into by and between the City of Beaumont, a general law city ("**City**"), and Beaumont Unified School District, Riverside County, Riverside County Flood Control Zone 5, Riverside County Office of Education, Mt. San Jacinto Junior College, Beaumont Cherry Valley Recreation and Park District, Beaumont Library District, San Geronio Pass Water Agency, San Geronio Pass Memorial Hospital, Summit Cemetery District and Riverside County Regional Park and Open Space District ("**Taxing Entities**") (collectively, the "**Parties**").

### RECITALS

A. Pursuant to Assembly Bill xl 26, effective February 1, 2012, the Redevelopment Agency of the City of Beaumont ("Redevelopment Agency") was dissolved, and pursuant to California Health and Safety Code Section 34173, the City assumed the capacity of the Successor Agency to the dissolved Redevelopment Agency ("Successor Agency").

B. The City has requested of the Successor Agency that certain real property located within the City and more specifically identified on Exhibit "A", attached hereto and made a part hereof by this reference (**APN 417-030- 034**) (the "**Property**") be retained by the City for future redevelopment activities as a site for expansion of the City's Wastewater Treatment Plant pursuant to California Health & Safety Code Section 34180(f).

C. The Successor Agency submitted to the Countywide Oversight Board for the County of Riverside ("Oversight Board") and the State Department of Finance ("DOF") a proposed Long Range Property Management Plan ("LRPMP") pursuant to Health & Safety Code Section 34191.5(b) for DOF review and approval. DOF formally approved said LRPMP on December 29, 2015.

D. The LRPMP includes the Property cited above and intends that the Successor Agency shall transfer said Property to the City for no consideration. The LRPMP also provides that the City will seek a Compensation Agreement with the affected taxing agencies under Health & Safety Code Section 34180(f)(1) after the LRMP is authorized by the DOF.

E. The purpose of this Agreement is to obtain consent to the transfer to the City of the Property for no consideration and consequently to provide for the payment of zero sales proceeds upon the conveyance and transfer of the Property by the Successor Agency to the City for future redevelopment pursuant to Health and Safety Code Sections 34180(f) and 34188.

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

### AGREEMENT

1. Incorporation of Recitals. This Agreement is executed with reference to the facts set forth in the foregoing Recitals, which are incorporated into this Agreement by this reference.

2. Entities Entering Into this Agreement. The City and Taxing Entities specifically identified below hereby enter into and execute this Agreement:

Beaumont Unified School District, Riverside County, Riverside County Flood Control Zone 5, Riverside County Office of Education, Mt. San Jacinto Junior College, Beaumont Cherry Valley Recreation and Park District, Beaumont Library District, San Geronio Pass Water Agency, San Geronio Pass Memorial Hospital, Summit Cemetery District and Riverside County Regional Park and Open Space District.

3. Property to be Conveyed for Future Redevelopment. Consistent with the requirements of Health and Safety Code Section 34180(f), the Property will be conveyed and transferred by the Successor Agency to the City for future redevelopment activities implemented by the City consistent with the LRPMP, the Redevelopment Plan adopted for the Project Area, and the Implementation Plans adopted in connection with the Redevelopment Plan (all of the foregoing, collectively the "Plans"). Consideration and funding for the subject conveyance and transfer of the Property shall be accomplished with City funds under its own auspices, and no sum shall be payable to the Taxing Entities in proportion to their respective shares of the base property tax of the value of the Property which shall constitute and represent the zero sales price payable by the City for the Property (the "Sales Price"). It is further understood and agreed that the City and Taxing Entities shall be credited with their respective shares of the Sales Price proceeds by the Riverside County Auditor-Controller ("Auditor-Controller") which are agreed to be none/zero.

4. Compensation Arrangement and Payment to City. The City agrees that, consistent with Health & Safety Code Section 34180(f), and upon conveyance of fee title to the Property to the City by the Successor Agency and its retention of the Property as a result of such conveyance, the City will transfer zero sales proceeds to the Auditor-Controller (the "Sales Proceeds") for distribution to the independent Taxing Entities in accordance with their respective pro rata share of the property tax base for the Property as set forth in Health and Safety Code Sections 34180 and 34188.

5. Appraisal Report and Value of Property. Health and Safety Code Section 34180(f)(2) authorizes the Oversight Board, acting pursuant to Health & Safety Code Section 34179, to conduct an appraisal by an independent appraiser to establish the fair market value of the Property as of the 2011 property tax lien date. However, given the fact that the Property will be used as a Waste Water Treatment Plant by the City for the purpose of providing sewer services to the residents of the City of Beaumont and providing safe drinking water, the Taxing Entities agree that the Property will be transferred without cost to the City and no appraisal shall be required.

6. Calculation and Payment of Sales Price. The Parties acknowledge and agree that the Sales Price for the Property shall be zero; pursuant to which the City shall remit to the Auditor-Controller zero Sales Proceeds (the "Compensation Payment") concurrently with conveying and transferring fee title of the Property to the City by the Successor Agency pursuant to a transfer agreement entered into by the Parties and approved by the Oversight Board and DOF.

6.1. The Parties hereby agree and represent that the payment(s) made pursuant to this Agreement satisfies the requirements of Health and Safety Code Sections 34180(f) and 34188 regarding the legally mandated payments to Taxing Entities in proportion to their shares of the property base for the value of the Property retained by the City.

7. Conditions Precedent to Effectuation and Implementation of Agreement. Notwithstanding anything contained in this Agreement to the contrary, effectuation and implementation of the Agreement, including but not limited to the City's obligation to remit and pay the Compensation Payment to the Parties, shall be subject to the prior approval of a transfer agreement by and between the Successor Agency and the City, and execution of this Compensation Agreement by each of the

other applicable Taxing Entities operating and/or located within the Project Area. In the event that a court of competent jurisdiction issues an order, new legislation is enacted or the legislature modifies the requirements of Health & Safety Code Section 34180(f), then this Agreement shall remain binding and enforceable.

## 8. Miscellaneous Provisions.

8.1. Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified on the signature pages to this Agreement or to such other address as each of the Parties may designate by written notice delivered to the other in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

8.2. Headings; Interpretation. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties agree that this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

8.3. Action or Approval. Whenever action and/or approval by the City is required under this Agreement, the City Council may act on and/or approve such matter unless specifically provided otherwise through a delegated authority to a City official.

8.4. Entire Agreement. This Agreement and all exhibits hereto, contain the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof

8.5. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by other Parties. Any executed counterpart of this Agreement may be delivered to other Parties by facsimile and shall be deemed as binding as if an originally-signed counterpart was delivered.

8.6. Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall continue in full force and effect unless an essential purpose of the Agreement is defeated by such invalidity or unenforceability.

8.7. No Third Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

8.8. Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and



agent with one another. The relationship of the Parties shall not be construed as a joint venture, equity venture, partnership or any other relationship.

8.9. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Riverside County, California or in the Federal District Court for the Central District of California.

8.10. Conditional Effectiveness. This Agreement shall become effective when the City and the Taxing Entities have executed this Agreement below. In the event that not all of the Taxing Entities execute this Agreement, this Agreement shall be effective with respect to those Taxing Entities that do sign this Agreement upon the execution of this Agreement by the City. Promptly following the effectiveness of this Agreement, the City shall transmit notice to all the applicable Party or Parties that the Agreement is effective and specifying the date the Agreement became effective (the "Effective Date").

IN WITNESS WHEREOF, the foregoing agreement was adopted by the City Council of the City of Beaumont and was adopted by the additional parties hereto, all which have executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed on the day and year set opposite the name of each of the parties.

CITY OF BEAUMONT, CALIFORNIA

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

APPROVED AS TO FORM:

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

City Attorney

ATTEST:

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

City Clerk

**SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES**

**Beaumont Unified School District**

By: *Susie Lara*  
Susie Lara (Aug 5, 2021 00:22 PDT)  
**Susie Lara, Board President**  
**Beaumont Unified School District Board of Trustees**

**ATTEST:**

By: *Shawn D. Mitchell*  
Shawn D. Mitchell (Aug 9, 2021 09:11 PDT)  
**Shawn Mitchell, Clerk of the Board**  
**Beaumont Unified School District Board of Trustees**

**SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES**

County of Riverside

By: Karen S. Spiegel  
Karen Spiegel, Chair  
Board of Supervisors

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By: Synthia M. Gunzel  
Synthia M. Gunzel  
Chief Deputy County Counsel

ATTEST:

By: Michelle Passo

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

RECOMMENDED FOR APPROVAL: RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By Jason E. Uhley  
Jason E. Uhley  
General Manager-Chief Engineer

By Karen S. Spiegel  
Karen Spiegel, Chair  
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

Gregory P. Priamos  
County Counsel

Kecia Harper  
Clerk of the Board

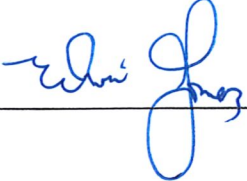
By Michael Thomas  
Michael Thomas  
Deputy County Counsel

By Deputy  
Deputy

(SEAL)

**SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES**

Riverside County Office of Education

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

APPROVED AS TO FORM:

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

ATTEST:

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

**SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES**

Mt. San Jacinto College

DocuSigned by:  
By: Roger Schultz  
2FE5649C7BC8476...  
December 14, 2021

APPROVED AS TO FORM:


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

ATTEST:


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

**SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES**

Riverside County Regional Park and Open Space District

By:   
\_\_\_\_ Chuck Washington, Chair  
\_\_\_\_ Board of Directors

APPROVED AS TO FORM:  
Gregory P Priamos  
County Counsel

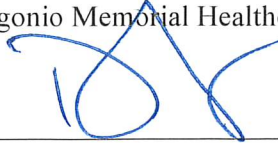
By:   
\_\_\_\_ Kristine Bell-Valdez  
\_\_\_\_ Supervising Deputy County Counsel

ATTEST:

By: 

**SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES**

San Geronio Memorial Healthcare District

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

APPROVED AS TO FORM:

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

ATTEST:

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



**SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES**

Summit Cemetery District

By: Linda Smith

APPROVED AS TO FORM:


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

ATTEST:

By: [Signature]

**SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES**

Beaumont Cherry Valley Recreation and Park District

By: 

APPROVED AS TO FORM:

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

ATTEST:

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

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

Beaumont Library District

By: Margaret K. Coleman

APPROVED AS TO FORM:

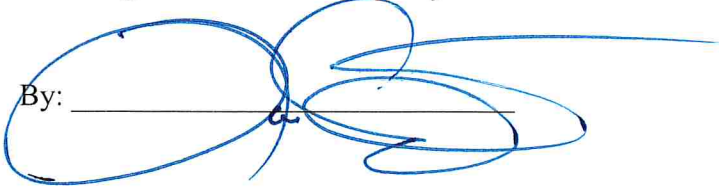
By: Juren E. Johnson

ATTEST:

By: Laura Cook

**SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES**

San Geronio Pass Water Agency

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


APPROVED AS TO FORM:

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

ATTEST:

By: Thomas W. Todd, Jr.

### Exhibit A

#### Legal Description

52.00 ACRES M/L IN POR SW 1/4 OF SEC 9 T3S R1W FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS Township N 3 Acres 052.00 M/L Section 09 Portion 1/4 Range 01 Portion Direction S Range Direction W

#### Property Description

The Property consists of one (1) approximately 52.00-acre parcel (APN 417-020-034) located on Fourth Street, directly adjacent to the existing Wastewater Treatment Plant located at 715 W. Fourth Street approximately 400 feet southwest of Coopers Creek. The site is vacant land which is landlocked. The property has been mass graded to create seven pads for future treatment plant facility buildings, access roads and a large water storage basin. The Expansion Property contains multiple easements for major utilities including a major Edison power line system, two gas pipeline easements, one fiber optic cable easement and one petroleum pipeline easement. These easements prohibit any future building on a majority of the site. In the City's General Plan, the Expansion Property is designated as Public Facility.

(updated legal description to be provided by First American Title Company)

#### Site Exhibit



**ADDENDUM NUMBER ONE  
TO  
AGREEMENT AMONG TAXING ENTITIES**

This Addendum Number One to Agreement Among Taxing Entities ("**Addendum**"), dated for reference purposes as of October 28, 2021, is entered into by and between the City of Beaumont, a general law city ("**City**"), and the Riverside County Office of Education and Mt. San Jacinto Junior College, (collectively "**Certain Taxing Entities**") (collectively, the "**Parties**").

**RECITALS**

A. The Agreement Among Taxing Entities ("Agreement") has been executed by the Taxing Entities, as defined therein, excluding the Certain Taxing Entities defined above;

B. The Certain Taxing Entities have suggested certain additional provisions to the Agreement Among Taxing Entities which may be enforced by any of the Taxing Entities;

C. The Successor Agency of the City of Beaumont Redevelopment Agency's 2015 Long Range Property Management Plan ("LRPMP") dated December 2015 which was approved by the Department of Finance on December 29, 2015 provides in pertinent part as follows:

*The Site is the Wastewater Treatment Plant Expansion Property (the "Expansion Property") and is proposed to be retained by the City of Beaumont for future development (i.e use of a governmental facility) pursuant to HSC 34191.5(c)(2)*

D. Rather than recirculate the Agreement Among Taxing Entities City and the Certain Taxing Entities desire to execute this Addendum containing the certain additional provisions reflecting the restrictions in the LRPMP as set forth below:

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

**ADDENDA**

1. The City shall use the Property only for the purposes set forth in the LRPMP, being use as a governmental facility and/or a Waste Water Treatment Plant Expansion Property. The City shall not sell, lease or otherwise transfer the Property to any other person or entity for any other use without the signed written consent of the Taxing Entities, except as provided in Section 2, below
2. In the event that the City desires to sell, lease or otherwise transfer the Property to a person or entity, for other than a use identified in Paragraph 1, above, the Property shall be sold for at least its then existing fair market value using a competitive process and the proceeds of the sale shall be payable to the County Auditor-Controller for the benefit of the Taxing Entities in accordance with Section 4 of the Agreement.
3. The terms of this Addendum may be enforced by any of the Taxing Authorities, as that term is defined in the Agreement.

- 4. The delivery of the Agreement by the Certain Taxing Authorities to the City shall only be deemed effective at such time as the City shall have delivered the countersigned Agreement Among Taxing Authorities and this Addendum to the Certain Taxing Authorities.

IN WITNESS WHEREOF, the foregoing addendum was adopted by the City Council of the City of Beaumont and was adopted by the additional parties hereto, all which have executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed on the day and year set opposite the name of each of the parties.

CITY OF BEAUMONT, CALIFORNIA

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

ATTEST:

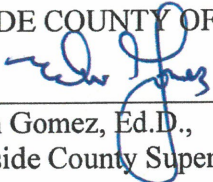
By: \_\_\_\_\_  
City Clerk

Notices to CITY OF BEAUMONT, CALIFORNIA:

City of Beaumont  
c/o City Manager  
550 E. 6th Street  
Beaumont, CA 92223

With a Copy to: John Pinkney, City Attorney  
1800 East Tahquitz Canyon Way  
Palm Springs, CA 92262

RIVERSIDE COUNTY OFFICE OF EDUCATION

By:  \_\_\_\_\_  
Edwin Gomez, Ed.D.,  
Riverside County Superintendent of Schools

APPROVED AS TO FORM:

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

ATTEST:

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

\_\_\_\_\_  
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
Attention:

With a Copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

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

Roger Schultz  
Superintendent/President

APPROVED AS TO FORM:

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

ATTEST:

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

Notices to MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT:

Mt. San Jacinto Community College District  
Attn: Beth Gomez, VP of Business Services  
1499 N. State Street  
San Jacinto, CA 92583

With a Copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_











# Addendum re SARDA Land 09 29 2021

Final Audit Report

2021-11-01

Created:	2021-10-28
By:	Deanna Bustamante (dbustamante@msjc.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAANK6_mrYS4YWJWI6zbCQhhfRmwlt2fock

## "Addendum re SARDA Land 09 29 2021" History

-  Document created by Deanna Bustamante (dbustamante@msjc.edu)  
 2021-10-28 - 9:21:07 PM GMT- IP address: 47.153.215.2
-  Document emailed to Kristen Grimes (kgrimes@msjc.edu) for signature  
 2021-10-28 - 9:25:16 PM GMT
-  Email viewed by Kristen Grimes (kgrimes@msjc.edu)  
 2021-10-30 - 4:11:10 PM GMT- IP address: 174.195.134.59
-  Document signing delegated to Roger Schultz (rschultz@msjc.edu) by Kristen Grimes (kgrimes@msjc.edu)  
 2021-10-30 - 4:11:42 PM GMT- IP address: 174.195.134.59
-  Document emailed to Roger Schultz (rschultz@msjc.edu) for signature  
 2021-10-30 - 4:11:42 PM GMT
-  Email viewed by Roger Schultz (rschultz@msjc.edu)  
 2021-11-01 - 4:39:58 PM GMT- IP address: 104.47.66.126
-  Document e-signed by Roger Schultz (rschultz@msjc.edu)  
 Signature Date: 2021-11-01 - 4:40:45 PM GMT - Time Source: server- IP address: 207.233.7.42
-  Agreement completed.  
 2021-11-01 - 4:40:45 PM GMT



## Staff Report

**TO:** City Council

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

**DATE:** December 21, 2021

**SUBJECT:** **Resolution Authorizing the Acceptance of Property (APN 417-020-034) from the Former Redevelopment Agency Approval of Agreement Among Taxing Entities and Addendum Number One**

---

### Background and Analysis:

Redevelopment Agencies across the State of California were dissolved by the California State Legislature on February 1, 2012. Part of the redevelopment dissolution process requires the Successor Agency to dispose of assets and properties of the former redevelopment agency. The proceeds are transferred to the county auditor-controller for distribution to each taxing entity within the City's jurisdiction.

#### There is one exception:

HSC § 34181(a):

*"...the Oversight Board may instead direct the Successor Agency to transfer ownership of assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, police and fire stations, libraries, and local agency admin buildings, to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such an asset."*

At the time of dissolution, the Beaumont Redevelopment Agency owned three properties. One property is located at APN 417-020-034 and is 52 acres of land adjacent to the existing City of Beaumont wastewater treatment plant. The additional properties are located on two adjacent parcels APN 404-010-001 and 404-010-002. These two properties were developed as the Beaumont Sports Park on Beaumont Avenue with a combined totals of 22.68 acres.

On December 4, 2012, City Council adopted Resolution 2012-51 to transfer ownership of all three properties from the dissolved Beaumont Redevelopment Agency to the City

of Beaumont and authorized the retention of those assets by the City. This resolution was ultimately approved by the Oversight Board to the Successor Agency on January 10, 2013. On June 14, 2013, the Beaumont Successor Agency received an approval from the California Department of Finance (DOF) pursuant to Health and Safety Code Section 34179(h), confirming the transfer of ownership of two (2) of the three (3) properties to the City. As a result, the two sports park properties transferred to the City shortly after.

The remaining property, APN 417-020-034, the 52 acres adjacent to the wastewater treatment plant, was then included in the Long Range Property Management Plan (LRPMP) pursuant to Health and Safety Code Section 34191.5. The LRPMP specified that the 52 acre property would be transferred to the City in the future for public use. The LRPMP was approved by the DOF on December 29, 2015.

The City received its finding of completion from the DOF on December 8, 2015.

As the City of Beaumont completed its upgrade of the wastewater treatment plant in 2020 and is nearing the production of title 22 recycled water, the City seeks the transfer of the 52 acre property to start feasibility and preliminary design of wastewater and recycled water facilities. As the City received an approval of the LRPMP and finding of completion from the DOF, the Successor Agency may use or dispose of the properties listed in the LRPMP.

At this time, the City intends to accept the transfer of ownership of the 52 acre property (APN 417-020-034) from the dissolved Beaumont Redevelopment Agency to the City of Beaumont and retain the property in compliance with the LRPMP.

In February 2021, City staff contacted to the DOF in regard to transferring the property to the City and the state was receptive of the timing. In those discussions, the DOF specified the City would need a draft compensation agreement between the City of Beaumont and each of the taxing entities within the former redevelopment project area. The compensation agreement provides the taxing entities a portion of the revenues generated from the sale of former redevelopment agencies properties based on their property tax percentage. In this case, the City is retaining ownership and not selling the property, therefore the compensation agreement (Attachment B) provides for \$0 in compensation to each taxing entity.

**Fiscal Impact:**

City staff estimates the cost to prepare this report is \$2,500.

**Recommended Action:**

Approve the agreement among taxing entities and addendum number one, and Waive the full reading and adopt by title only, “A Resolution of the City of Beaumont Authorizing Acceptance of Property (APN 417-020-034) from the Dissolved Redevelopment Agency.”

**Attachments:**

- A. Resolution
- B. Agreement Among Taxing Entities
- C. Addendum No. 1 to Agreement

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF BEAUMONT AUTHORIZING  
ACCEPTANCE OF PROPERTY (APN 417-020-034) FROM THE  
DISSOLVED REDEVELOPMENT AGENCY**

WHEREAS, the City of Beaumont ("Successor Agency") elected to become the successor agency to the former Redevelopment Agency of the City of Beaumont ("Agency"); and

WHEREAS, pursuant to Health and Safety Code Section 34177(e), the Successor Agency is responsible for disposing of assets and properties of the dissolved Agency, as directed by the Oversight Board, expeditiously and in a manner aimed at maximizing value, provided, however, that pursuant to Health and Safety Code Section 34181(a), the Oversight Board may instead direct the Successor Agency to transfer ownership of assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, and fire stations, to the appropriate public jurisdiction; and

WHEREAS, the Dissolved Beaumont Redevelopment Agency still owns one property that was purchased, and planned to be used for a governmental purpose, which has a nominal market value, and would not be suitable for resale to a third party.

WHEREAS, the property ("Property"), known as APN 417-020-034, as further defined below, was included on the Long Range Property Management Plan ("LRPMP") prepared by the Successor Agency, and approved by the California State Department of Finance on December 29, 2015.

WHEREAS, the LRPMP calls for the Property to be conveyed to the City subject to the provisions of the LRPMP;

WHEREAS, prior to conveyance of the Property to the City the consent of the County Oversight Board and the execution of an Agreement Among Taxing Entities is required.

WHEREAS, Government Code Section 27281 provides that instruments conveying an interest in real property to the City may not be recorded without a Certificate of Acceptance approved by the City Council; and

WHEREAS, Government Code Section 27281 also provides that the City Council may, by a resolution, authorize one or more officers to accept instruments conveying an interest in real property by executing a Certificate of Acceptance; and

WHEREAS, the City Council desires to delegate to the City Manager the authority to accept the within described real property interests on behalf of the City.

WHEREAS, a Certificate of Acceptance for accepting the aforementioned property will be recorded with the Riverside County Clerk Recorder’s Office once this resolution is adopted by City Council and all conditions precedent have occurred; and

**NOW, THEREFORE, BE IT RESOLVED**, subject to the Recitals above which are incorporated by reference herein, that the City of Beaumont does authorize accepting a Grant Deeds for the following real property:

Property defined as the “Expansion Property” in the LRCMP consisting of one (1) approximately 52.00-acre parcel (APN 417-020-034) located on Fourth Street, directly adjacent to the existing Wastewater Treatment Plant located at 715 W. Fourth Street approximately 400 feet southwest of Coopers Creek. City to insert formal legal description in Grant Deed and Certificate of Acceptance.

**Provision 1.** Recordation of the aforementioned certificate of acceptance shall be executed by the City Manager and recorded with the Riverside County Clerk Recorder’s Office.

**MOVED, PASSED AND ADOPTED** this \_\_\_day of December 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor, City of Beaumont

ATTEST:

Steven Mehlman  
CITY CLERK

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

## AGREEMENT AMONG TAXING ENTITIES

This Agreement Among Taxing Entities ("**Agreement**"), dated for reference purposes as of May 12, 2021, is entered into by and between the City of Beaumont, a general law city ("**City**"), and Beaumont Unified School District, Riverside County, Riverside County Flood Control Zone 5, Riverside County Office of Education, Mt. San Jacinto Junior College, Beaumont Cherry Valley Recreation and Park District, Beaumont Library District, San Gorgonio Pass Water Agency, San Gorgonio Pass Memorial Hospital, Summit Cemetery District and Riverside County Regional Park and Open Space District ("**Taxing Entities**") (collectively, the "**Parties**").

### RECITALS

A. Pursuant to Assembly Bill xl 26, effective February 1, 2012, the Redevelopment Agency of the City of Beaumont ("Redevelopment Agency") was dissolved, and pursuant to California Health and Safety Code Section 34173, the City assumed the capacity of the Successor Agency to the dissolved Redevelopment Agency ("Successor Agency").

B. The City has requested of the Successor Agency that certain real property located within the City and more specifically identified on Exhibit "A", attached hereto and made a part hereof by this reference (APN 417-030- 034) (the "**Property**") be retained by the City for future redevelopment activities as a site for expansion of the City's Wastewater Treatment Plant pursuant to California Health & Safety Code Section 34180(f).

C. The Successor Agency submitted to the Countywide Oversight Board for the County of Riverside ("Oversight Board") and the State Department of Finance ("DOF") a proposed Long Range Property Management Plan ("LRPMP") pursuant to Health & Safety Code Section 34191.5(b) for DOF review and approval. DOF formally approved said LRPMP on December 29, 2015.

D. The LRPMP includes the Property cited above and intends that the Successor Agency shall transfer said Property to the City for no consideration. The LRPMP also provides that the City will seek a Compensation Agreement with the affected taxing agencies under Health & Safety Code Section 34180(f)(1) after the LRMP is authorized by the DOF.

E. The purpose of this Agreement is to obtain consent to the transfer to the City of the Property for no consideration and consequently to provide for the payment of zero sales proceeds upon the conveyance and transfer of the Property by the Successor Agency to the City for future redevelopment pursuant to Health and Safety Code Sections 34180(f) and 34188.

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

### AGREEMENT

1. Incorporation of Recitals. This Agreement is executed with reference to the facts set forth in the foregoing Recitals, which are incorporated into this Agreement by this reference.

2. Entities Entering Into this Agreement. The City and Taxing Entities specifically identified below hereby enter into and execute this Agreement:

Beaumont Unified School District, Riverside County, Riverside County Flood Control Zone 5, Riverside County Office of Education, Mt. San Jacinto Junior College, Beaumont Cherry Valley Recreation and Park District, Beaumont Library District, San Geronio Pass Water Agency, San Geronio Pass Memorial Hospital, Summit Cemetery District and Riverside County Regional Park and Open Space District.

3. Property to be Conveyed for Future Redevelopment. Consistent with the requirements of Health and Safety Code Section 34180(f), the Property will be conveyed and transferred by the Successor Agency to the City for future redevelopment activities implemented by the City consistent with the LRPMP, the Redevelopment Plan adopted for the Project Area, and the Implementation Plans adopted in connection with the Redevelopment Plan (all of the foregoing, collectively the "Plans"). Consideration and funding for the subject conveyance and transfer of the Property shall be accomplished with City funds under its own auspices, and no sum shall be payable to the Taxing Entities in proportion to their respective shares of the base property tax of the value of the Property which shall constitute and represent the zero sales price payable by the City for the Property (the "Sales Price"). It is further understood and agreed that the City and Taxing Entities shall be credited with their respective shares of the Sales Price proceeds by the Riverside County Auditor-Controller ("Auditor-Controller") which are agreed to be none/zero.

4. Compensation Arrangement and Payment to City. The City agrees that, consistent with Health & Safety Code Section 34180(f), and upon conveyance of fee title to the Property to the City by the Successor Agency and its retention of the Property as a result of such conveyance, the City will transfer zero sales proceeds to the Auditor-Controller (the "Sales Proceeds") for distribution to the independent Taxing Entities in accordance with their respective pro rata share of the property tax base for the Property as set forth in Health and Safety Code Sections 34180 and 34188.

5. Appraisal Report and Value of Property. Health and Safety Code Section 34180(f)(2) authorizes the Oversight Board, acting pursuant to Health & Safety Code Section 34179, to conduct an appraisal by an independent appraiser to establish the fair market value of the Property as of the 2011 property tax lien date. However, given the fact that the Property will be used as a Waste Water Treatment Plant by the City for the purpose of providing sewer services to the residents of the City of Beaumont and providing safe drinking water, the Taxing Entities agree that the Property will be transferred without cost to the City and no appraisal shall be required.

6. Calculation and Payment of Sales Price. The Parties acknowledge and agree that the Sales Price for the Property shall be zero; pursuant to which the City shall remit to the Auditor-Controller zero Sales Proceeds (the "Compensation Payment") concurrently with conveying and transferring fee title of the Property to the City by the Successor Agency pursuant to a transfer agreement entered into by the Parties and approved by the Oversight Board and DOF.

6.1. The Parties hereby agree and represent that the payment(s) made pursuant to this Agreement satisfies the requirements of Health and Safety Code Sections 34180(f) and 34188 regarding the legally mandated payments to Taxing Entities in proportion to their shares of the property base for the value of the Property retained by the City.

7. Conditions Precedent to Effectuation and Implementation of Agreement. Notwithstanding anything contained in this Agreement to the contrary, effectuation and implementation of the Agreement, including but not limited to the City's obligation to remit and pay the Compensation Payment to the Parties, shall be subject to the prior approval of a transfer agreement by and between the Successor Agency and the City, and execution of this Compensation Agreement by each of the



other applicable Taxing Entities operating and/or located within the Project Area. In the event that a court of competent jurisdiction issues an order, new legislation is enacted or the legislature modifies the requirements of Health & Safety Code Section 34180(f), then this Agreement shall remain binding and enforceable.

## 8. Miscellaneous Provisions.

8.1. Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified on the signature pages to this Agreement or to such other address as each of the Parties may designate by written notice delivered to the other in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

8.2. Headings; Interpretation. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties agree that this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

8.3. Action or Approval. Whenever action and/or approval by the City is required under this Agreement, the City Council may act on and/or approve such matter unless specifically provided otherwise through a delegated authority to a City official.

8.4. Entire Agreement. This Agreement and all exhibits hereto, contain the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof

8.5. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by other Parties. Any executed counterpart of this Agreement may be delivered to other Parties by facsimile and shall be deemed as binding as if an originally-signed counterpart was delivered.

8.6. Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall continue in full force and effect unless an essential purpose of the Agreement is defeated by such invalidity or unenforceability.

8.7. No Third Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

8.8. Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and

agent with one another. The relationship of the Parties shall not be construed as a joint venture, equity venture, partnership or any other relationship.

8.9. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Riverside County, California or in the Federal District Court for the Central District of California.

8.10. Conditional Effectiveness. This Agreement shall become effective when the City and the Taxing Entities have executed this Agreement below. In the event that not all of the Taxing Entities execute this Agreement, this Agreement shall be effective with respect to those Taxing Entities that do sign this Agreement upon the execution of this Agreement by the City. Promptly following the effectiveness of this Agreement, the City shall transmit notice to all the applicable Party or Parties that the Agreement is effective and specifying the date the Agreement became effective (the "Effective Date").

IN WITNESS WHEREOF, the foregoing agreement was adopted by the City Council of the City of Beaumont and was adopted by the additional parties hereto, all which have executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed on the day and year set opposite the name of each of the parties.

CITY OF BEAUMONT, CALIFORNIA

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

APPROVED AS TO FORM:

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

City Attorney

ATTEST:

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

City Clerk

**SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES**

**Beaumont Unified School District**

By: *Susie Lara*  
Susie Lara (Aug 5, 2021 00:22 PDT)  
**Susie Lara, Board President**  
**Beaumont Unified School District Board of Trustees**

**ATTEST:**

By: *Shawn D. Mitchell*  
Shawn D. Mitchell (Aug 9, 2021 09:11 PDT)  
**Shawn Mitchell, Clerk of the Board**  
**Beaumont Unified School District Board of Trustees**

**SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES**

County of Riverside

By: Karen S. Spiegel  
Karen Spiegel, Chair  
Board of Supervisors

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

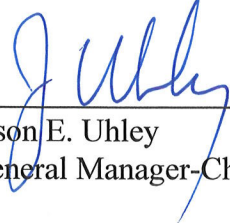
By: Synthia M. Gunzel  
Synthia M. Gunzel  
Chief Deputy County Counsel

ATTEST:

By: Priscilla Passo

**SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES**

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

By   
Jason E. Uhley  
General Manager-Chief Engineer


By   
Karen Spiegel, Chair  
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

Gregory P. Priamos  
County Counsel

Kecia Harper  
Clerk of the Board

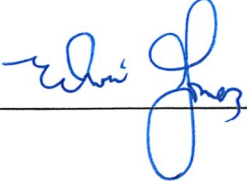
By   
Michael Thomas  
Deputy County Counsel

By   
Deputy

(SEAL)

**SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES**

Riverside County Office of Education

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

APPROVED AS TO FORM:

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

ATTEST:

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

**SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES**

Mt. San Jacinto College

DocuSigned by:  
By: Roger Schultz  
2FE5649C7BC8476...  
December 14, 2021

APPROVED AS TO FORM:


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

ATTEST:


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

**SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES**

Riverside County Regional Park and Open Space District

By:   
\_\_\_\_ Chuck Washington, Chair  
\_\_\_\_ Board of Directors

APPROVED AS TO FORM:  
Gregory P Priamos  
County Counsel

By:   
\_\_\_\_ Kristine Bell-Valdez  
\_\_\_\_ Supervising Deputy County Counsel

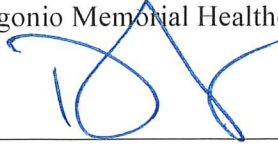
ATTEST:

By: 



**SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES**

San Geronio Memorial Healthcare District

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

APPROVED AS TO FORM:

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

ATTEST:

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

**SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES**

Summit Cemetery District

By: Linda Smith

APPROVED AS TO FORM:


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

ATTEST: [Signature]

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

**SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES**

Beaumont Cherry Valley Recreation and Park District

By: 

APPROVED AS TO FORM:

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

ATTEST:

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

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

Beaumont Library District

By: Margaret K. Coleman

APPROVED AS TO FORM:

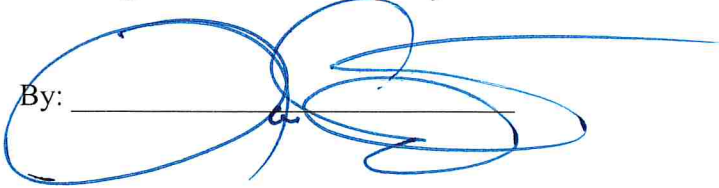
By: Juren E. Johnson

ATTEST:

By: Laura Cook

**SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES**

San Geronio Pass Water Agency

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


APPROVED AS TO FORM:

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

ATTEST:

By: Thomas W. Todd, Jr.

### Exhibit A

#### Legal Description

52.00 ACRES M/L IN POR SW 1/4 OF SEC 9 T3S R1W FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS Township N 3 Acres 052.00 M/L Section 09 Portion 1/4 Range 01 Portion Direction S Range Direction W

#### Property Description

The Property consists of one (1) approximately 52.00-acre parcel (APN 417-020-034) located on Fourth Street, directly adjacent to the existing Wastewater Treatment Plant located at 715 W. Fourth Street approximately 400 feet southwest of Coopers Creek. The site is vacant land which is landlocked. The property has been mass graded to create seven pads for future treatment plant facility buildings, access roads and a large water storage basin. The Expansion Property contains multiple easements for major utilities including a major Edison power line system, two gas pipeline easements, one fiber optic cable easement and one petroleum pipeline easement. These easements prohibit any future building on a majority of the site. In the City's General Plan, the Expansion Property is designated as Public Facility.

(updated legal description to be provided by First American Title Company)

#### Site Exhibit



**ADDENDUM NUMBER ONE  
TO  
AGREEMENT AMONG TAXING ENTITIES**

This Addendum Number One to Agreement Among Taxing Entities ("**Addendum**"), dated for reference purposes as of October 28, 2021, is entered into by and between the City of Beaumont, a general law city ("**City**"), and the Riverside County Office of Education and Mt. San Jacinto Junior College, (collectively "**Certain Taxing Entities**") (collectively, the "**Parties**").

**RECITALS**

A. The Agreement Among Taxing Entities ("Agreement") has been executed by the Taxing Entities, as defined therein, excluding the Certain Taxing Entities defined above;

B. The Certain Taxing Entities have suggested certain additional provisions to the Agreement Among Taxing Entities which may be enforced by any of the Taxing Entities;

C. The Successor Agency of the City of Beaumont Redevelopment Agency's 2015 Long Range Property Management Plan ("LRPMP") dated December 2015 which was approved by the Department of Finance on December 29, 2015 provides in pertinent part as follows:

*The Site is the Wastewater Treatment Plant Expansion Property (the "Expansion Property") and is proposed to be retained by the City of Beaumont for future development (i.e use of a governmental facility) pursuant to HSC 34191.5(c)(2)*

D. Rather than recirculate the Agreement Among Taxing Entities City and the Certain Taxing Entities desire to execute this Addendum containing the certain additional provisions reflecting the restrictions in the LRPMP as set forth below:

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

**ADDENDA**

1. The City shall use the Property only for the purposes set forth in the LRPMP, being use as a governmental facility and/or a Waste Water Treatment Plant Expansion Property. The City shall not sell, lease or otherwise transfer the Property to any other person or entity for any other use without the signed written consent of the Taxing Entities, except as provided in Section 2, below
2. In the event that the City desires to sell, lease or otherwise transfer the Property to a person or entity, for other than a use identified in Paragraph 1, above, the Property shall be sold for at least its then existing fair market value using a competitive process and the proceeds of the sale shall be payable to the County Auditor-Controller for the benefit of the Taxing Entities in accordance with Section 4 of the Agreement.
3. The terms of this Addendum may be enforced by any of the Taxing Authorities, as that term is defined in the Agreement.

- 4. The delivery of the Agreement by the Certain Taxing Authorities to the City shall only be deemed effective at such time as the City shall have delivered the countersigned Agreement Among Taxing Authorities and this Addendum to the Certain Taxing Authorities.

IN WITNESS WHEREOF, the foregoing addendum was adopted by the City Council of the City of Beaumont and was adopted by the additional parties hereto, all which have executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed on the day and year set opposite the name of each of the parties.

CITY OF BEAUMONT, CALIFORNIA

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

ATTEST:

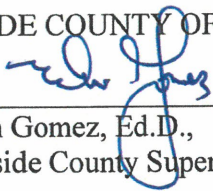
By: \_\_\_\_\_  
City Clerk

Notices to CITY OF BEAUMONT, CALIFORNIA:

City of Beaumont  
c/o City Manager  
550 E. 6th Street  
Beaumont, CA 92223

With a Copy to: John Pinkney, City Attorney  
1800 East Tahquitz Canyon Way  
Palm Springs, CA 92262

RIVERSIDE COUNTY OFFICE OF EDUCATION

By:  \_\_\_\_\_  
Edwin Gomez, Ed.D.,  
Riverside County Superintendent of Schools

APPROVED AS TO FORM:

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

ATTEST:

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



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

With a Copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

By: 

Roger Schultz  
Superintendent/President

APPROVED AS TO FORM:

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

ATTEST:

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

Notices to MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT:

Mt. San Jacinto Community College District  
Attn: Beth Gomez, VP of Business Services  
1499 N. State Street  
San Jacinto, CA 92583

With a Copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_









# Addendum re SARDA Land 09 29 2021

Final Audit Report

2021-11-01

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By:	Deanna Bustamante (dbustamante@msjc.edu)
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## "Addendum re SARDA Land 09 29 2021" History

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## Staff Report

**TO:** City Council

**FROM:** Todd Parton, Assistant City Manager

**DATE:** December 21, 2021

**SUBJECT:** **City Council Approval of the Third Amendment to the Webb Engineering Contract for the Wastewater Treatment Plant and Brine Line Project in an Amount of \$530,809 for the Design and Construction Services for a MBR Replacement System for a Total Contract Not to Exceed \$4,250,699**

### Background and Analysis:

The City of Beaumont has constructed an upgrade/expansion project at the existing wastewater treatment plant (WWTP). A crucial part of this project is the conversion to membrane bioreactor (MBR) treatment technology.

It is recommended that the City transition to and install the Suez MBR System. The Suez system is a hollow fiber membrane formerly known as Zenon and GE.

Webb is estimating that this total effort for design and construction oversight services will be \$530,809. Below are the details of the tasks.

### Design

- a) Evaluation of the existing blowers, permeate pumps and piping to determine what will work with the new system,
- b) Develop a phasing plan for the systematic removal and replacement of the MBR system to ensure ongoing treatment,
- c) Demolition plans to remove existing MBR system,
- d) Coordination with Suez regarding new MBR system mechanical, structural, electrical and instrumentation design,
- e) Structural changes to influent channel to utilize membrane basins 5 and 6,
- f) Prepare specifications and construction documents for the replacement project, and
- g) Review and evaluation of various equipment for the project.

Construction Management, Inspection and Engineering Services During Construction

- a) Provide construction management and contract oversight during construction;
- b) Provide on-site inspection during construction;
- c) SCADA Programming to integrate the new MBR system into the Plant SCADA;
- d) Submittal, shop drawings, and RFI review and comments;
- e) Commissioning and startup assistance;
- f) Project closeout, record drawings, O&M manual updates; and
- g) Coordination with the City Operations Staff and Department of Drinking Water regarding Recycled Water Permit.

The anticipated schedule and project milestones will be as follows:

- Authorize a change order with W.M. Lyles to proceed with ordering the Suez equipment and installation of the Suez system – December 21, 2021,
- Begin field construction – 2nd week of February 2022,
- Receive membrane equipment from Suez – 2nd week of March 2022,
- Complete installation of Trains 5 and 6 with Suez equipment – April 2022, and
- Remaining Trains will follow the successful startup of Trains 5 and 6.

**Fiscal Impact:**

Wastewater Treatment Plant Expansion/Renovation:

<b>WWTP</b>	<b>Budget Amount</b>	<b>Paid to Date</b>	<b>Remaining</b>
Design	\$2,697,942.63	\$2,557,938.51	\$140,004.12
Construction Management	\$6,034,572.75	\$5,756,198.83	\$278,373.92
Equipment	\$252,906.00	\$256,216.13	\$(3,310.13)
Permits	\$324,776.76	\$121,450.10	\$203,326.66
Construction	\$53,910,737.00	\$50,690,174.97	\$3,220,562.03
Contingency	\$11,624,252.52	\$3,994,286.68	\$1,629,965.84
Unallocated	\$1,489,244.72	\$ -	\$1,489,244.72
<b>Total</b>	<b>\$76,334,432.38</b>	<b>\$62,376,265.22</b>	<b>\$6,958,167.16</b>

**Recommended Action:**

Approval of the Third Amendment to the Webb Engineering Contract for the Wastewater Treatment Plant and Brine Line Project in an amount of \$530,809 for the design and construction services for a MBR replacement system for a total contract not to exceed \$4,250,699.

**Attachments:**

- A. Third Agreement to Professional Services Agreement
- B. Webb Engineering Proposal

### **THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Amendment”) is made and effective as of the 21<sup>ST</sup> day of December, 2021 by and between the CITY OF BEAUMONT (“CITY”), a general law city, and Albert A. Webb Associates, a California corporation (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

#### **RECITALS**

This Amendment is made with respect to the following facts:

A. On October 2, 2018 the CITY and CONTRACTOR entered into that certain Agreement for Professional Services by Independent Contractor (“Agreement”) for engineering services in the amount of Three Million Sixty Seven Thousand Seven Hundred and Ninety Three Dollars (\$3,067,793) which remains in effect.

B. On December 15, 2020 the CITY and CONTRACTOR entered into that certain First Amendment to Professional Services Agreement to extend the term of the Agreement, to change the scope of Services and allow additional compensation to CONTRACTOR in the amount of an additional Four Hundred Eighty Seven Thousand Seven Hundred Eighty One Dollars (\$487,781).

C. On December 15, 2020 the CITY and CONTRACTOR entered into that certain Second Amendment to Professional Services Agreement to extend the term of the Agreement, change the scope of Services and allow additional compensation to CONTRACTOR in the amount of an additional One Hundred Sixty Four Thousand Dollars Three Hundred and Sixteen Dollars (\$164,316.00).

D. Contractor has provided CITY a Proposal dated December 13, 2021, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference, subject to the exceptions in Section 2 below, to provide design services related to installation of a new membrane system in the City’s Wastewater Treatment Plant.

## AMENDMENT

The Agreement is hereby amended as follows:

### SECTION 1 IS AMENDED TO READ AS FOLLOWS:

Section 1. Term of Agreement. The Agreement shall continue in effect until the Services identified in Section 2 and any other Services remaining to be provided under the Agreement, as amended, are completed.

### SECTION 2 IS AMENDED TO ADD THE FOLLOWING SERVICES AS FOLLOWS:

Section 2. Services to be Performed. CONTRACTOR agrees to provide the services ("Services") as provided in the Proposal. All Services shall be performed in accordance with the terms of the Agreement, as amended. If the Proposal contains additional or different terms than what are provided in the Agreement, as amended, that purport to bind the City other than the scope of services and the price for the services, such additional or different terms shall be void and of no force or effect and shall not bind the City

### SECTION 4.01 IS AMENDED TO ADD THE FOLLOWING REGARDING COMPENSATION WITH REGARDS TO THE PROPOSAL ATTACHED AS EXHIBIT "A"

Section 4.01. Compensation. CITY agrees to pay CONTRACTOR the amounts and rates provided in the Proposal and according to the other terms of Section 4.01. Notwithstanding anything to the contrary, the Compensation to CONTRACTOR for Services under this Amendment shall not exceed the amount of Five Hundred Thirty Thousand Eight Hundred and Nine Dollars (\$530,809.00).

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 Amendment to be effective as of the day and year first above-written.

[Signatures on following page]

SIGNATURE PAGE TO

CITY OF BEAUMONT  
THIRD AMENDMENT

CITY:

CONTRACTOR:

CITY OF BEAUMONT

ALBERT A. WEBB ASSOCIATES

By: \_\_\_\_\_  
Lloyd White, Mayor

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

Print Name: \_\_\_\_\_

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

ATTEST:

By: \_\_\_\_\_  
Nicole Wheelwright, Deputy City Clerk

APPROVED AS TO FORM:

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



City of Beaumont New MBR System Design, CM&I and ESDC																			
		ALBERT A. WEBB ASSOCIATES, INC.					AQUA/SKM Eng.								LABOR	Structural Subconsultant	REIMBURSABLE EXPENSES	TOTAL	
		Principal II	Construction Manager	Principal Inspector (TBD)	Project Coordinator	Total Hours	AQUA Principal	AQUA Senior Eng.	AQUA Eng.	AQUA/SKM Designer	SKM Principal	SKM Senior Eng.	SKM Engineer	Project Coordinator					Total Hours
<b>1.0 TASK 1 - Design</b>																			
a	Mechanical	40				40	20	80	200	400				8	708	\$ 107,204	\$ -	\$ 107,204	
b	Structural	6				6	8	20						4	32	\$ 7,334	\$ 46,000	\$ 53,334	
c	Electrical & Instrumentation	6				6	4	8		200	8	40	100	360	\$ 51,474	\$ -	\$ 51,474		
d	Specifications and Bidding	8			4	12	8	16	40		6	12	20	8	110	\$ 20,590	\$ -	\$ 20,590	
<b>Task 1 Subtotal</b>		60	0	0	4	64	40	124	240	600	14	52	120	20	1210	\$ 186,602	\$ 46,000	\$ -	\$ 232,602
<b>2.0 TASK 2 - CM, Inspection, &amp; Engineering Services during Construction</b>																			
a	Construction Management (assume 20 weeks)	6	80		40	126									0	\$ 23,550	\$ -	\$ 23,550	
b	Field Inspection (assume 20 weeks half time)	6	40	400	40	486									0	\$ 75,390	\$ -	\$ 75,390	
c	SCADA Programming	2				2	20	40			60	200	200	10	530	\$ 93,760	\$ -	\$ 200	\$ 93,960
d	Submittals, Shop Drawings, RFIs (assume 20 total)	4	20		20	44	8	20	40		8	20		4	100	\$ 24,876	\$ 2,875	\$ 50	\$ 27,801
e	Commissioning & Startup	6	60	20		86	20	20			10	40		4	94	\$ 35,892	\$ -	\$ 35,892	
f	Project closeout, Record Drawings, and O&M	2			4	6	4	8	20	60	4	8	40	4	148	\$ 22,070	\$ -	\$ 22,070	
g	Coordination & Permitting	20			4	24	20	40	12					4	76	\$ 19,544	\$ -	\$ 19,544	
<b>Task 2 Subtotal</b>		46	200	420	108	774	72	128	72	60	82	268	240	26	948	\$ 295,082	\$ 2,875	\$ 250	\$ 298,207
<b>TOTAL HOURS AND COST (TASKS 1 - 2):</b>		<b>106</b>	<b>200</b>	<b>420</b>	<b>112</b>	<b>838</b>	<b>112</b>	<b>252</b>	<b>312</b>	<b>660</b>	<b>96</b>	<b>320</b>	<b>360</b>	<b>46</b>	<b>2158</b>	<b>\$ 481,684</b>	<b>\$ 48,875</b>	<b>\$ 250</b>	<b>\$ 530,809</b>



## Staff Report

**TO:** City Council

**FROM:** Todd Parton, City Manager

**DATE:** December 21, 2021

**SUBJECT:** Resolution Authorizing the Execution of Change Order No. 23 with W.M. Lyles, Co. to Install a New Membrane System in the Wastewater Treatment Plant for the Wastewater Treatment Plant Upgrade/Expansion in the Amount Not to Exceed \$5,143,400 for the Replacement MBR System

### Background and Analysis:

#### Wastewater Treatment Plant Change Order No. 23:

The City of Beaumont has constructed an upgrade/expansion project at the existing wastewater treatment plant (WWTP). A crucial part of this project is the conversion to membrane bioreactor (MBR) treatment technology.

It is recommended that the City transition to and install the Suez MBR System. The Suez system is a hollow fiber membrane formerly known as Zenon and GE.

#### Summary of Change Order No. 23 Costs:

The cost associated with this change order is in the amount not to exceed \$5,143,400 with the attached project schedule. The summary and details for each previously approved change order are shown below.

#### 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 Change	\$24,298.00
7	Various Changes – MBR/RO Structural, Site Civil & Headworks SCADA Design Modifications	Design Changes	\$59,167.49
8	Various Changes - Demolition, Piping Realignment, Material Change, and Electric Actuated Valve Voltage Change	Unforeseen Conditions and Value Engineering	\$6,067.00
9	Various Changes - Solids Handling Bldg. Conveyor Capacity Increase, Electrical Yard Vault Cover Changes, Additional Pothole Investigation and Existing Duct Bank Removal, and Yard Utilities	Design Changes, Conflict with Construction, Owner Requested Changes	\$138,531.73
10	MBR Chemical Area Changes & Other Misc. Changes and Inclement Weather Impact Nov-18 to May-19	Owner Requested Changes & Inclement Weather	\$596,031.05

11	Frontier Internet Provider Duct Bank Modifications, 30-inch MBR & 20-inch Plant Effluent Pipeline Elevation and Alignment Modifications, Additional Safety Required Handrail at Retaining Wall and Generator	Design Changes, & Conflict with Construction	\$81,128.29
12	RO-Sulfuric Acid Chemical Piping Material Change, Solids Feed Pump TR/TSH Thermocouple Elements, Solids Handling Bldg. Changes	Design Changes, Owner Requested Changes	\$91,417.26
13	Plant Effluent Chemical Area Changes	Owner Requested Changes	\$404,821.33
14	ADA Compliance Men's – Women's Restroom Modifications & SCE Required Additional 4/0 Ground Cable	Design Changes & SCE Requirements	\$12,311.12
15	Aeration Basin 24" Air Piping Block-outs and Pipe Seals, Modifications to HACH Instrumentation Communications Protocol, MBR Module Lifting Safety Device, RO CIP-Skid Discharge Orifice Plate Addition	Design Changes, Owner Requested Changes	\$79,713.39
16	Pump station at the EQ Basin	Design Changes, Owner Requested Changes	NTE \$667,487.82
17	RW FUTURE PUMP STATION, Weather Time Extension, Valve Modifications, MBR Feed Pump Seal Water Control Changes	Design Changes, Owner Requested Changes, Unforeseen Conditions	NTE \$159,442.86

18	Construction Cost of UV System, Weather Time Extension	Design Changes, Unforeseen Conditions	NTE \$1,788,568.52
19	Aeration Basin 1-4 MOV Extension Risers, Aeration Basin Network Switch for HACH Instruments, Fine Screens, MBR Addition	Design and Scope Changes	\$95,556.60
20	Truck Scales	Design Change	NTE \$113,100.05
21	Line Connections on 4th Street, Effluent Analyzers and Sampler Additions, Yard Piping, Fine Screens Cleaning Pressure Washer, MBR RAS Pumps, Additions to Sludge Holding Tanks, Delay Decommissioning Existing Power, Weather Impact Dec 2020-April 2021	Design Change	NTE \$213,164.76
22	Existing Centrifuge Drain to Cooper Lift Station, IPS, Sludge Tank Blowers, MBR Chemical Skid Discharge Vent System, UV Network Switch for Carlos Connection	System Improvements	NTE \$28,006.52
23	MBR Replacement	System Improvements	NTE \$5,143,400.00
<b>WWTP Contingency</b>	<b>Budget Amount</b>	<b>Change Orders 1-23</b>	<b>Remaining</b>
	<b>\$11,624,252.52</b>	<b>\$9,944,158.43</b>	<b>\$1,680,094.09</b>

**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.

<b>WWTP</b>	<b>Budget Amount</b>	<b>Paid to Date</b>	<b>Remaining</b>
Design	\$2,697,942.63	\$2,557,938.51	\$140,004.12
Construction Management	\$6,034,572.75	\$5,800,350.58	\$234,222.17
Equipment	\$252,906.00	\$256,216.13	\$(3,310.13)
Permits	\$324,776.76	\$121,450.10	\$203,326.66
Construction	\$53,910,737.00	\$50,771,328.73	\$3,139,408.27
Contingency	\$11,624,252.52	\$4,053,316.54	\$7,570,935.98
Unallocated	\$1,489,244.72	\$ -	\$1,489,244.72
<b>Total</b>	<b>\$76,334,432.38</b>	<b>\$63,560,600.59</b>	<b>\$12,773,831.79</b>

**Recommended Action:**

Approve a resolution authorizing the execution of Change Order No. 23 with W.M. Lyles, Co. to install a new membrane system in the Wastewater Treatment Plant for the Wastewater Treatment Plant Upgrade/Expansion in the amount not to exceed \$5,143,400 for the replacement MBR system.

**Attachments:**

- A. Resolution Authorizing the Execution of Change Order No. 23
- B. W.M. Lyles Change Order Proposal

**RESOLUTION NO. 2021 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BEAUMONT, CALIFORNIA, AUTHORIZING THE  
EXECUTION OF CHANGE ORDER NO. 23 WITH W.M.  
LYLES, CO. TO INSTALL A NEW MEMBRANE SYSTEM FOR  
THE WASTEWATER TREATMENT PLANT  
UPGRADE/EXPANSION IN THE AMOUNT NOT TO EXCEED  
\$5,143,400**

WHEREAS, in November of 2015, the City was notified by the Regional Water Quality Control Board that the Wastewater Treatment Plant was operating above 75% of the average daily flow capacity and that the City needed to begin the planning process for the expansion of the Plant;

WHEREAS, in addition to expanding flow capacity, the City needed to reduce salts being discharged in the wastewater effluent;

WHEREAS, on June 7, 2016 the City Council approved the contract with Webb Associates (WEBB) to prepare the Feasibility Study to determine the most effective way to expand the Plant capacity and develop a plan to meet the Basin Plan salt mitigation objectives;

WHEREAS, after completion of the Feasibility Study, the City Council approved the plan to expand/upgrade the City’s existing Plant;

WHEREAS, on November 7, 2016 the City Council approved the contract with WEBB to prepare the preliminary design for the Upgrade and Expansion Project which included the upgrade of the Plant from 4.0 to 6.0 million gallons per day (MGD) and Brine Discharge Pipeline;

WHEREAS, in February 2017, an equipment preselection package was prepared for the purpose of receiving firm bids from manufacturers to supply the MBR and Reverse Osmosis (RO) systems for the Plant Upgrade project. The evaluation and selection criteria was developed by the Design Team and City Staff. This equipment needed to be preselected in order for the design to be based upon the specific equipment that was to be used during construction. Equipment bids were received in March 2017. The results of the evaluation yielded a close selection of Fibracast over GE (presently SUEZ);

WHEREAS, the second-place bidder for the MBR equipment was GE. GE is a recognized leader in the MBR industry with a proven track record and reliable equipment offering. Since 2017, GE sold their MBR technology to Suez Water Technology. The product has not been significantly changed since the 2017 evaluation;

WHEREAS, a final design contract was awarded by City Council to WEBB on April 4, 2017 to complete the design of the Plant Upgrade and Brineline projects. Pursuant to the

discussions with City Staff and City Council, the design for the MBR system was completed in a manner that would accommodate the second-place bidder (GE) as a means to mitigate major construction, installation, and cost issues if the City needed to exercise the performance guarantee and install a different MBR system;

WHEREAS, The wastewater Treatment Plant and membrane system was designed to accommodate the GE/Suez MBR system as a safety precaution in case the Fibracast system did not work as promised. The accommodations included constructing the membrane basins slightly wider and longer than what was needed by Fibracast. Per the original design criteria, the Fibracast system needed five treatment basins to reach the ultimate capacity of 8 mgd. There was an extra sixth basin constructed to accommodate the possible future installation of the GE/Suez system, which will allow that system to reach the ultimate capacity of 8 mgd;

WHEREAS, the City’s best option for replacement of the Fibracast MBR system is to proceed with the GE/Suez system as a sole source based upon the following:

- GE/Suez was the second rated system in the original evaluation. Their original price was \$2,723,403 and their price to provide the replacement system is not to exceed \$2,925,951.25 and includes an enhanced 15-year warranty. There are some minor differences in the scope of supply from the original proposal, but the price has not changed significantly over the past 4 1/2 years;
- The membrane basins and ancillary systems were specifically constructed to accommodate the potential change to the GE/Suez system and based upon our evaluation is the only system that will allow the Plant to meet current demands and be expanded to the ultimate capacity of 8-MGD within the existing footprint;
- GE/Suez has several MBR installations in front of RO systems and has included guaranteed performance that will satisfy the RO system influent requirements;
- GE/Suez is a recognized leader in the MBR market with a proven track record of success in similar applications;
- The City has determined that the membrane system must be replaced and that doing so is a matter involving the immediate health safety and welfare of the public;
- The City issued an Invitation for Bids for the Wastewater Treatment Plant Salt Mitigation Upgrade Project, dated June 13, 2018, and W.M. Lyles, Co. (“Lyles”) submitted a bid in response to the Invitation, dated August 1, 2018;
- The City and Lyles entered into that certain City of Beaumont Public Works Contract (“Construction Contract”) dated October 2, 2018 for the Project, and numerous change orders (“Construction Contract”); and
- The City now desires to enter into Change Order No. 23 in an amount not to exceed \$5,143,400 authorizing Lyles to install the Suez system in the Wastewater Treatment Plant.



**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Beaumont as follows:

**Section 1:** The preceding recitals are true and correct.

**Section 2:** The City of Beaumont hereby authorizes the Mayor to take all actions necessary to complete and execute the final Change Order No. 23 between the City and Lyles to provide for the sourcing and installation of the Suez membrane system and components in the City’s Wastewater Treatment Plant to be generally consistent with the terms and provisions attached hereto as Exhibit “A” and on such terms and conditions as are customary, reasonable and which further the best interests of the City and provided further that the Mayor of the City shall have the final review authority of such Change Order and all attachments to the Change Order and shall indicate his approval of the same by executing such Change Order on behalf of the City, if appropriate.

**Section 3:** This resolution shall take effect immediately upon its passage and adoption.

**MOVED, PASSED, and ADOPTED** this 21st day of December, 2021:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

**APPROVED:**

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

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

**CITY OF BEAUMONT WWTP SALT MITIGATION UPGRADE PROJECT**

**CHANGE ORDER PROPOSAL (COP) # 067  
(By Contractor)**

<p><b>To (Engineer/CM):</b>  MWH Constructors  Attention: Charles Reynolds  Phone: 702-497-8024  Email: Charles.w.reynolds@mwhconstructors.com</p>	<p><b>From (Contractor):</b>  W.M. Lyles Co.  Attention: Oscar Mendoza  Phone: 619-565-6064  Email: omendoza@wmlylesco.com</p>
<p><b>PCO/DCM No.:</b> N/A</p>	
<p><b>Subject:</b> Membrane Replacement for Trains 1-4 and Membrane Addition to Trains 5 &amp; 6</p>	
<p><b>Reference Documents:</b> Aqua Conceptual Design Drawings Sheets</p>	
<p style="text-align: center;"><b>DESCRIPTION</b></p>	
<p>Please review the attached change order pricing for removing and replacing the membranes in tanks 1 – 4 and populating membranes in tanks 5 &amp; 6. It is W.M. Lyles understanding that once approved the final design will be completed by Aqua engineering. At that time WML will update our pricing and scope to make sure no added scope was added to the change order. In addition, WML shall receive contractual mark-ups for all labor and materials purchased through contingency.</p> <p>Inclusions:</p> <ul style="list-style-type: none"> <li>• Please see the attached breakdown of cost showing details of scope of work and material items being provided by WML.</li> <li>• Purchase and install of Suez Membrane Equipment</li> </ul> <p>Exclusions:</p> <ul style="list-style-type: none"> <li>• Process or Performance Guarantee of any kind. WML will install only.</li> <li>• Startup &amp; Commissioning</li> <li>• Trash bins to dispose of existing membranes</li> <li>• Builders Risk Insurance Policy</li> <li>• Inline Magmeters</li> </ul>	
<p style="text-align: center;"><b>COST ESTIMATE</b></p>	
<p>Total cost \$ 5,143,400.00 – see attached breakdown</p>	
<p style="text-align: center;"><b>SCHEDULE IMPACT</b></p>	

A TIA showing the schedule impact will be provided once the Issue For Construction drawings are finalized. In addition, please pay special attention to the following:

- 1. Allied Steel's quote for grating is only good for 14 Days as of 12/13/21.
- 2. VFD procurement lead time is 18-20 weeks.

**Received by MWH Constructors (Date):**

**RESPONSE**

**Response By:**

**Date:**

Final Distribution: Oscar Mendoza, W.M. Lyles Co.  
Grant Gourley, W.M. Lyles Co.  
Brian Knoll, Webb Associates  
MWH Inspector

W. M. Lyles Co.  
 42142 Roick Drive  
 Temecula, CA 92590

Date: 16-Dec-21

Attention: City of Beaumont

JOB LOCATION: Beaumont CA

DESCRIPTION: Remove and Replace Membranes on Train 1-4 and Add new Membranes to Trains 5 & 6

Item:		Unit	Total MH	Total MH Cost	Eq. Cost	Material	Subcont.	Total Cost
1	Suez Purchase Order	LS	0	\$ -	\$ -	\$ 2,925,951.25	\$ -	\$ 2,925,951.25
2	Phase 1 - Basins 5 & 6	LS	1544	\$ 138,271.55	\$ 26,098.84	\$ 495,427.27	\$ 110,058.62	\$ 769,856.27
3	Phase 2 - Basins 3 & 4	LS	1108	\$ 97,796.85	\$ 16,592.64	\$ 85,868.13	\$ 10,000.00	\$ 210,257.62
4	Phase 3 - Basins 1 & 2	LS	1108	\$ 97,796.85	\$ 17,975.36	\$ 85,868.13	\$ 10,000.00	\$ 211,640.34
5	Overhead	LS	1116	\$ 67,082.00	\$ -	\$ 17,276.00	\$ -	\$ 84,358.00
6			0	\$ -	\$ -	\$ -	\$ -	\$ -
Total Costs			4876	\$ 400,947.24	\$ 60,666.84	\$ 3,610,390.78	\$ 130,058.62	\$ 4,202,063.48

Subtotal		\$ 4,202,063.48
Mark-up - Labor	15%	\$ 60,142.09
Mark-up - Equipment	15%	\$ 9,100.03
Mark-up - Materials	15%	\$ 102,665.93
Mark-up - Suez	10%	\$ 292,595.13
Mark-up - Subcontractor	5%	\$ 6,502.93
Small Tools	0.5%	\$ 23,365.35
Bond	1%	\$ 46,964.35
Contingency		\$ 400,000.00
<b>Total This Change Order</b>		<b>\$ 5,143,400.00</b>

Comments:













## 2 Scope of Supply

### 2.1 Scope of Supply by SUEZ

#### 2.1.1 Scope of Supply by SUEZ – Phase 1

Membrane Basins: Refer to PI-09			supply by	
Equipment	Tag #	Qty	SUEZ	Others
ZeeWeed membrane cassette mounting assemblies, beam design type	N/A	lot	√	
ZeeWeed membrane cassette frames	N/A	10	√	
ZeeWeed 500d membrane modules	N/A	520	√	
permeate collection headers (12") (316SS)	N/A	2	√	
permeate header cassette isolation valves	HV-353xA, 363xA	10	√	
cassette – permeate header connection hardware incl. camlock connectors, hoses & clamps	N/A	lot	√	
membrane air scour headers (304SS) (8") – header will include a 12x8 reducer and 12" tie point	N/A	2	√	
air header cassette isolation valves	HV-353xB, 363xB	10	√	
cassette – air header connection hardware incl. camlock connectors, hoses & clamps	N/A	lot	√	
316SS fasteners for SUEZ supplied header piping (excludes fasteners at points where piping connects to piping that will be supplied by others)	N/A	lot	√	
membrane tank level switch high	LSH-3512,3612	2	√	
membrane tank level switch low	LSL-3512,3612	2	√	
membrane tank level transmitter	LIT-3511,3611	2	√	
permeate/backpulse pressure transmitter	PIT-3542,3642	2	√	
vacuum ejector assembly <sup>Note 1</sup>	N/A	2	√	
air supply assembly <sup>Note 1</sup>	N/A	2	√	
cassette lifting module	N/A	1	√	
membrane air scour flow control valve	FV-3521,3621	2	√	
membrane air scour flow meter and flow conditioner	FE/M-3522,3622	2	√	
membrane tank drain valve	HV-3511,3611	2		√
membrane tank influent gate	G-3501, 3601	2		√

**Note 1:** The Ejector Assembly and Air Supply Assembly are shipped as separate, assembled units for installation by Others.

Permeate Pumps: Refer to PI-10			Supply by	
Equipment	Tag #	Qty	SUEZ	Others
citric acid solution injection valves	CV-5145,5146	2	√	
	HV-5145,5156	2		
sodium hypochlorite solution injection valves	CV-5055,5056	2	√	
	HV-5055,5056	2		
permeate pump suction flow valve	FV-3571,3671	2	√	
permeate pump suction isolation valve	HV-3572,3672	2	√	
permeate pump suction pressure gauge	PI-3581A,3681A	2	√	
permeate pump suction pressure gauge isolation valve	HV-3581A,3681A	2	√	
permeate pump suction pressure switch high	PSH-3581A,3681A	2	√	
permeate pump	P-3581,3681	2	√	
permeate pump VFDs	N/A	2		√
permeate pump discharge pressure switch high	PSH-3581B,3681B	2	√	
permeate pump discharge pressure gauge isolation valve	HV-3581B,3681B	2	√	
permeate pump discharge pressure gauge	PI-3581B,3681B	2	√	
permeate pump discharge isolation valve	HV-3591,3691	2	√	
permeate isolation valve	HV-3592, 3692	2	√	
permeate pump drain valve	HV-3594,3694	2	√	
permeate flow transmitter	M-3592,3692	2	√	
permeate turbidimeter panel, HACH TU5300sc with auto cleaning module + SC4500 2 channel - Analyzer/Transmitter Note 1	AE3593, 3693 AIT 3593	2, 1	√	
shelf spare permeate pump	n/a	1	√	

**Note 1:** Turbidimeter panels are shipped as separate, assembled units for installation by Others. One SC4500 is included per pair of TU5x00sc instruments.

### 2.1.2 Scope of Supply by SUEZ – Phase 2

Membrane Basins: Refer to PI-09			supply by	
Equipment	Tag #	Qty	SUEZ	Others
ZeeWeed membrane cassette mounting assemblies	N/A	lot	√	
ZeeWeed membrane cassette frames	N/A	10	√	
ZeeWeed 500d membrane modules	N/A	520	√	



Membrane Basins: Refer to PI-09			supply by	
Equipment	Tag #	Qty	SUEZ	Others
permeate collection headers (12") (316SS)	N/A	2	√	
permeate header cassette isolation valves	HV-333xA, 343xA	10	√	
cassette – permeate header connection hardware incl. camlock connectors, hoses & clamps	N/A	lot	√	
membrane air scour headers (304SS) (8") – header will include a 12x8 reducer and 12" tie point	N/A	2	√	
air header cassette isolation valves	HV-333xB, 343xB	10	√	
cassette – air header connection hardware incl. camlock connectors, hoses & clamps	N/A	lot	√	
316SS fasteners for SUEZ supplied header piping (excludes fasteners at points where piping connects to piping that will be supplied by others)	N/A	lot	√	
vacuum ejector assembly <sup>Note 1</sup>	N/A	2	√	
air supply assembly <sup>Note 1</sup>	N/A	2	√	

**Note 1:** The Ejector Assembly and Air Supply Assembly are shipped as separate, assembled units for installation by Others.

### 2.1.1 Scope of Supply by SUEZ – Phase 3

Membrane Basins: Refer to PI-09			supply by	
Equipment	Tag #	Qty	SUEZ	Others
ZeeWeed membrane cassette mounting assemblies	N/A	lot	√	
ZeeWeed membrane cassette frames	N/A	4	√	
ZeeWeed 500d membrane modules	N/A	208	√	
permeate collection headers (12") (316SS)	N/A	2	√	
permeate header cassette isolation valves	HV-313xA	4	√	
cassette – permeate header connection hardware incl. camlock connectors, hoses & clamps	N/A	lot	√	
membrane air scour headers (304SS) (8") – header will include a 12x8 reducer and 12" tie point	N/A	2	√	
air header cassette isolation valves	HV-313xB	4	√	
cassette – air header connection hardware incl. camlock connectors, hoses & clamps	N/A	lot	√	
316SS fasteners for SUEZ supplied header piping (excludes fasteners at points where	N/A	lot	√	

Membrane Basins: Refer to PI-09			supply by	
Equipment	Tag #	Qty	SUEZ	Others
pipings connects to piping that will be supplied by others)				
vacuum ejector assembly <sup>Note 1</sup>	N/A	2	√	
air supply assembly <sup>Note 1</sup>	N/A	2	√	

**Note 1:** The Ejector Assembly and Air Supply Assembly are shipped as separate, assembled units for installation by Others.

### 2.1.2 Scope of Supply by SUEZ – General

General	
Included	Seismic anchorage calculations (supply and installation by Others)
Included	Equipment general arrangement drawings for SUEZ supplied equipment
Included	Control Narrative for SUEZ supplied equipment
Included	Operating & maintenance manuals
Included	<u>Installation, Commissioning, Start-up and Training Services</u> <ul style="list-style-type: none"> <li>55 days support over 5 site visits from SUEZ field-service personnel for installation technical assistance, commissioning, plant start-up and operator training</li> </ul>
Included	<u>SUEZ Equipment Controls Integration</u> <ul style="list-style-type: none"> <li>10 days support (in addition to those listed in line item above) from SUEZ field-service personnel for assistance in the integration of SUEZ controls with overall plant controls. Site visits included in line item above.</li> </ul>
Included	<u>Aftermarket Services</u> <ul style="list-style-type: none"> <li>Process Analyst Service – 1 year, includes access to InSight – Asset Performance Management Platform</li> <li>24/7 Emergency Phone Support – 1 year</li> </ul>
Included	<u>Warranties</u> <ul style="list-style-type: none"> <li>Equipment mechanical warranty - 1 year or 18 months from shipment</li> <li>Membrane warranty – 15-year (5-year full replacement plus 10 year prorated)</li> </ul> Please refer to <b>Section 3 - Warranties</b> for a full description of the warranties included in SUEZ's offer

### 2.1.3 General Scope Notes

- VFDs for SUEZ supplied permeate pumps by Others
- SUEZ assumes the following equipment from each of Trains 1,2,3 and 4 will be reused:
  - Membrane tank gate valve, drain valve
  - Membrane tank level switches and transmitter

- Permeate header drain valve
- Permeate pressure transmitter
- Air Scour flow control valve and transmitter
- Permeate pump with associated isolation valves and instrumentation
- Permeate turbidimeter
- SUEZ assumes the following balance of plant equipment is adequately sized and will therefore be reused (preliminary review has not highlighted any areas of concern):
  - RAS pumps (PI-08)
  - Membrane air scour blowers (PI-11)
  - Compressed air system (PI-10A)
  - Membrane Cleaning Chemical Dosing Equipment (PI-12)
- Electrical and Controls Scope: SUEZ assumes the following is by Others:
  - All electrical wiring and control panels (if required) for trains 5 & 6
  - All programming and integration of trains 5 & 6.
  - All electrical wiring and controls for trains 1 to 4, as required
  - All programming and integration of train 1 to 4.

## 2.2 Scope of Supply by Others

SUEZ has provided a detailed list of the equipment and services to be provided. All equipment or services not specified in the scope of supply by SUEZ are to be provided by others. Supply by installation contractor or others includes but is not limited to:

### General Scope

- Overall plant design.
- Hazardous area classification - Unless stated otherwise, the equipment & instrumentation quoted is to be installed in a NFPA 820 non-classified area.
- Stamping, signing or sealing of general drawings as per Federal, Provincial or local regulations or codes, where required
- All required permits and permissions including but not limited to: civil works, mechanical and electrical works, environmental permits or other permits to allow operation.

### Civil Scope – Design, Supply, and Installation of:

- Provision of main plant structures including - existing tank modifications, buildings, equipment foundation pads, concrete work, etc.
- Equipment access platforms, walkways, stairs, safety tie off points, handrails, grating, ladders, full floor coverage equipment contact pads, etc.

- Membrane tank covers, walkways, stairs, safety tie off points, handrails, grating, ladders, as required, etc.
- Isolation gates between structures, as needed
- Overhead traveling beam crane above the membrane tanks for installation and removal of the membrane cassettes (10,000 lbs capacity)

**Mechanical Scope – Design, Supply, and Installation of:**

- Supply and installation of anchor bolts, brackets and fasteners for SUEZ supplied equipment.
- Weather protection as required for all SUEZ supplied equipment. Equipment and electrical panels are designed for indoor operation and will need shelter from the elements. Includes heat tracing, insulation, sunshades, etc., of equipment and instrumentation
- Piping interfaces including, but not limited to:
- Installation of supplied permeate and air header pipes that run the length of the membrane tanks, to the end of the membrane gallery. Supply and installation of pipe supports and hangers for this piping. Pipe supports under the SUEZ-supplied headers on each train are to be provided by others.
- Design, supply and installation of process and utilities piping, pipe supports, hangers, valves, etc., to and from SUEZ supplied equipment.
- Temporary piping systems required for the start-up and commissioning of the SUEZ equipment. Typically, the provision of a re-circulation loop between the permeate header and the tank inlet channel/pipe is required for the start-up of the SUEZ system to allow for testing prior delivery of water the distribution system.
- Any heat tracing, insulation and cladding on any piping systems as required.

**Electrical – Design, Supply, and Installation of:**

- Panel boards, transformers, and other equipment as necessary to provide power distribution and control for all SUEZ supplied membrane system equipment.
  - Variable frequency drives for SUEZ supplied equipment.
  - All power distribution and instrumentation interconnecting wiring, optical fibers, conduit and appurtenances, as follows.
    - Power connections as needed from the owner supplied MCC/VFDs to SUEZ supplied equipment.
    - Connections as needed between the various SUEZ supplied field-mounted instruments and valve actuators to the plant control panel.
- The electrical installation should meet the requirements of best practice guidelines which include standards for facility grounding, lightning protection, transient control, single-point grounding, load-balancing and management of harmonics.
- Control of equipment supplied by SUEZ.

### Start-up and Commissioning

- Unloading of delivered equipment and membranes at the defined point of destination including receiving, sign-off and safe storage of equipment at site until ready for installation.
- Storage of membrane cassettes, if required. SUEZ will provide storage specifications.
- Installation of all SUEZ supplied equipment and membranes.
- Mechanical and electrical support labor for commissioning activities
- Installation & removal of suitable temporary screens (if required) on all process lines entering the membrane basins to prevent foreign construction related debris from coming in contact with the membranes.
- Raw materials, chemicals and utilities during equipment start-up and operation including a supply of raw water feed that meets all design parameters for the successful commissioning of the membrane equipment.
- Supply and installation of all required oil and lubricants for equipment start-up and initial operation per the manufacturer's specifications.
- Replacement of lubricants in all drives and intermediate drives of mechanical equipment after initial break-in of the equipment
- Flushing of all piping and membrane tanks and verification of removal of all residual debris from construction.
- Laboratory services, operating and maintenance personnel during equipment checkout, start-up and operation.
- Temporary piping/hosing may be required for the commissioning of the plant before effluent distribution is authorized.
- Contractor checklists are required complete prior to commissioning.
- Continuity checks for all electrical field wiring per installation checklist.
- Hydro-testing of all field installed piping.
- Supply and installation of a suitable secure remote internet connection for 24/7 emergency telephone technical service.
- Alignment of rotating equipment
- Any on-site touch-up primer or painting of equipment supplied by SUEZ
- Disposal of initial start-up wastewater and associated chemicals
- Energy/power measurement and equipment for startup, acceptance and confirmation testing.
- Provide trailers/offices and washroom facilities for the SUEZ site personnel and its representatives.



## 3 Warranties

### 3.1 Introduction

The seller offers a comprehensive three-part warranty for the Lovely Hills Upgrade Project as follows:

- **Mechanical Warranty:** seller will repair or replace any device or part thereof that was supplied by the seller that proves to be defective. This warranty excludes the membrane modules.
- **Membrane Warranty:** This warranty provides protection and assurances to the buyer/owner with respect to the membrane modules.
- **Performance Test:** This warranty provides protection and assurances to the buyer/owner with respect to the ability of the seller's system to meet the established performance criteria.

The start date for all warranties is upon substantial completion or six (6) months from equipment shipment, whichever occurs first. Substantial completion is defined as when the buyer/owner makes beneficial use of the equipment supplied by the seller.

### 3.2 Mechanical Warranty

#### Material and Workmanship Warranty

The mechanical warranty is only applicable to equipment supplied by the seller. Seller's obligation under this warranty is to the repair or replace, at its factory, of any device or part thereof, which shall prove to have been thus defective. The mechanical warranty period on all equipment supplied, unless otherwise noted, is twelve (12) months from the date of substantial completion or eighteen (18) months from equipment shipment, whichever occurs first. Warranty repair, replacement or re-performance by seller shall not extend or renew the applicable warranty period.

Seller assumes no liability for any damage to equipment caused by inadequate storage or handling per manufacturer's recommendations in supplied technical literature, or by defective or sub-standard workmanship or materials provided by the buyer/owner or any other third party responsible for handling, storing or installing the equipment.

The buyer/owner undertakes to give immediate notice to seller if goods or performance appear defective and to provide seller with reasonable opportunity to make inspections and tests. If seller is not at fault, the buyer/owner shall pay seller the costs and expenses of the inspections and tests.

Goods shall not be returned to seller without seller's permission. Seller will provide buyer/owner with a "return goods authorization" (RGA) number to use for returned goods. All returns are F.C.A. – Oakville, Ontario, Canada. All costs associated with the removal and shipment of the defective part from the buyer/owner's facility to the seller's factory and all costs related to return shipment to the buyer/owner's facility and installation of a repaired or replacement part shall be the buyer/owner's responsibility.

Implied warranties, including but not limited to warranties of fitness for particular purpose, use or application, and all other obligations or liabilities on the part of the seller, unless such warranties, obligations or liabilities are expressly agreed to in writing by seller, are null and void.

### 3.3 Membrane Warranty

A fifteen (15) year prorated warranty is offered on the membrane modules with the first sixty (60) months offered as a full replacement warranty and the remaining one hundred twenty (120) months as a prorated warranty. Refer to **Appendix A – ZeeWeed Membrane Module Prorated Warranty** for a detailed description of the membrane warranty offered.

#### 3.3.1 Warranty Provisions

In addition to the membrane warranty limitations as defined in Appendix A, the membrane warranty is subject to the following provisions:

- the equipment is operated and maintained at all times in accordance with the seller's operations and maintenance manual,
- the equipment is operated within the mixed liquor characteristics defined in table 1 of this section; any value above or below the ranges stated may not automatically invalidate the membrane warranty but rather they would impact the system performance;
- seller has, until performance of its obligation herein is met, reasonable access to the equipment and the operational data relating thereto,
- the buyer/owner furnishes adequate and competent operating, supervisory and maintenance staff, and necessary laboratory facilities with test equipment and personnel,
- the buyer/owner utilizes the services of seller until its performance obligations are met
- the buyer/owner supplies all necessary raw materials and services of a quantity and of a quality specified by the Seller,
- an adequate and continuous power supply is available that will enable operation of all required equipment,
- the following pre-treatment guidelines are followed:
  - **fats, oil and grease (FOG)** – FOG concentration shall not exceed 150 mg/L of emulsified FOG in the feed with no free oil and less than 10 mg/L of mineral or non-biodegradable oil.
  - **pretreatment** - A punched hole or woven wire mesh screen with a maximum size opening of no greater than 2 mm and without possibility of bypass of any particle larger than 2 mm in all directions must be included in the headwork's. Seller must be consulted regarding the type, capacity,

and size opening of the screens. It is understood and acceptable that screening will be done using 2mm Huber drum screens.

- **process chemical additives** - The use of any chemicals added to the wastewater treatment process (e.g.: polymers, flocculants, coagulants, antifoams) that may come in contact with the ZeeWeed membranes must be approved by seller prior to use. This includes chemicals used in processes outside of the seller’s system that may be transferred to the seller’s system, such as in solids handling facilities.

**Table 1: Mixed Liquor Characteristics for Warranty Purposes**

Parameter	Design Value	Accepted Operating Range
Mixed liquor temperature (°C)	15	15 – 30
MLSS concentration in membrane tanks (mg/L) <sup>1</sup>	10,000	≤12,000
pH of mixed liquor in membrane tanks (SU)	7.0	6.5 – 7.5
Soluble cBOD <sub>5</sub> concentration in mixed liquor entering membrane tanks (mg/L)	5	≤ 5
NH <sub>3</sub> -N concentration in mixed liquor entering membrane tanks (mg/L)	0.5	≤ 1.0
Colloidal TOC (cTOC) concentration in mixed liquor entering membrane tanks (mg/L) <sup>2</sup>	7	≤ 10
Soluble alkalinity of mixed liquor entering membrane tanks (mg/L as CaCO <sub>3</sub> )	100	50 – 150
Time to filter (TTF) of mixed liquor in membrane tanks <sup>3</sup>	100	≤ 200
Material greater than 2-mm in size in mixed liquor in membrane tanks (mg/L) <sup>4</sup>	0	≤ 1
Fats, oil & grease (FOG) (mg/L)	Refer to Note 6	
Instantaneous air flow rate to independent membrane modules during air scour at diffuser (scfm per module)	1.95 (LEAPLO) 3.9 (LEAPHI)	1.7 – 4.3

**Note 1:** Membrane tank MLSS concentration of 12,000 mg/L is permissible during MDF and PHF events only. Membrane tank MLSS concentration to be up to 10,000 mg/L during all other flow conditions.

**Note 2:** Colloidal TOC (cTOC) is the difference between the TOC measured in the filtrate passing through a 1.5 µm filter paper and the TOC measured in the ZeeWeed membrane permeate.

**Note 3:** Per seller’s standard Time to Filter (TTF) procedure (available upon request).

**Note 4:** Per seller’s standard sieve test procedure (available upon request).

**Note 5:** Chemicals that are not compatible with the ZeeWeed PVDF membrane are not permitted in the membrane tank.

**Note 6:** FOG concentration shall not exceed 150 mg/L of emulsified FOG in the feed with no free oil and less than 10 mg/L of mineral or non-biodegradable oil.

### 3.3.2 Membrane Performance

Seller warrants, subject to the provisions set forth above, that after stable operation of the seller’s system has been attained and operators have acquired reasonable skills, the membrane modules supplied for this project will be capable of producing the results set forth in table 2.

**Table 2: Guaranteed Membrane Filtration System Performance**

Parameter	Guaranteed Values
<b>Membrane Filtration System Hydraulic Capacity</b>	
Average day flow, ADF, with all trains in service (MGD) <sup>1</sup>	≤ 6.0
Average day flow with one membrane train out of service (N-1) (MGD) <sup>1</sup>	≤ 6.0
Peak hour flow, PHF, with all trains in service (gpm) <sup>1</sup>	≤ 8,854
<b>Membrane Filtration System Permeate Quality<sup>3</sup></b>	
TSS (mg/L)	≤ 2
Turbidity (NTU)	≤ 0.2 95% of the time ≤ 0.5 100% of the time
Silt density index (SDI) <sup>2</sup>	≤3

- The flow conditions are defined as follows:
  - Average Day Flow (ADF)* – The average flow rate occurring over a 24-hour period based on annual flow rate data.
  - Peak Hour Flow (PHF)* – The maximum flow rate sustained over a 2-hour period based on annual flow rate data.
- Guaranteed values are for SDI15 as measured on the permeate for each train and are contingent upon proper maintenance of the UF membrane system. The SDI is to be measured according to the ASTM standard test method (ASTM D 4189-07). The guarantee for this parameter is based on a 30-day running average.
- All permeate quality parameters are applicable to each train individually.

### 3.3.3 Performance Test

Performance of the membrane system will be demonstrated by two (2) seven (7) day performance tests, delivered as follows:

- The first performance test will be performed after the startup of the Phase 1 installation. This test will demonstrate the capacity of the two new membrane trains to provide confidence to the owner of the new system, so that they can confidently take two of the existing trains out of operation to begin the next phase of the retrofit.

The test will run the two SUEZ membrane trains at up to their average day capacity of 1.75MGD each, provided that this flow is available to the plant. At the completion of this test, a brief report will be provided to summarize and validate the performance such that work can begin on the next Phase.

2. The second performance test will be performed at the completion of Phase 3, to demonstrate the complete operation and capacity of the full system. Each train will be run at the average day (ADF) design condition for a set duration to demonstrate capacity, and the remaining time will allow the system to run in automated flow control, demonstrating reliable plant operation.

Each seven (7) day performance test is to be carried out to demonstrate the ability of the seller's system to meet the performance warranty requirements. Within thirty (30) days of installation of the membrane modules, the buyer/owner shall start-up the Equipment. Thereafter, the buyer/owner shall use its reasonable best efforts to maintain continuous and stable operation of the system until the seller's obligation under this performance guarantee has been discharged. The buyer/owner shall notify the Seller that the system is ready for the performance test or notify why the system is not ready and the party responsible for the lack of readiness shall promptly take the appropriate remedial action.

The buyer/owner shall afford the seller full access to the system and to all operating data pertaining to system performance until discharge of the latter's obligations hereunder. The performance test shall be conducted by the buyer/owner in accordance with a mutually agreeable test protocol and applicable standard techniques and operating procedures specified by seller in the operations and maintenance manual.

The performance warranty values are based on a minimum of four (4) 24-hour composite samples collected at regular intervals with testing performed to applicable industry-approved standards. On-line instrumentation provided and grab sample testing performed is included as indications of the performance of the plant and to assist in the proper operation and control of the system. These results may include values beyond the stated warranty values (during process upsets or if instrument poorly/not calibrated, etc.) and additional composite testing as above must be performed to establish that the plant is not meeting performance requirements. All analytical work shall be carried out by the buyer/owner.

During the performance test, the MBR system operation should be according to the seller's operations and maintenance manual and the operating parameters specified in this section.

In the event of an interruption during the performance test due to any of the following events, the test shall be extended by the period of the interruption plus the time required to re-attain operating conditions in effect at the time of the interruption and data recorded during that period shall not be included:

- 1) power interruption in excess of sixty (60) minutes per day.
- 2) mechanical failure of the system.
- 3) any influent or operating parameter outside the accepted operating ranges defined in this section.

If during the execution of the performance test the wastewater flow and/or load into the plant are outside the specified acceptable operating ranges in this document, the seller will modify the test protocol within reason to mimic the design condition. The seller is not responsible for any limitations on the performance test protocol or results due to wastewater flow and/or load that is outside of the specified acceptable operating ranges.

When seller is of the opinion (based on the results obtained at the completion of the performance test), that the system has fulfilled the performance guarantees herein contained, it shall give written notice to the buyer/owner to that effect. Within two (2) weeks immediately following receipt of such notice, the buyer/owner shall notify the seller in writing that it accepts the system, or that it does not accept the system, in which latter case the buyer/owner shall state the specific reason for non-acceptance. In the absence of such reply from the buyer/owner within the two (2) week period, the system shall be deemed to have been accepted and the seller's obligation under this performance warranty shall be discharged.

If, after the system has been operated pursuant to the conditions hereinabove set forth, it becomes reasonably apparent, based on the results obtained at the completion of the performance test, that the system performance is short of the guaranteed performance, then additional performance tests of the system shall be conducted by the buyer/owner whenever seller shall reasonably request. In such event, seller shall be responsible to undertake all necessary reasonable corrective measures in an effort, consistent with commercial and technical reasonableness, to bring the system up to the guaranteed performance levels.

If for any reason outside seller's control, the performance test cannot be completed within sixty (60) days after installation of the membrane modules, OR EIGHTEEN MONTHS FROM SHIPMENT or if any changes are made to the system without the seller's written consent that would affect the seller's ability to meet this performance warranty, then all obligations to the buyer/owner under this performance warranty will be deemed fulfilled.

Once the performance test has been satisfactorily completed, mechanical and membrane warranty provisions shall apply.

### 3.3.4 Membrane Module Replacement Price (MMRP)

The price of replacement ZeeWeed 500 membrane modules for this project is \$1450 USD per module. Seller will guarantee this price for twenty (20) years subject to adjustment for inflation according to the US BLS Consumer Price Index + 1.0% or a maximum equivalent price per gallon of treatment capacity in the event that the module area/permeability etc. changes such that the same amount of feed water can be treated with fewer modules of the next generation design.

The membrane replacement price quoted refers to the Owner purchasing membranes under the following two scenarios:

- Replacement of membrane modules due to violation of the membrane warranty and therefore not covered by the proposed pro-rated membrane warranty
- New or additional membrane modules to increase hydraulic capacity within the existing proposed membrane tanks



## Water Technologies & Solutions

Under the first scenario, membrane modules replaced due to warranty violation shall assume the remainder of the originally proposed membrane warranty duration, or a standard (2) year full replacement warranty, whichever is greater.

Under the second scenario, new or additional membrane modules purchased to increase the plant's flow capacity within the existing proposed membrane tanks shall assume a standard two (2) year full replacement warranty.

Membrane module replacement price includes bagging, boxing, crating, and will be shipped based on INCOTERMS 2020, **FCA SUEZ Manufacturing Facility**. Membrane module replacement price is quoted without taxes.



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Quote #	P/S Pricing	Rep	SP	FOB	Norco, Ca.
Description	Qty	U/M	Cost	Total	
HDG SUPPORT ESTIMATE (6) SUPPORT #253- MBR TANKS (12) SUPPORT #254 (2) 12" ADJ W/UBOLT W/ANCHORS (5) 20" ADJ W/UBOLT W/ANCHORS (2) 304SS FLANGE SUPPORT(RACK) WITH ANCHORS **144-5/8 X 9" ANCHOR RODS (288)NUTS/WASHERS EPOXY**	1	ea	77,895.00	77,895.00T	
ADDED 12/14/2021 (FOR) (6) SUPPORT #253- MBR TANKS (rework) CUT EXISTING PLATES PROVIDE NEW 3/4 X 10 X 10 GALVANIZED / WELDED BACK TO SUPPORTS Sales Tax Riverside 2017	1	ea	1,600.00	1,600.00T	
			7.75%	6,160.86	
			<b>Total</b>	\$85,655.86	



Chemline Plastics Limited  
55 Guardsman Road

Item 9.

Phone: 905-889-7890  
Fax :

Thornhill  
ON, CA, L3T 6L2

Sold To: W.M. Lyles Co.  
715 W 4th Street  
  
Beaumont  
CA 92223 US

Ship To: W.M. Lyles Co.  
715 W 4th Street  
  
Beaumont  
CA 92223 US

Order No. : 00020680  
Order Date: Dec07/21

Cust.	Ship Via	Cancel Date	Terms	Tax Lic. 1	Tax Lic. 2	Freight Terms	Page
WMLTEL	CHEMLINE		NONE @THIS TIME			PCharge	1
Date Printed	Store	Department	Salesrep	Customer PO			
Dec13/21 11:47:40			MICHAEL MCLENNAN	Q21-8133			
Product Code	Order	SKU	Description	Net Price	Per	Extension	Expected Ship Date
US FUNDS							
DUTY AND BROKERAGE PP AND CHARGE							
5594877915							
21A010VC	2	EA	1 PVC TYPE 21 TU BALL VALVE VITON SEALS, COMBO ENDS COMPLETE WITH	37.96	EA	75.92	Dec31/21
21010-ERS20.12	2	EA	ERS20 ACT 115 -230VAC - REVERS MTG FOR 1 TYPE 21 VALVE (230PSI)	379.20	EA	758.40	Dec31/21
21A010VC	2	EA	1 PVC TYPE 21 TU BALL VALVE VITON SEALS, COMBO ENDS COMPLETE WITH	37.96	EA	75.92	Dec31/21
VENT HOLE	2	EA	OFF-GASSING HOLE DRILLED INTO BALL i.e. SODIUM HYPO SERVICE COMPLETE WITH	22.00	EA	44.00	Dec31/21
21010-ERS20.12	2	EA	ERS20 ACT 115 -230VAC - REVERS MTG FOR 1 TYPE 21 VALVE (230PSI) DUTY & BROKERAGE	379.20	EA	758.40	Dec31/21
						78.37	
Subtotal						1791.01	
* ORDER CONFIRMATION * Total						1791.01	
U.S. FUNDS							

<b>Deliver To:</b> <b>From:</b> John Jacoste <b>Comments:</b>	Item 9.
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FERGUSON WATERWORKS #1083  
Price Quotation  
Phone: 951-674-1323  
Fax: 951-674-1084

**Bid No:** B415190  
**Bid Date:** 12/14/21  
**Quoted By:** JPB

**Cust Phone:** 559-487-7915  
**Terms:** NET 10TH PROX

**Customer:** WM LYLES CO  
551173-BEAUMONT WW TRTMT  
PO BOX 28130  
FRESNO, CA 93729

**Ship To:** WM LYLES CO  
551173-BEAUMONT WW TRTMT  
PO BOX 28130  
FRESNO, CA 93729

**Cust PO#:**

**Job Name:** 55.1173-BEAUMONT WW TRTMT

Item	Description	Quantity	Net Price	UM	Total
SS6BNS20	20 SS 316 N&B SET	26	571.428	EA	14857.13
SP-T1LGF8G3000/20	20 150# FF GSKT 1/8 GRLK 3000 NA	26	128.960	EA	3352.96
VL200741GE0-NR	20 GALV GRV FLG ADPT E GSKT 741	16	5200.130	EA	83202.08
V20016348529-NR	12 316 SS 77S FLEX GRV COUP	2	3664.170	EA	7328.34
CP80PG	1X20 CPVC S80 PIPE	760	440.260	C	3345.98
PF34255	1 POLY CTS 2H PIPE CLMP	150	25.180	EA	3777.00
CP80SCG	1 CPVC S80 SXS COUP	75	9.360	EA	702.00
CP80S4G	1 CPVC S80 SXS 45 ELL	8	13.220	EA	105.76
CP80S9G	1 CPVC S80 SXS 90 ELL	60	9.540	EA	572.40

**Net Total:** \$117243.65  
**Tax:** \$9789.85  
**Freight:** \$0.00  
**Total:** \$127033.50

Item Code	Description	Notice
CP80PG	1X20 CPVC S80 PIPE	⚠ WARNING: Cancer and Reproductive Harm - www.P65warnings.ca.gov
PF34255	1 POLY CTS 2H PIPE CLMP	⚠ WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov
CP80SCG	1 CPVC S80 SXS COUP	⚠ WARNING: Cancer and Reproductive Harm - www.P65warnings.ca.gov
CP80S4G	1 CPVC S80 SXS 45 ELL	⚠ WARNING: Cancer and Reproductive Harm - www.P65warnings.ca.gov
CP80S9G	1 CPVC S80 SXS 90 ELL	⚠ WARNING: Cancer and Reproductive Harm - www.P65warnings.ca.gov



**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1083&on=25463>

Fax: 951-674-1084

16:48:30 DEC 14 2021

**Reference No:** B415190

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>  
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.  
WATER FLOW RATE NOTICE: Lavatory Faucets with flow rates over 0.5 GPM are not allowed for 'public use' in California.



**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to  
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1083&on=25463>



Southern Contracting Company  
 P.O. Box 445 San Marcos, CA 92079-0445  
 Tel 760-744-0760 Fax 760-744-6475  
 website: www.southerncontracting.com  
 email: info@southerncontracting.com

## Change Order Request

**103801 — Wastewater Treatment Plant Salt Mitigation Upgrade**

**COR Subject: MBR Canges as well as add MBR 5 & 6**

**To**                    **Juan C. Ahumada**  
**W.M. Lyles**  
**42142 Roick Drive**  
**Temecula, CA 92590**  
**951-973-7393**

**Contract No: 55.1173**  
**COR Number: 103801-COR#034**  
**COR Revision Number: 0**  
 COR Date: 12/14/2021  
 Work Type: Price / Do Not Proceed  
 Days Valid: **5**

**Return To**        **Dan Alcantar**  
**Southern Contracting Company**  
**760-744-0760x621**  
**619-778-0681**  
**DAIcantar@southerncontracting.com**

### Scope Of Work / Time Extension Request

The work associated with the MBR changes to 1-4 and the addition of MBR 5 & 6 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 \$128,058.62

Scope of Work is as follows:

- Provide and install new wall mounted VFD for MBR 6 . Provide and Install 100 amp trip Breaker in SWBD DP. Provide and install cable tray cable where applicable. Provide and install all Conduit, wire and Supports to connect power and controls to NEW MBR train filters 5 and 6 Pumps and instrumentation. Remove and replace instrumentation, FCV's, and actuators on piping for MBR tanks 1 through 4 ( locations of the instruments, FCV's and actuators are to be within reach of the existing conduit and wire for 1 thru 4. Modifications to LCP-5031 and 5121 for chemical injection functionality of MBR tank 6. Hand stations for tank 5 and 6.

Long Lead Items:

VFD MBR 6 - 18 to 20 weeks

Exclusions: Extensions for existing Installation of inline instrumentation, Installation of UV Equipment, Set up of network and SCADA updates, programming, concrete, concrete pads, dry pack, digging, backfill, surface restoration, Overtime.

Change in time: 5 weeks after MBR 5 and 6 are mechanically complete.

Southern Contracting reserves all rights to additional costs and time for changes not identified in the documents

furnished, and 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.

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**Summary**

**Total: \$128,058.62**

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**Reservation of Rights**

This COR does not include any amount for impacts such as interference, disruptions, rescheduling, changes in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items.

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**Signed By:**



**Daniel Alcantar  
PM**

**Dated: 12/14/2021**

# Bid Summary Report

Item 9.

**BEAUMONT MBR MODIFICATIONS** Estimator: Philip Waterman

**Job #3726**

**Job Name:** BEAUMONT MBR MODIFICATIONS

**Contractor:**

**Estimator:** Philip Waterman

**Notes:**

**Bid Date:**

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
BID MBR Changes	\$21,593.19	100.00%	\$21,593.19	402.39	100.00%	402.39

### Top Sheet

Raw Cost	\$107,826.89	Sales per Month	\$0.00
Tax	\$3,528.43	Return per Month	\$0.00
Raw Cost with Tax	\$111,355.32	Price per Square Foot	\$0.00
Overhead	\$0.00	Hours per Square Foot	0.00
Profit	\$16,703.30	Square Feet	0.00
Total Return Amount	\$16,703.30	Job Months	0.00
Total Return %	13.04%	Hours per Week	40.00
Price	\$128,058.62	Workers per Day	0.00
Bond	\$0.00	Total Hours	402.39
Sell Price	<b>\$128,058.62</b>	Markup Sales Tax (Overhead)	Yes
Adjusted Sell ( )	\$0.00	Markup Sales Tax (Profit)	Yes
Adjusted Sell Return 0.00 %	\$0.00	Use Bond Table	No

### Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden		Labor Cost
				Rate	Percent	
General Foreman	20.00%	80.48	\$105.53	\$0.00	0.00%	\$8,492.94
Electrician	100.00%	402.39	\$90.43	\$0.00	0.00%	\$36,388.56
<b>Totals</b>	<b>120.00%</b>	<b>482.87</b>	<b>\$92.95</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$44,881.50</b>

### Mark Ups

	OVERHEAD			PROFIT			
	Total	%	Amount	%	Amount		
Materials	\$21,593.19	+	0.00%	\$21,593.19	+	15.00%	\$24,832.16
Labor	\$44,881.50	+	0.00%	\$44,881.50	+	15.00%	\$51,613.72
Supplier Quotes	\$34,512.00	+	0.00%	\$34,512.00	+	15.00%	\$39,688.80
SubContractors	\$0.00	+	0.00%	\$0.00	+	5.00%	\$0.00

## Bid Summary Report

Item 9.

**BEAUMONT MBR MODIFICATIONS** Estimator: Philip Waterman

**Job #3726**

Direct Job Expense	\$5,153.00	+	0.00%	\$5,153.00	+	15.00%	\$5,925.95
Equipment Rental	\$1,687.20	+	0.00%	\$1,687.20	+	15.00%	\$1,940.28
<b>Totals</b>	<b>\$107,826.89</b>		<b>0.00%</b>	<b>\$107,826.89</b>		<b>15.00%</b>	<b>\$124,000.92</b>

### Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	\$21,593.19	7.75%	\$1,673.47
Labor	\$44,881.50	0.00%	\$0.00
Supplier Quotes	\$23,935.00	7.75%	\$1,854.96
SubContractors	\$0.00	7.75%	\$0.00
Direct Job Expense	\$0.00	7.75%	\$0.00
Equipment Rental	\$0.00	7.75%	\$0.00
<b>Total Tax:</b>			<b>\$3,528.43</b>

### Supplier Quotes

Name	Supplier	Tax (7.8 %)	Unit Cost	Multiplier	Amount
Switchgear	plug	Yes	\$23,935.00	1.00	\$23,935.00
NETA Breaker Testing	plug	No	\$2,500.00	1.00	\$2,500.00
LCP Panel Mods	TSI	No	\$8,077.00	1.00	\$8,077.00
<b>Total:</b>					<b>\$34,512.00</b>

### Direct Job Expense

Name	Supplier	Tax (7.8 %)	Unit Cost	Multiplier	Amount
Telephone	per month	No	\$125.00	1.00	\$125.00
Office Trailer	per month	No	\$100.00	0.00	\$0.00
-delivery charge	each	No	\$250.00	0.00	\$0.00
Storage Trailer	per month	No	\$100.00	0.00	\$0.00
-delivery charge	each	No	\$250.00	0.00	\$0.00
Trash Dumpster (40Y)	per month	No	\$40.00	0.00	\$0.00
-haul off (8 tons)	each	No	\$350.00	0.00	\$0.00
Port. Toilet / Water	per month	No	\$125.00	0.00	\$0.00
-delivery charge	each	No	\$100.00	0.00	\$0.00
Truck	per hour	No	\$25.14	200.00	\$5,028.00
Job Truck	per hour	No	\$10.00	0.00	\$0.00
Submittals	lot	No	\$200.00	0.00	\$0.00
CPM Schedule	per hour	No	\$80.00	0.00	\$0.00
Loop Drawings	per loop	No	\$500.00	0.00	\$0.00
Seismic Calc's	each	No	\$150.00	0.00	\$0.00
Subsistence	per day	No	\$150.00	0.00	\$0.00
<b>Total:</b>					<b>\$5,153.00</b>

### Equipment Rental

Name	Supplier	Tax (7.8 %)	Unit Cost	Multiplier	Amount
Fork Lift - 6000lbs	per month	No	\$3,000.00	0.00	\$0.00

# Bid Summary Report

Item 9.

**BEAUMONT MBR MODIFICATIONS** Estimator: Philip Waterman

**Job #3726**

Scissor Lift - 16'	per month	No	\$700.00	0.00	\$0.00
Scissor Lift - 26'	per hour	No	\$29.68	40.00	\$1,187.20
Equip Move-on/off	each	No	\$250.00	2.00	\$500.00
Bobcat - 853	per month	No	\$2,100.00	0.00	\$0.00
- bobcat attachment	per month	No	\$600.00	0.00	\$0.00
15 Ton Crane	per hour	No	\$200.00	0.00	\$0.00
-crane haul	each occurrence	No	\$150.00	0.00	\$0.00
-crane crew	per hour	No	\$100.00	0.00	\$0.00
SCC Boom Truck	per hour	No	\$30.00	0.00	\$0.00
Generator - 1000KW	per hour	No	\$125.00	0.00	\$0.00
Generator - 65KW	per day	No	\$125.00	0.00	\$0.00
Light Tower	per day	No	\$100.00	0.00	\$0.00
Cat D-6 Dozer	per month	No	\$7,600.00	0.00	\$0.00
Cat 950F Loader 4yd	per month	No	\$6,000.00	0.00	\$0.00
Skip Loader	per month	No	\$1,800.00	0.00	\$0.00
Cat 307 Excavator	per month	No	\$2,160.00	0.00	\$0.00
Cat 320 Excavator	per month	No	\$5,400.00	0.00	\$0.00
Additional Bucket	per month	No	\$1,000.00	0.00	\$0.00
Sheeps Foot	per month	No	\$1,400.00	0.00	\$0.00
57" Double Vib. 7 ton	per month	No	\$3,600.00	0.00	\$0.00
84" Roller Vib. 11 ton	per month	No	\$4,680.00	0.00	\$0.00
Water Truck 2Kgal.	per month	No	\$1,800.00	0.00	\$0.00
<b>Total:</b>					<b>\$1,687.20</b>



Job Name: BEAUMONT MBR MODIFICATIONS  
 Job Number: 3726  
 Extension Name: Summary #2

Material Filter: <None>  
 Report: COR - 2

[Items and ByProducts]

Item #	Item Name	Quantity	Unit Price	U	Ext Price	Unit Labor	U	Ext Labor
Label Set: Combined, Combined, Combined, Combined, Combined, Combined								
Cost Code: 010 - Conduit/Raceway					<b>\$21,593.19</b>			<b>402.39</b>
					<u>\$10,317.64</u>			<u>141.53</u>
2,440	1/4"x1" CAPSCREW	28.00	\$6.22	C	\$1.74	17.58	C	4.92
2,455	1/4" WASHER	28.00	\$137.50	C	\$38.50	0.00	X	0.00
2,463	1/4" NUT	28.00	\$21.92	C	\$6.14	0.00	X	0.00
2,517	1/4" WEDGE ANCHOR	38.00	\$21.57	C	\$8.20	20.10	C	7.64
2,519	1/2" WEDGE ANCHOR	32.00	\$55.20	C	\$17.66	25.12	C	8.04
2,536	1 5/8 KINDORF-SLOTTED HDG	10.00	\$86.40	C	\$86.40	13.82	C	1.38
2,677	1 5/8 STRUT-STAINLESS	20.00	\$1,704.00	C	\$340.80	18.84	C	3.77
2,682	POST BASE SS (1-5/8 strut)	6.00	\$60.00	E	\$360.00	0.63	E	3.77
2,703	3/4 GRC/PVC COATED	130.00	\$498.25	C	\$647.72	10.05	C	13.06
2,704	1 GRC/PVC COATED	100.00	\$645.04	C	\$645.04	12.56	C	12.56
2,706	1 1/2 GRC/PVC COATED	50.00	\$1,024.28	C	\$512.14	18.84	C	9.42
2,718	3/4 GRC/PVC COUP	25.00	\$534.88	C	\$133.72	11.30	C	2.83
2,719	1 GRC/PVC COUP	22.00	\$695.27	C	\$152.96	12.56	C	2.76
2,721	1 1/2 GRC/PVC COUP	11.00	\$963.79	C	\$106.02	16.33	C	1.80
2,733	3/4 GRC/PVC ELBOW	6.00	\$1,905.38	C	\$114.32	69.08	C	4.14
2,734	1 GRC/PVC ELBOW	6.00	\$2,185.35	C	\$131.12	81.64	C	4.90
2,736	1 1/2 GRC/PVC ELBOW	3.00	\$3,299.51	C	\$98.99	125.60	C	3.77
2,810	3/4 GRC/PVC HUB	8.00	\$53.82	E	\$430.58	50.24	C	4.02
2,811	1 GRC/PVC HUB	8.00	\$67.26	E	\$538.08	62.80	C	5.02
2,813	1 1/2 GRC/PVC HUB	4.00	\$88.42	E	\$353.67	94.20	C	3.77
2,868	3/4 GRC/PVC LB BODY	4.00	\$53.94	E	\$215.75	81.64	C	3.27
2,893	3/4 GRC/PVC T BODY	4.00	\$70.34	E	\$281.37	125.60	C	5.02
2,965	3/4 GRC/PVC 1H STRAP	8.00	\$768.64	C	\$61.49	5.02	C	0.40
2,966	1 GRC/PVC 1H STRAP	6.00	\$792.62	C	\$47.56	5.02	C	0.30
2,990	3/4 GRC/PVC CHNL STP	26.00	\$737.20	C	\$191.67	3.77	C	0.98
2,991	1 GRC/PVC CHNL STP	20.00	\$764.60	C	\$152.92	3.77	C	0.75
2,993	1 1/2 GRC/PVC CHNL STP	10.00	\$1,038.35	C	\$103.83	5.02	C	0.50
3,017	3/4 GRC/PVC CLAMP BAK	8.00	\$1,251.60	C	\$100.13	6.28	C	0.50

Job Name: BEAUMONT MBR MODIFICATIONS  
 Job Number: 3726  
 Extension Name: Summary #2

Material Filter: <None>  
 Report: COR - 2

[Items and ByProducts]

Item #	Item Name	Quantity	Unit Price	U	Ext Price	Unit Labor	U	Ext Labor
3,018	1 GRC/PVC CLAMP BAK	6.00	\$1,631.70	C	\$97.90	7.54	C	0.45
3,876	1/2 FLEX WP	100.00	\$133.65	C	\$133.65	7.54	C	7.54
3,880	1 1/2 FLEX WP	10.00	\$450.45	C	\$45.04	25.12	C	2.51
3,977	1/2" FLEX WP OCAL STR CONN	50.00	\$52.44	E	\$2,622.00	15.07	C	7.54
3,981	1-1/2" FLEX WP OCAL STR CONN	4.00	\$133.50	E	\$534.00	37.68	C	1.51
15,802	8x6x4 N4X FG PULLBOX	1.00	\$99.32	E	\$99.32	1.38	E	1.38
15,807	12x10x6 N4X FG PULLBOX	2.00	\$93.60	E	\$187.20	1.88	E	3.77
15,808	14x12x8 N4X FG PULLBOX	4.00	\$180.00	E	\$720.00	1.88	E	7.54
	Cost Code: 020 - Wire/Cable				<u>\$7,618.46</u>			<u>210.61</u>
4	16 TSP - SHIELDED CABLE BELDEN	2,100.00	\$720.00	M	\$1,512.00	12.56	M	26.38
43	14 THHN CU STRANDED	8,000.00	\$146.88	M	\$1,175.04	6.28	M	50.24
44	12 THHN CU STRANDED	1,500.00	\$225.31	M	\$337.96	7.54	M	11.30
46	8 THHN CU STRANDED	200.00	\$592.29	M	\$118.46	12.56	M	2.51
48	4 THHN CU STRANDED	600.00	\$1,482.88	M	\$889.73	17.58	M	10.55
570	8/4 MC PVC CABLE	350.00	\$1,920.00	M	\$672.00	45.22	M	15.83
604	14/7 MC PVC CABLE	1,200.00	\$1,470.00	M	\$1,764.00	40.19	M	48.23
760	CGB -PSC FITTING	10.00	\$23.42	E	\$234.24	20.10	C	2.01
4,155	8 GA TERMINATION	4.00	\$154.00	C	\$6.16	0.31	E	1.26
4,156	6 GA TERMINATION	12.00	\$154.00	C	\$18.48	0.38	E	4.52
4,164	4/0 TERMINATION	4.00	\$210.00	C	\$8.40	1.13	E	4.52
4,174	BRASS / SS CONDUIT TAG	12.00	\$9.10	E	\$109.20	7.54	C	0.90
4,179	#14 CONTROL TERMINATON	184.00	\$4.20	E	\$772.80	0.18	E	32.35
	Cost Code: 030 - Power Distribution				<u>\$0.00</u>			<u>13.56</u>
7,816	50HP DRIVE(#3) -MCC	1.00	\$0.00	Q	\$0.00	12.56	E	12.56
60,030	EATON HFD 3P-25AMP BREAKER	1.00	\$0.00	Q	\$0.00	1.00	E	1.00
	Cost Code: 140-Instrumentation				<u>\$3,657.08</u>			<u>36.70</u>
15,918	ALUM - STANCHION, CONTROL	2.00	\$450.00	E	\$900.00	1.88	E	3.77
15,924	4'x8' 3/16" ALUM BACKPANEL	1.00	\$605.00	E	\$605.00	1.26	E	1.26
15,955	2PB ENCLOSURE, FRP-4X	4.00	\$241.20	E	\$964.80	0.75	E	3.01
15,971	3POS SELECTOR SWITCH	4.00	\$63.60	E	\$254.40	0.63	E	2.51

Job Name: BEAUMONT MBR MODIFICATIONS  
 Job Number: 3726  
 Extension Name: Summary #2

Material Filter: <None>  
 Report: COR - 2

[Items and ByProducts]

Item #	Item Name	Quantity	Unit Price	U	Ext Price	Unit Labor	U	Ext Labor
15,976	NO/NC CONTACT BLOCK	8.00	\$51.36 E	E	\$410.88	0.31 E	E	2.51
15,977	LEGEND PLATE	4.00	\$6.00 E	E	\$24.00	0.13 E	E	0.50
16,009	22-14 TERMINAL BLOCK	20.00	\$1.86 E	E	\$37.20	0.38 E	E	7.54
16,010	IDEC SPDT 24V RELAY 6MM	4.00	\$9.60 E	E	\$38.40	0.38 E	E	1.51
16,011	30AMP-250V 1P FUSE BLOCK	2.00	\$12.00 E	E	\$24.00	0.38 E	E	0.75
16,012	UTG GROUND TERMINAL	4.00	\$7.20 E	E	\$28.80	0.38 E	E	1.51
16,013	DIN RAIL - 3'	2.00	\$10.80 E	E	\$21.60	0.48 E	E	0.95
16,017	POWER SUPPLY 120VAC-24VDC 120W C	2.00	\$174.00 E	E	\$348.00	0.44 E	E	0.88
60,034	MODIFY LCP-5031 (PARTS BY TSI)	1.00	\$0.00 X	X	\$0.00	4.00 E	E	4.00
60,035	MODIFY LCP-5121 (PARTS BY TSI)	1.00	\$0.00 X	X	\$0.00	4.00 E	E	4.00
60,038	MODIFY RIO-MB (PARTS BY TSI)	1.00	\$0.00 X	X	\$0.00	2.00 E	E	2.00
<b>[Items and ByProducts] Total:</b>						<b>\$21,593.19</b>		<b>402.39</b>

**Scope Letter: 2 pages**

Technical  
Systems  
Incorporated

December 6, 2021

Quote Number: CO#13

To: Southern Contracting  
Attn: Dan Alcantar

Project: Beaumont WWTP Salt Mitigation  
Beaumont Wastewater Treatment Plant

Reference: **Chemical Feed LCP Modifications**

2303 196th Street SW  
Lynnwood, WA 98036  
Tel: (425) 775-5696  
Fax: (425) 775-9074  
info@tsicontrols.com

Bid Date: N/A

Bid Time: N/A

Technical Systems, Inc. (TSI) is pleased to provide a quote for the above referenced project. Material for this project will be shipped FOB Lynnwood WA, complete, ready for field termination by others. TSI's price includes CA sales tax and does not include the cost to bond TSI's portion of the project.

TSI's price for the scope of work detailed on the following pages:

**Change Order Proposal Pricing:****\$8,077.00****Change Scope as Follows:**

- Modify LCP-5031 and LCP-5121 As Follows
  - Add New Hand Switch, Circuit Breaker, Relays, and Terminals for FV-5056 and FV-5146, respectively
  - Install Hardware (Wiring by Others) and provide startup support
- Add Terminals and Fuses as required in RIO-MB
- Update Drawings and O&M
  - Revise LCP-5031 Drawings
  - Revise LCP-5212 Drawings
  - Revise RIO-MB Drawings
  - Update O&M

Terms: Net 30  
FOB: Lynnwood WA  
Freight: Prepaid

This quote is valid for 90 days.

Please call with any questions you may have concerning pricing or any technical questions.

Sincerely,

*Colin Dightman-Kovak*

Colin Dightman-Kovak  
Technical Systems, Inc.  
1-425-678-4116

**Scope of Work****Misc Equipment:**

Including:

1. Hardware Procurement
2. Required Testing
3. O&M, drawings updates

**GENERAL**

1. TSI supplies a bill of materials, CAD-based drawings, and Operations and Maintenance Manuals for all equipment furnished by TSI.
2. TSI supplies the required field startup services for this project.
3. Panels fabricated by TSI are UL 508 labeled.

**STANDARD INCLUSIONS**

We provide the following unless specifically excluded on our bill of material:

- 1) Equipment shipped FOB factory with freight allowed, tailgate, destination.
- 2) Field wiring diagrams showing interconnection of field instruments and instrumentation panels.
- 3) Instruction manuals as required.
- 4) All necessary field start-up and calibration of the equipment we supply.

**STANDARD EXCLUSIONS**

We do NOT include the following unless specifically included in our bill of material:

- 1) Pipe, tubing, valves or fittings between the instrument and the process.
- 2) Conduit, wire or cable not an integral part of the instrument.
- 3) Mounting brackets, stanchions, supports or mounting pads not an integral part of the instrument.
- 4) Labor to install the equipment.
- 5) The Cost, (if due to local union regulations), to have local craftsman make adjustments or wiring modifications to our equipment during start-up and calibration.
- 6) Any material or services not in our quoted sections.
- 7) This proposal is based on award of a supply purchase order and does not include any of the costs associated with bonding or subcontract administration. If bonding or a subcontract is required they can be provided for additional cost.

**SPECIFIC EXCLUSIONS**

- 1) Wiring to be done by electrician.













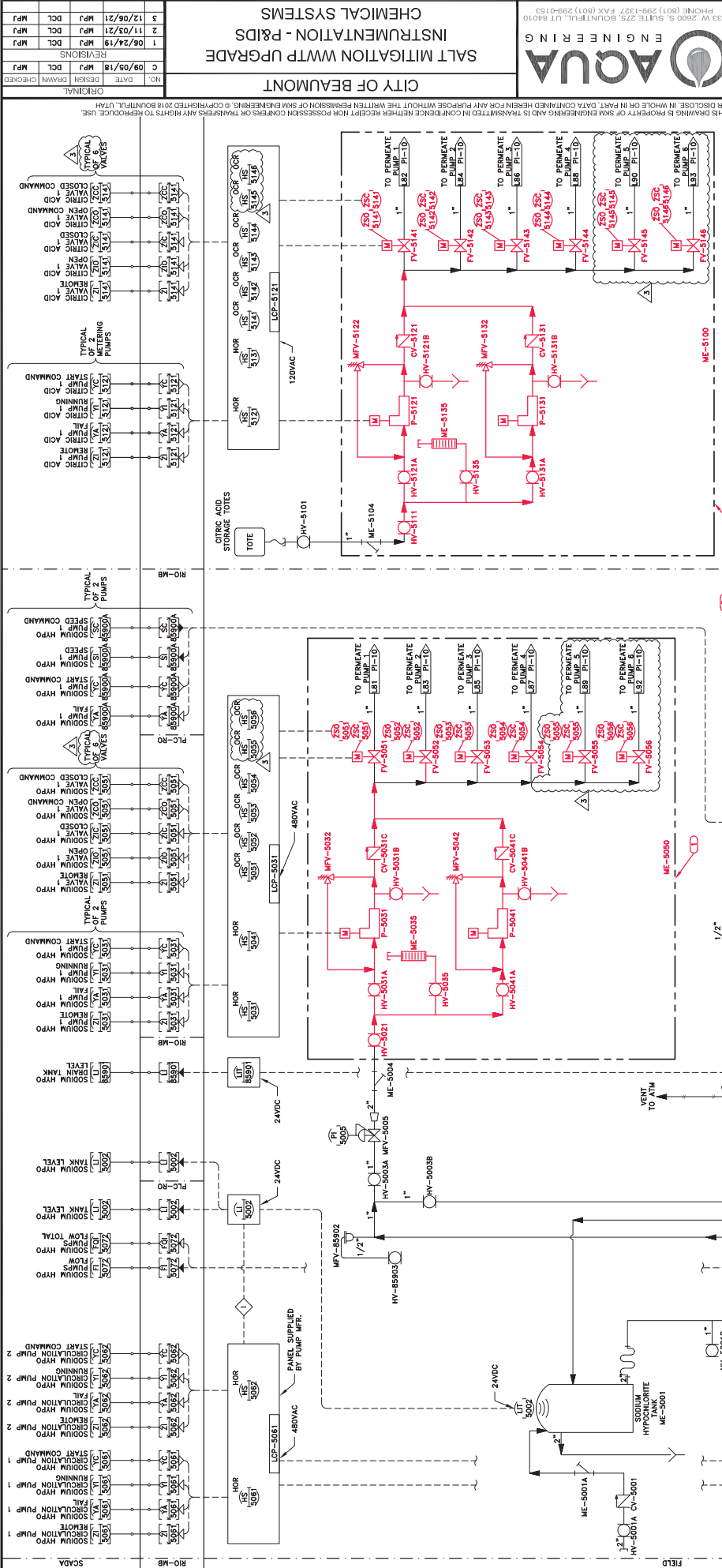
**ALBERT ASSOCIATES**  
ENGINEERING CONSULTANTS  
533 W 2600 S, Suite 25  
Bountiful, Utah 84010  
Phone: (801) 677-0011  
www.skmeng.com

**skm**  
Bountiful, Utah 84010  
Phone: (801) 677-0011  
www.skmeng.com

DRAWING IS TO SCALE  
IF DIMENSIONS  
1" = FULL SCALE  
1/2" = HALF SCALE

MEMBRANES CITRIC ACID SYSTEM  
LOOPS: 5121, 5122, 5131, 5141, 5142, 5143, 5144, 5145, 5146

MEMBRANES & RO SODIUM HYPOCHLORITE SYSTEM  
LOOPS: 5002, 5031, 5041, 5042, 5043, 5044, 5051, 5052, 5053, 5054, 5055, 5056, 5057, 5062, 5072, 5080, 5090, 5091



NOTES THAT ARE RED ON THIS SHEET ARE SUPPLIED BY THE VENDOR. NOTE IS NOT IN RED THIS DRAWING HAS NOT BEEN COPIED IN COLOR.

MEMBRANE SYSTEM VENDOR SUPPLIED.

RO SYSTEM VENDOR SUPPLIED.

TO NO FEED PUMPS

**REVISIONS**

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	MPJ	DCL	MPJ
Z	06/24/19	MPJ	DCL	MPJ
1	11/03/21	MPJ	DCL	MPJ
3	11/06/21	MPJ	DCL	MPJ

**CITY OF BEAUMONT**  
SALT MITIGATION WWP - P&IDS  
CHEMICAL SYSTEMS

**AQUA ENGINEERING**  
533 W 2600 S, SUITE 2725, BOUNTIFUL, UT 84010  
PHONE (801) 299-1327 FAX (801) 299-1153

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**ALBERT ASSOCIATES**  
**WEBB** CIVIL ENGINEERS  
 5708 DECATUR STREET  
 HOUSTON, TEXAS 77059  
 PHONE: (281) 656-1070  
 FAX: (281) 759-1208

**skm**  
 533 W 2600 S, Suite 25  
 Roundtop, Utah 84010  
 Phone: (801) 677-0010  
 www.skmeng.com

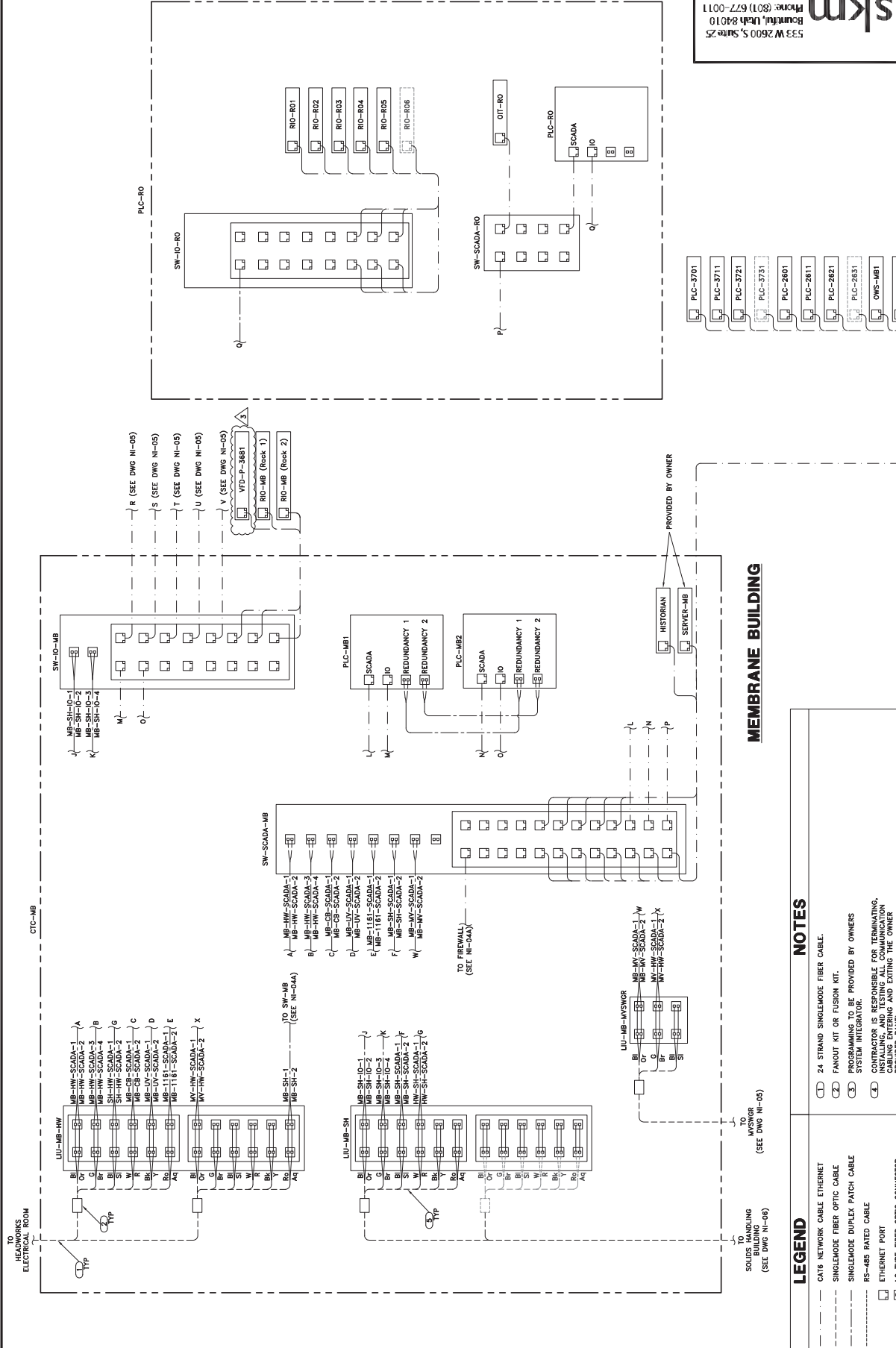
0 1/2" = 1'  
 DRAWING IS TO SCALE  
 IF DIMENSIONS  
 1" = FULL SCALE  
 1/2" = HALF SCALE

**AQUA ENGINEERING**  
 533 W 2600 S, SUITE 225, BOUNTIFUL, UT 84010  
 PHONE: (801) 299-1327 FAX: (801) 299-0153

**CITY OF BEAUMONT**  
**SALT MITIGATION WWTFF UPGRADE**  
**INSTRUMENTATION - NETWORK**  
**MEMBRANE BUILDING NETWORK DIAGRAM 1**

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	MPJ	DCL	MPJ
REVISIONS				
1	10/09/18	MPJ	DCL	MPJ
2	12/02/19	MPJ	BB	MPJ
3	12/06/21	MPJ	DCL	MPJ

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 533 W 2600 S, Suite 25  
 Bountiful, Utah 84010  
 Phone: (801) 677-0011  
 www.skmeng.com

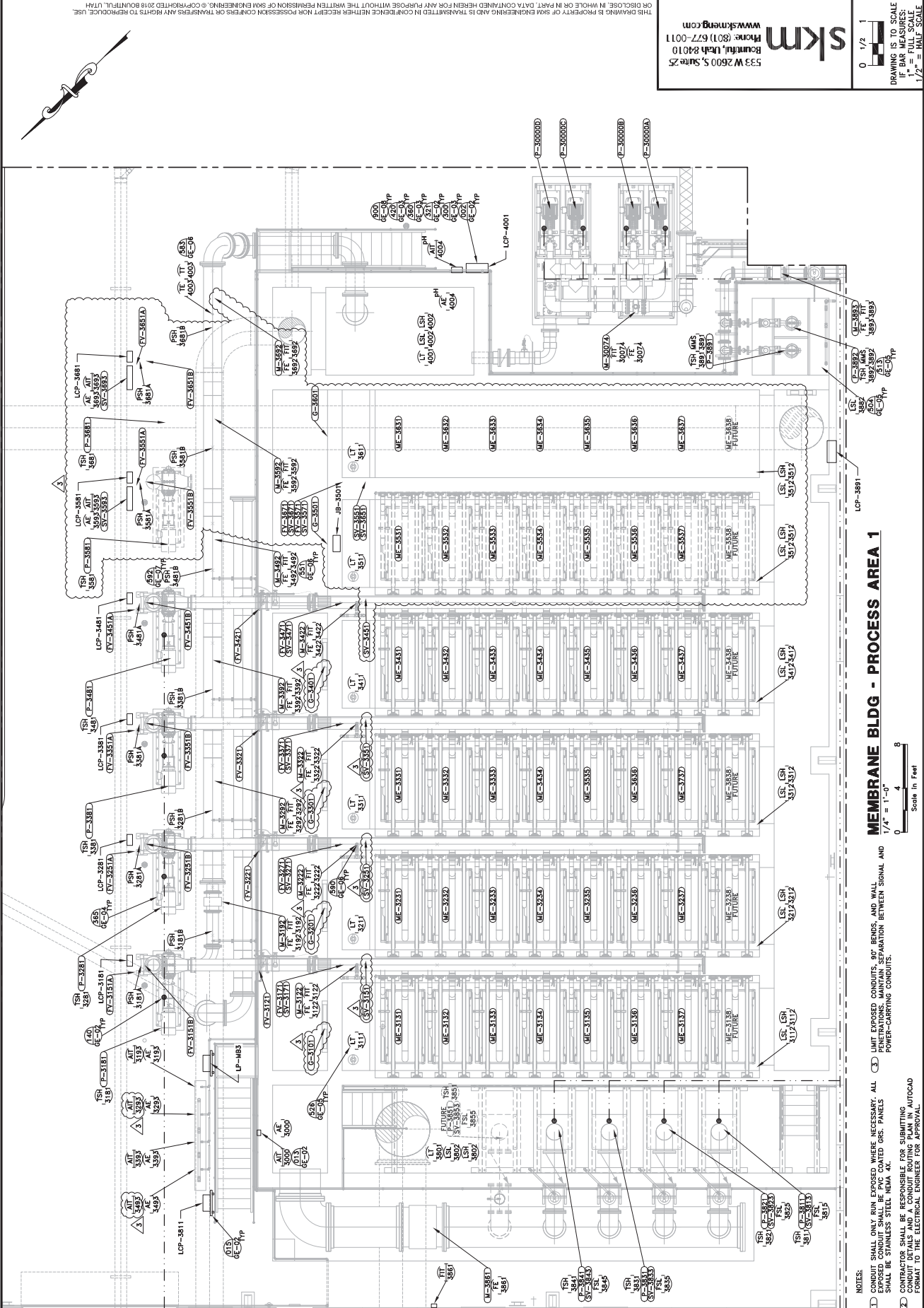
**skm**  
 Bountiful, Utah 84010  
 Phone: (801) 677-0011  
 www.skmeng.com

1/2" = 1'-0"  
 1" = FULL SCALE  
 1/4" = HALF SCALE

**AQUA ENGINEERING**  
 533 W 2600 S, SUITE 275, BOUNTIFUL, UT 84010  
 PHONE (801) 299-1327 FAX (801) 299-1533

**CITY OF BEAUMONT**  
**SALT MITIGATION WWTP UPGRADE**  
**ELECTRICAL - LAYOUT**  
**MEMBRANE BLDG - PROCESS AREA 1**

NO.	DATE	DESIGN	BY	CHECKED
C	09/05/18	MPJ	DCL	MPJ
1	10/18/19	MPJ	DCL	MPJ
2	06/24/19	MPJ	DCL	MPJ
3	10/26/20	MPJ	DCL	MPJ
4	12/06/21	MPJ	DCL	MPJ



**MEMBRANE BLDG - PROCESS AREA 1**

Scale in Feet  
 0 4 8  
 1/4" = 1'-0"

NOTES:  
 (1) CONDUIT SHALL ONLY RUN EXPOSED WHERE NECESSARY. ALL CONDUIT SHALL BE STAINLESS STEEL, NEMA 4X.  
 (2) CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING CONDUIT DETAILS AND A CONDUIT ROUTING PLAN IN AUTOCAD FORMAT TO THE ELECTRICAL ENGINEER FOR APPROVAL.  
 (3) LIMIT EXPOSED CONDUITS, 90° BENDS, AND WALL PENETRATIONS BETWEEN SIGNAL AND POWER-CARRYING CONDUITS.





SHEET 104 OF 172  
LE-11

**ALBERT A. WEBB & ASSOCIATES**  
CIVIL ENGINEERS  
ENGINEERING CONSULTANTS  
533 W 2600 S, SUITE 25  
BOUNTIFUL, UT 84010  
PHONE: (801) 677-0011  
WWW.SKMECH.COM

**AQUA ENGINEERING**  
533 W 2600 S, SUITE 275, BOUNTIFUL, UT 84010  
PHONE: (801) 299-1327 FAX: (801) 299-0153

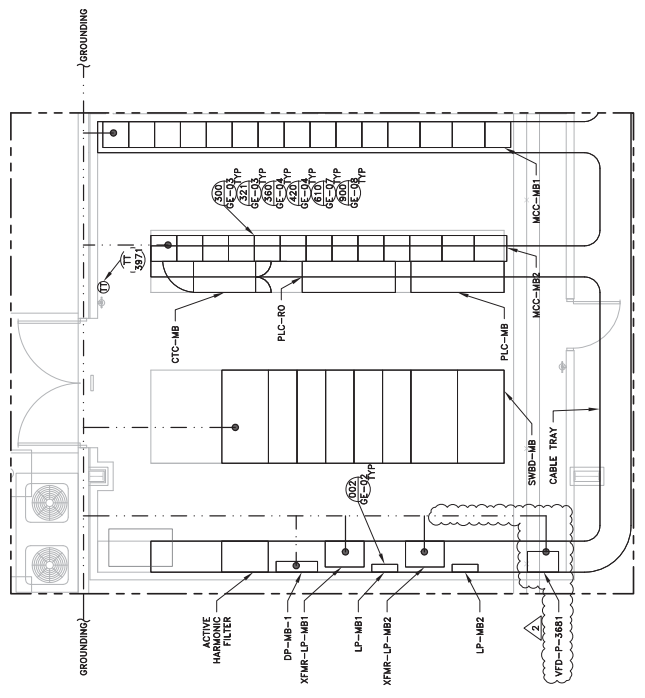
**CITY OF BEAUMONT**  
**SALT MITIGATION WWTU UPGRADE**  
**ELECTRICAL - LAYOUT**  
**MEMBRANE BLDG - PROCESS AREA 3 & 4**

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	MPJ	DCL	MPJ
REVISIONS				
1	02/15/19	MPJ	DCL	MPJ
2	12/06/21	MPJ	DCL	MPJ

ORIGINAL

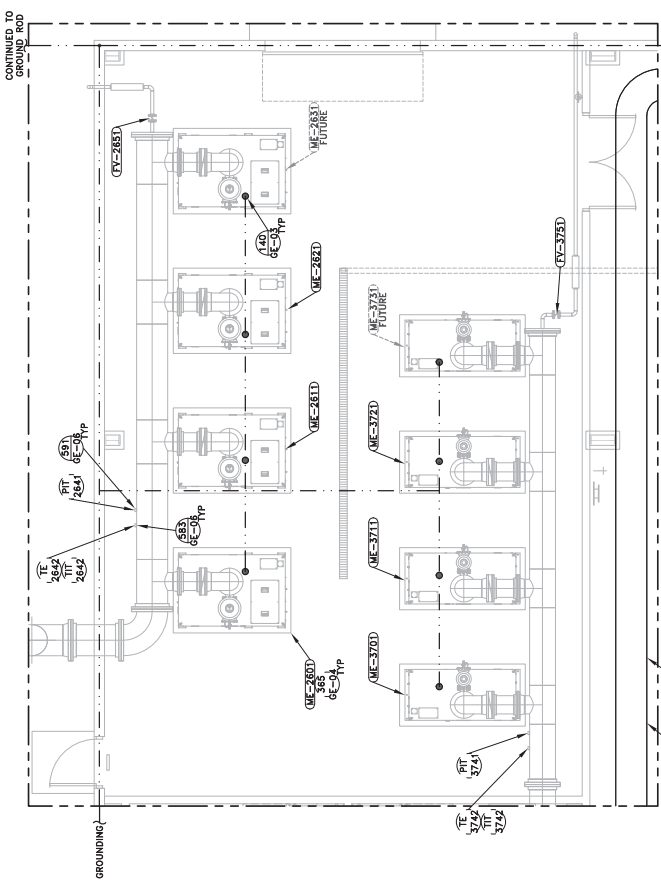
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**MEMBRANE BLDG - ELECTRICAL ROOM**



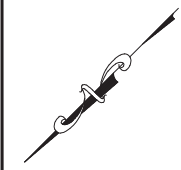
Scale in Feet  
1/4" = 1'-0"

**MEMBRANE BLDG - PROCESS AREA 3**



Scale in Feet  
1/4" = 1'-0"

- NOTES:
- CONDUIT SHALL ONLY RUN EXPOSED AS NECESSARY. ALL EXPOSED CONDUIT SHALL BE GRS. PANELS SHALL BE STAINLESS STEEL NEMA 4X.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING ALL CONDUIT AND PANEL SCHEDULES TO THE ELECTRICAL ENGINEER FOR APPROVAL.
  - LIMIT EXPOSED CONDUITS, 90° BENDS, AND WALL PENETRATIONS. MAINTAIN SEPARATION BETWEEN SIGNAL AND POWER-CARRYING CONDUITS.















**ALBERT A. WEBB & ASSOCIATES**  
 CIVIL ENGINEERS  
 533 W 2600 S, SUITE 25  
 BOUNTIFUL, UTAH 84010  
 PHONE: (801) 677-0011  
 WWW.SKMECH.COM

**skm**  
 Bountiful, Utah 84010  
 Phone: (801) 677-0011  
 www.skmech.com

**AQUA ENGINEERING**  
 533 W 2600 S, SUITE 275, BOUNTIFUL, UT 84010  
 PHONE: (801) 298-1327 FAX: (801) 298-1513

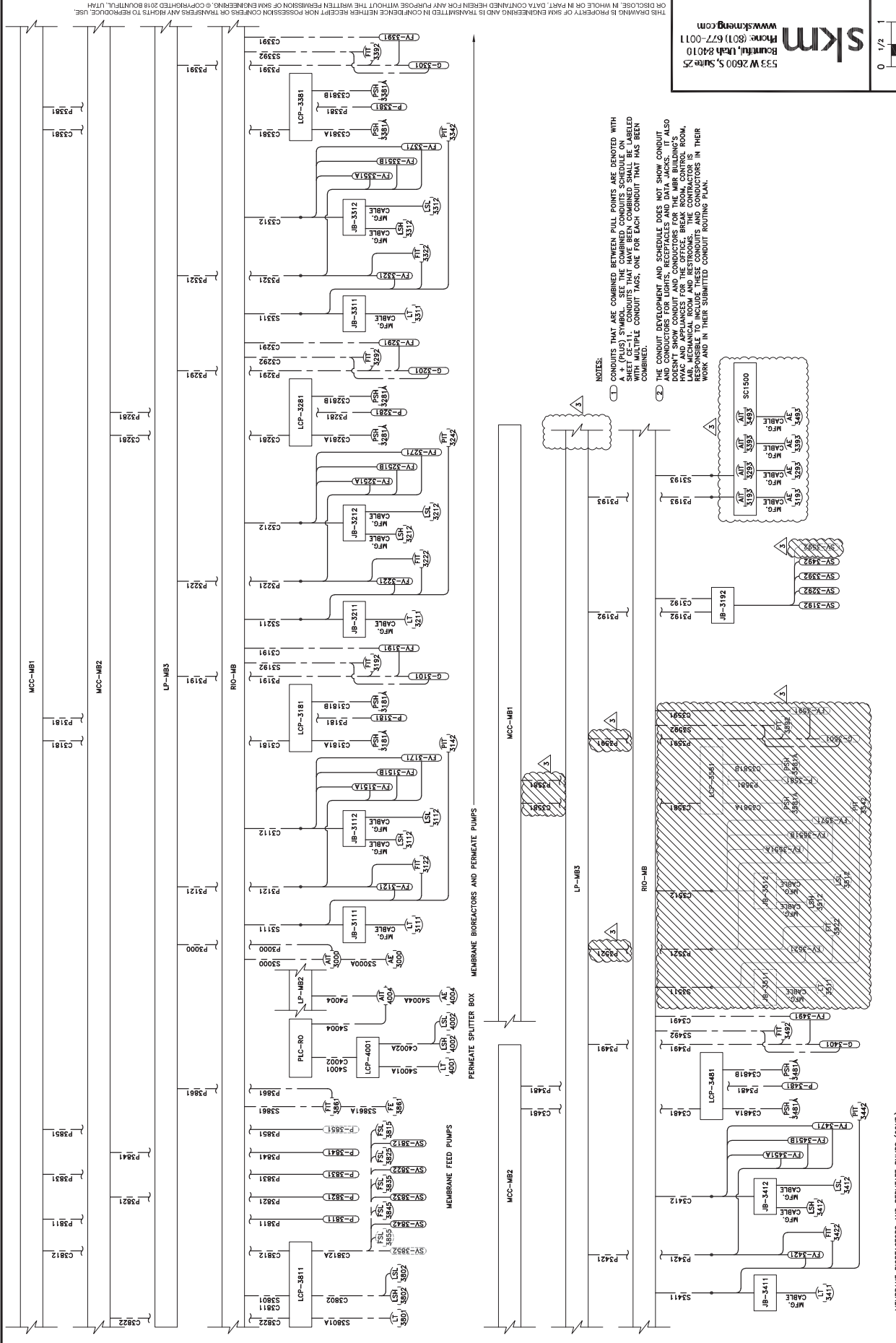
**CITY OF BEAUMONT**  
 SALT MITIGATION WWTUP UPGRADE  
 ELECTRICAL - CONDUITS AND DUCTBANKS  
 CONDUIT DEVELOPMENT 11

NO.	DATE	DESIGN	DRAWN	CHECKED
1	06/24/19	MPJ	DCL	MPJ
2	10/26/20	MPJ	DCL	MPJ
3	12/06/21	MPJ	DCL	MPJ

REVISIONS

ORIGINAL

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 DRAWING IS TO SCALE  
 IF DIM. MEASURES  
 1" = FULL SCALE  
 1/2" = HALF SCALE

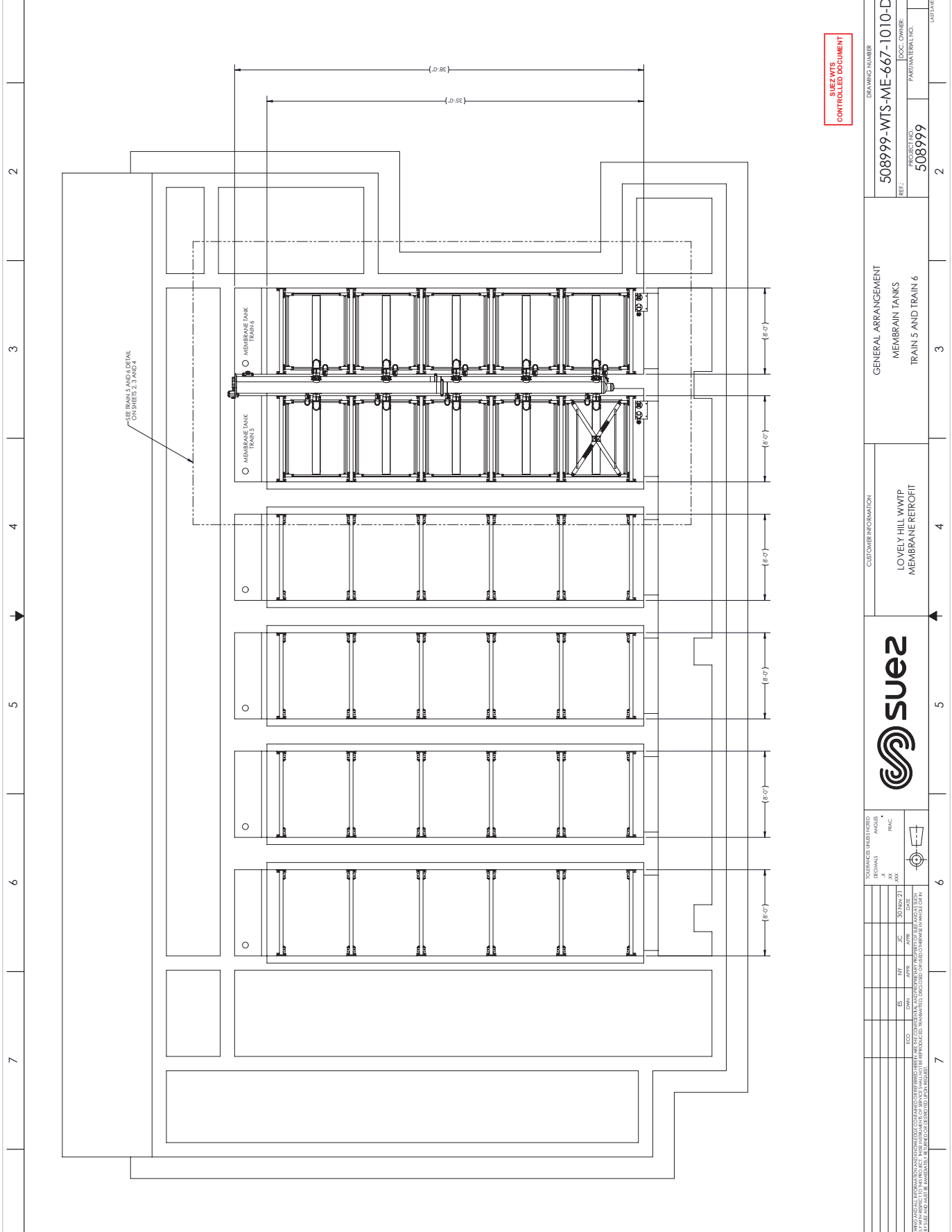


**NOTES:**

- CONDUITS THAT ARE COMBINED BETWEEN PULL POINTS ARE DENOTED WITH SHEET CE-11. CONDUITS THAT HAVE BEEN COMBINED SHALL BE LABELED WITH MULTIPLE CONDUIT TAGS, ONE FOR EACH CONDUIT THAT HAS BEEN COMBINED.
- ALL CONDUITS SHALL BE SCHEDULE 40E, UNLESS OTHERWISE SPECIFIED. IT ALSO DOES NOT SHOW CONDUIT AND CONDUCTORS FOR THE MBR BUILDING'S LOCAL MECHANICAL ROOM AND RESTROOM. THE CONTRACTOR IS RESPONSIBLE TO INCLUDE THESE CONDUITS AND CONDUCTORS IN THEIR WORK AND IN THEIR SUBMITTED CONDUIT ROUTING PLAN.







SEE TRAINS 5 AND 6 DETAIL ON SHEETS 2.3 AND 2.4

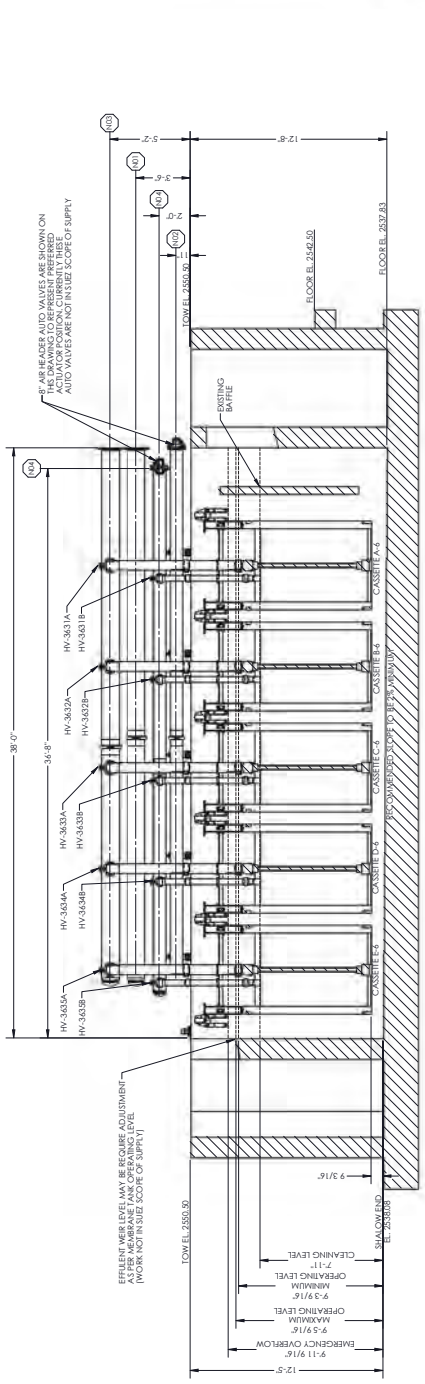
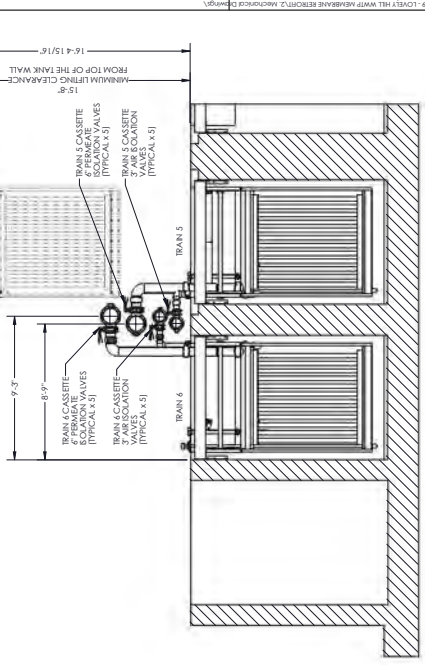
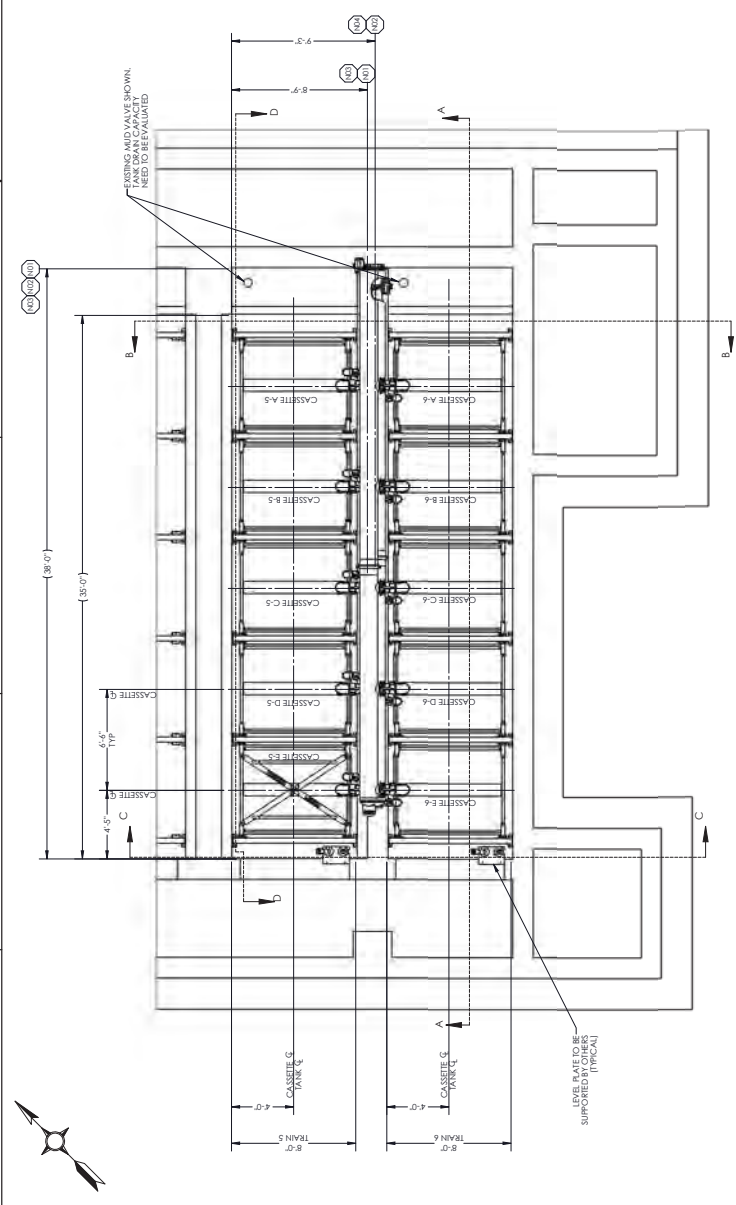
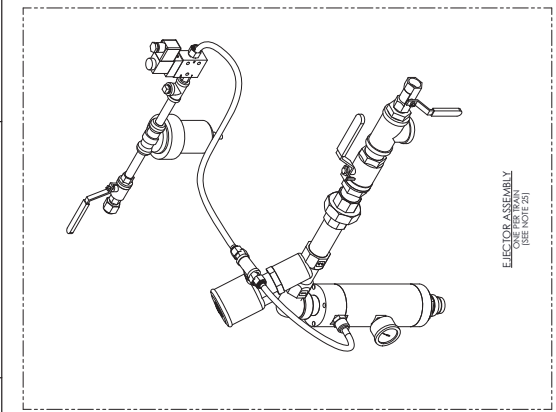
SUEZ WTS  
CONTROLLED DOCUMENT

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REF:		508999																																																																	
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Item 9.



NOZZLE SCHEDULE			
NOZZLE	DESCRIPTION	TYPE	SIZE
N01	PERMATE/BACKPULSE OULET/FINLET - TRAIN 5	100W RF FLG	1/2"
N02	AIR INLET FROM BLOWERS - TRAIN 5	100W RF FLG	8"
N03	PERMATE/BACKPULSE OULET/FINLET - TRAIN 6	100W RF FLG	1/2"
N04	AIR INLET FROM BLOWERS TRAIN 6	100W RF FLG	8"



**GENERAL ARRANGEMENT**  
MEMBRANE TANKS  
TRAIN 5 AND TRAIN 6

**CUSTOMER INFORMATION**  
LOVELY HILL WWTP  
MEMBRANE REINFORIT

DRAWING NUMBER  
**508999-WTS-ME-667-1010-DA-001**

PROJECT NO.  
**508999**

SCALE  
1:48

DATE  
11/16/11

REVISION  
**A**

SHEET  
DF-4

DOC. OWNER  
FARNWATER LTD.

LAST REVISED DATE  
11/16/11

ISSUES FOR APPROVAL

NO.	DATE	BY	FOR
001	11/16/11	JAC	30 (REV 21)

TOOLERANCES UNLESS NOTED:

FINISH	ANGLES	R/FAC
XX	XX	XX
XX	XX	XX
XX	XX	XX

270



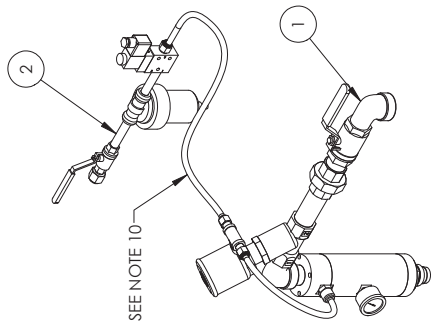
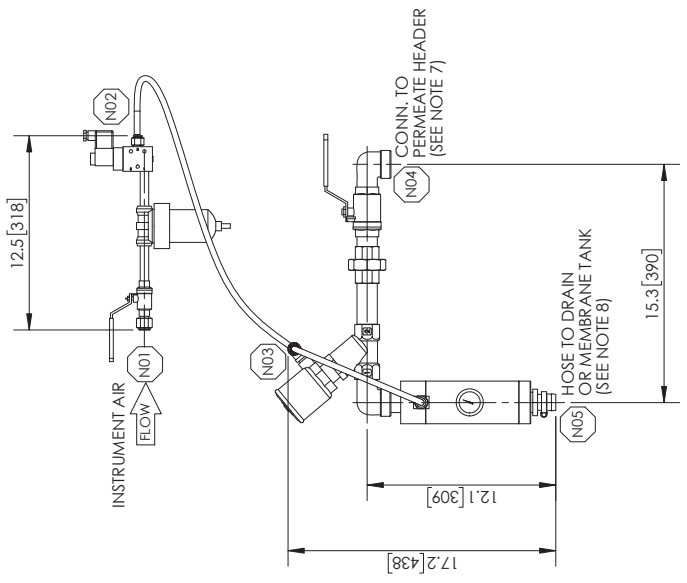
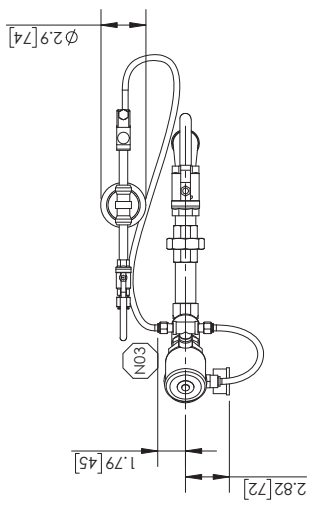
4 3 2 1

**NOZZLE SCHEDULE**

NOZZLE	DESCRIPTION	TYPE	SIZE
N01	PLANT INSTRUMENT AIR	ODT	0.50
N02	INSTRUMENT AIR TO EJECTOR SPOOL	ODT	0.38
N03	INSTRUMENT AIR FROM AIR SPOOL	ODT	0.38
N04	PERMEATE/AIR FROM TOP OF PERMEATE PIPE	F-NPT	1.00
N05	TO OPEN DRAIN/MEMBRANE TANK (AIR GAP)	BARB	1.00

**NOTES:**

1. SHIPPING WEIGHT OF EJECTOR SPOOL - 11.0 LB/[5 KG]
2. SHIPPING WEIGHT OF SOLENOID SPOOL - 4.5 LB/[2 KG]
3. ALL PIPING & EQUIPMENT SHOWN SHALL BE FULLY SUPPORTED BY OTHERS.
4. ALL VALVES & INSTRUMENTS TO BE PROPERLY TAGGED.
5. PIPING MATERIAL:
  - HIGH PRESSURE: SCH. 10, 316 SS / PE TUBING
  - LOW PRESSURE: SCH. 10, 316 SS / PE TUBING
6. ALL DIMENSIONS IN INCHES [MILLIMETERS]
7. CONNECTION TO BE PROVIDED AT HIGHEST POINT ON PIPING BETWEEN PERMEATE HEADER AND PUMP.
8. AIR GAP IS REQUIRED ON EJECTOR DISCHARGE LINE EXHAUST TO MEMBRANE TANK OR DRAIN. 1" BRAIDED HOSE RECOMMENDED (HOSE BY OTHERS).
9. EJECTOR MUST BE INSTALLED VERTICALLY DOWNWARD.
10. THE 3/8" PE TUBING THAT CONNECTS THE TWO SPOOLS TOGETHER IS TO BE PROVIDED AND INSTALLED ONSITE BY OTHERS. UV RATED TUBING SHOULD BE USED IF INSTALLED OUTSIDE.



**MM# 3178078 - W/ 24VDC SOLENOID - PLUMBING TABLE**

ITEM	QTY.	SAP	DOC#	DESCRIPTION	U/M
1	1	3178020	1319223	PLMB-EJECTOR,316,1.00X0.25,PE TUBE	EA
2	1	3178022	1319225	PLMB-AIR,316,0.25,24VDC,PE TUBE	EA

**MM# 3178079 - W/ 120VAC SOLENOID - PLUMBING TABLE**

ITEM	QTY.	SAP	DOC#	DESCRIPTION	U/M
1	1	3178020	1319223	PLMB-EJECTOR,316,1.00X0.25,PE TUBE	EA
2	1	3178023	1319226	PLMB-AIR,316,0.25,120VAC,PE TUBE	EA

**CUSTOMER INFORMATION**



ASSY-EJECTOR,316,1.00X0.25,PE TUBE

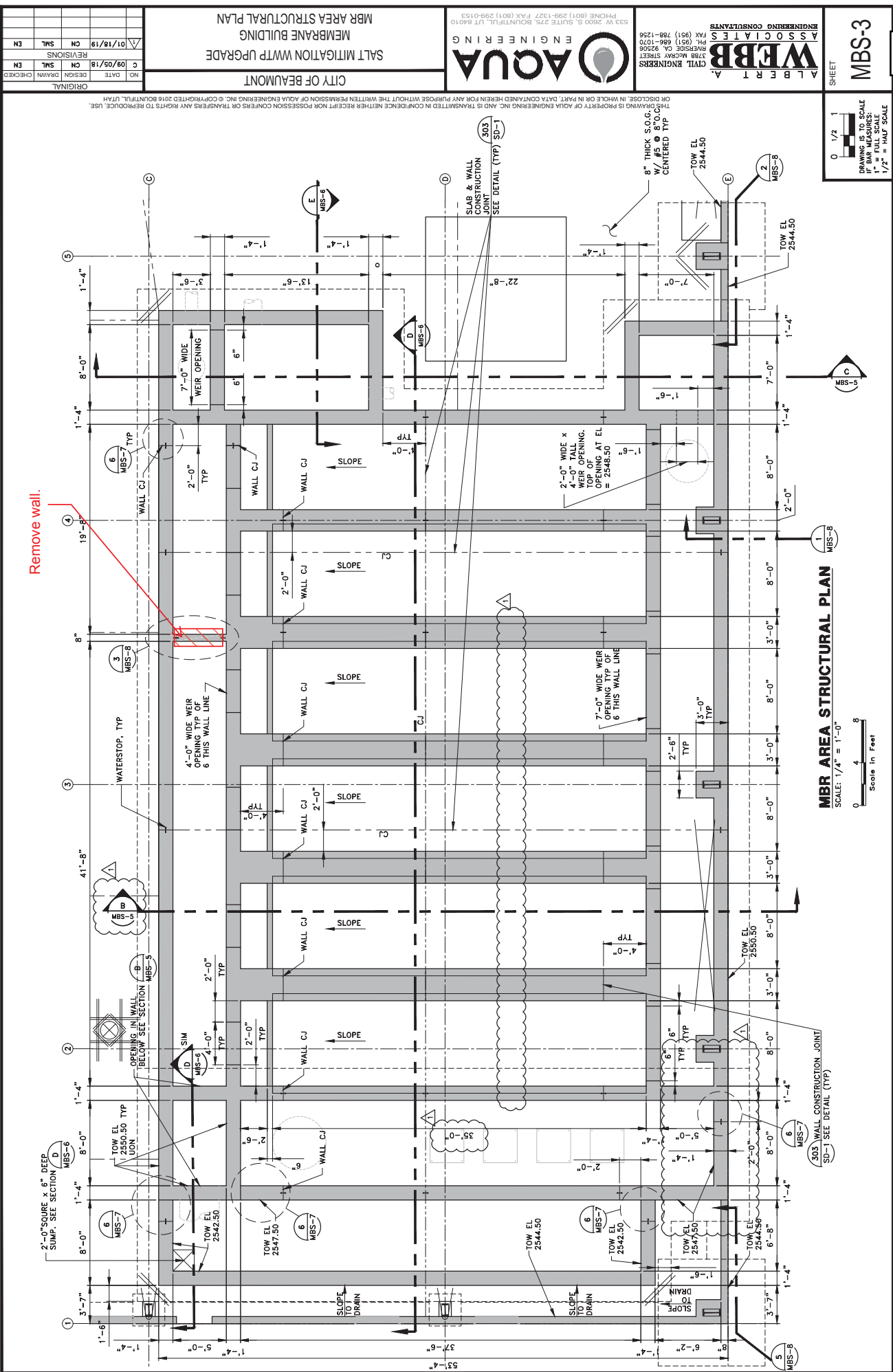
DRAWING NUMBER  
1319243

REV.	DESCRIPTION	DATE	BY	CHKD.	APPR.
A	INITIAL DESIGN	13/5/23	XC	RJ	SA

REF.	PROJECT NO.	PART/MATERIAL NO.	SCALE	SHEET	LOF
	3178078, 3178079	3178078, 3178079	1:8	1	1

1 2 3 4

MBR AREA STRUCTURAL PLAN  
SCALE: 1/4" = 1'-0"  
0 4 8  
Scale in Feet



Remove wall.

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	CM	SML	EN
REVISIONS				
Δ	01/18/19	CM	SML	EN

CITY OF BEAUMONT  
SALT MITIGATION WWTU UPGRADE  
MEMBRANE BUILDING  
MBR AREA STRUCTURAL PLAN

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**ALBERT A. WEBB** CIVIL ENGINEERS  
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0 1/2" 1"  
DRAWING IS TO SCALE  
IF NOT SPECIFIED:  
1" = FULL SCALE  
1/2" = HALF SCALE

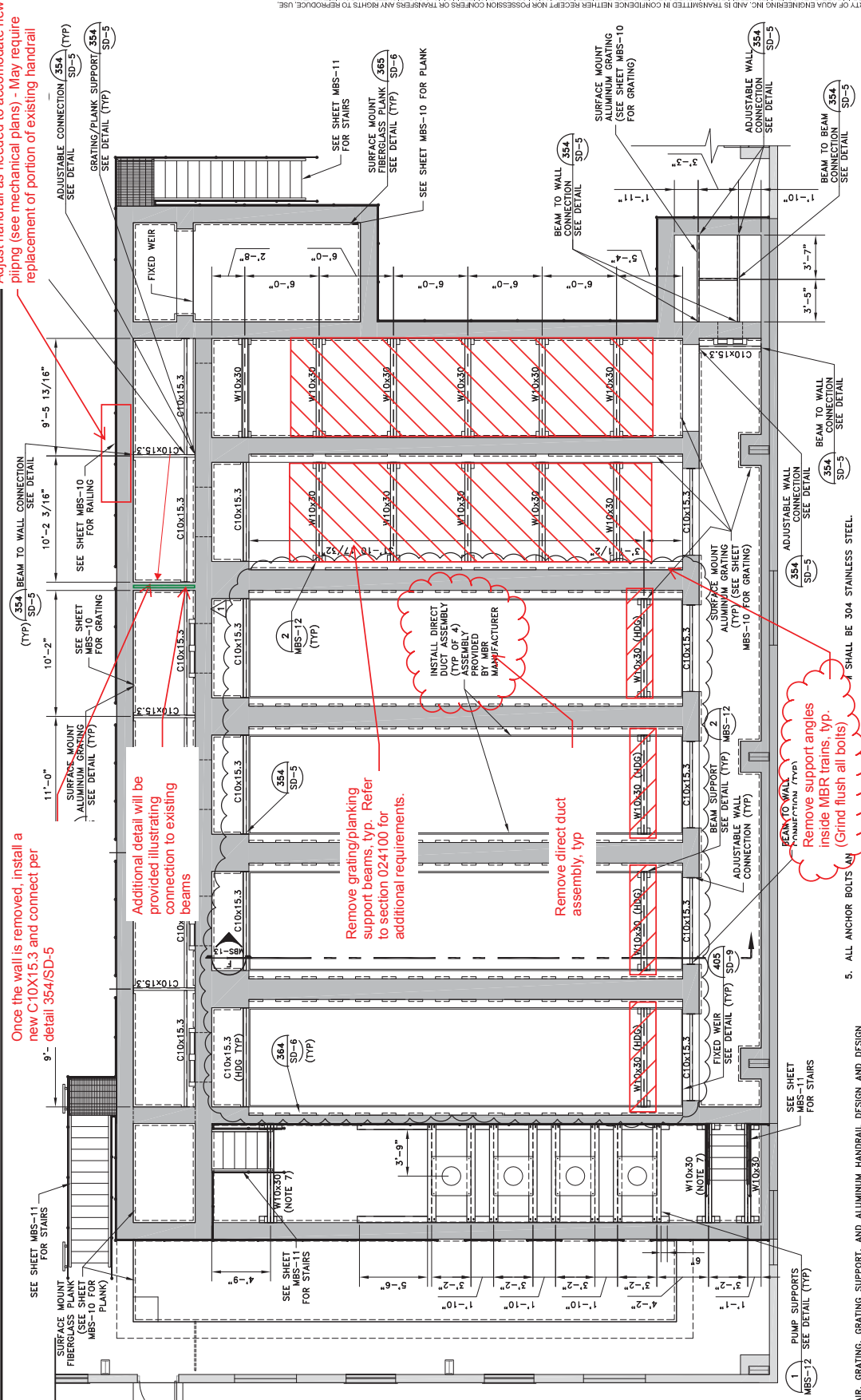
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**CITY OF BEAUMONT**  
SALT MITIGATION WWTUP UPGRADE  
SALT MEMBRANE BUILDING  
PLANK & GRATING SUPPORT PLAN

NO.	DATE	DESIGN	BY
C	09/05/18	DESIGN	BP
1	01/18/19	BP	KRB

**PLANK & GRATING SUPPORT PLAN**  
SCALE: 1/4"=1'-0"  
0 4 8  
Scale in Feet



- NOTES:
- METAL STAIR, GRATING, GRATING SUPPORT, AND ALUMINUM HANDRAIL DESIGN AND DESIGN DETAILS ARE PROVIDED AS GUIDANCE ONLY.
  - METAL STAIR GRATING, GRATING SUPPORTS, AND ALUMINUM HANDRAIL DESIGN SHALL BE A DEFERRED SUBMITTAL AND SHALL BE DESIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF CALIFORNIA, IN ACCORDANCE WITH TECHNICAL SPECIFICATIONS 051200 (STRUCTURAL STEEL (ALUMINUM)), 055213 (PIPE AND TUBE (RAILINGS)), 055100 (METAL STAIRS), 055300 (METAL GRATING).
  - HOT DIP GALVANIZE FABRICATED METAL ASSEMBLIES FOLLOWING WELDING AND/ OR DRILLING.
  - REPAIR DAMAGED GALVANIZING IN ACCORDANCE WITH TECHNICAL SPECIFICATION 098800.
  - ALL ANCHOR BOLTS AND ALUMINUM IN CONTACT WITH OTHER METALS AND/ OR CONCRETE SHALL BE COATED PER SPECIFICATION 098600.
  - ALTERNATE SUPPORT BEAM OR MODIFIED C10x15.3 MAY BE USED AS REQUIRED TO SUPPORT STAIR STRINGERS.
  - DIRECT DUCT ASSEMBLY SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS AND REQUIREMENTS.
  - USE 316 STAINLESS STEEL ANCHORS FOR ANCHORING OF THE FRAME TO BASIN CONCRETE.

Adjust handrail as needed to accommodate new piping (see mechanical plans) - May require replacement of portion of existing handrail

Once the wall is removed, install a new C10x15.3 and connect per detail 354/SD-5

Additional detail will be provided illustrating connection to existing beams

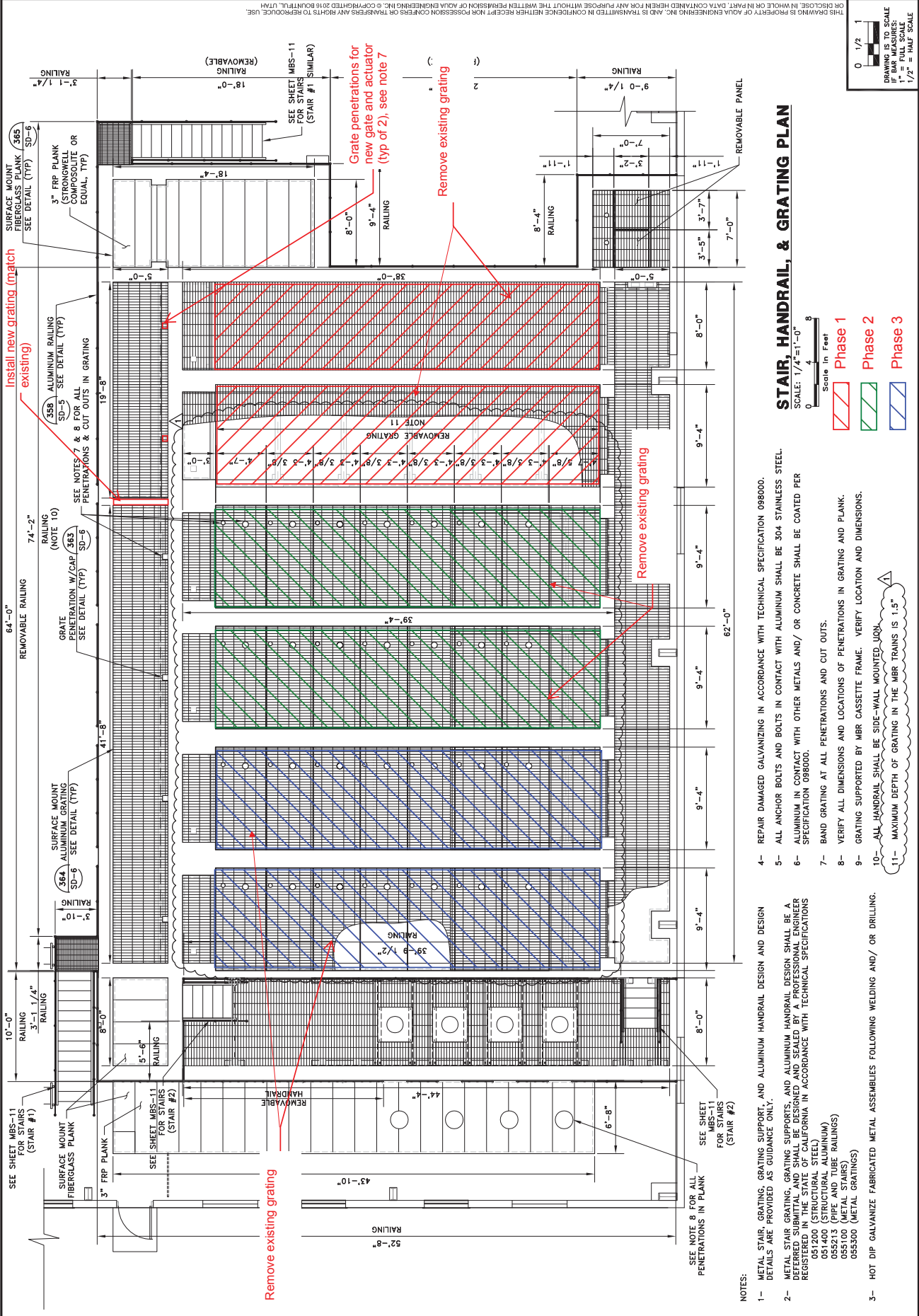
Remove grating/planking support beams, typ. Refer to section 024100 for additional requirements.

Remove direct duct assembly, typ

Remove support angles inside MBR trains, typ (Grind flush all bolts)

INSTALL DIRECT DUCT ASSEMBLY (TYP OF 4) PROVIDED BY MANUFACTURER





**STAIR, HANDRAIL, & GRATING PLAN**

SCALE: 1/4"=1'-0"  
Scale in Feet  
0 4 8  
Phase 1  
Phase 2  
Phase 3

- NOTES:
- 1- METAL STAIR, GRATING, GRATING SUPPORT, AND ALUMINUM HANDRAIL DESIGN AND DESIGN DETAILS ARE PROVIDED AS GUIDANCE ONLY.
  - 2- METAL STAIR GRATING, GRATING SUPPORTS, AND ALUMINUM HANDRAIL DESIGN SHALL BE A DEFERRED SUBMITTAL AND SHALL BE DESIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF CALIFORNIA IN ACCORDANCE WITH TECHNICAL SPECIFICATIONS 051200 (STRUCTURAL STEEL (M/A)), 055213 (PIPE AND TUBE RAILINGS), 055100 (METAL STAIRS), 055300 (METAL GRATING)
  - 3- HOT DIP GALVANIZE FABRICATED METAL ASSEMBLIES FOLLOWING WELDING AND/OR DRILLING.
  - 4- REPAIR DAMAGED GALVANIZING IN ACCORDANCE WITH TECHNICAL SPECIFICATION 098000.
  - 5- ALL ANCHOR BOLTS AND BOLTS IN CONTACT WITH ALUMINUM SHALL BE 304 STAINLESS STEEL.
  - 6- ALUMINUM IN CONTACT WITH OTHER METALS AND/OR CONCRETE SHALL BE COATED PER SPECIFICATION 098000.
  - 7- BAND GRATING AT ALL PENETRATIONS AND CUT OUTS.
  - 8- VERIFY ALL DIMENSIONS AND LOCATIONS OF PENETRATIONS IN GRATING AND PLANK.
  - 9- GRATING SUPPORTED BY MBR CASSETTE FRAME. VERIFY LOCATION AND DIMENSIONS.
  - 10- ALL HANDRAIL SHALL BE SIDE-WALL MOUNTED.  $\Delta$
  - 11- MAXIMUM DEPTH OF GRATING IN THE MBR TRAINS IS 1.5".



**MBM-1**

SHEET

0 1/2 1

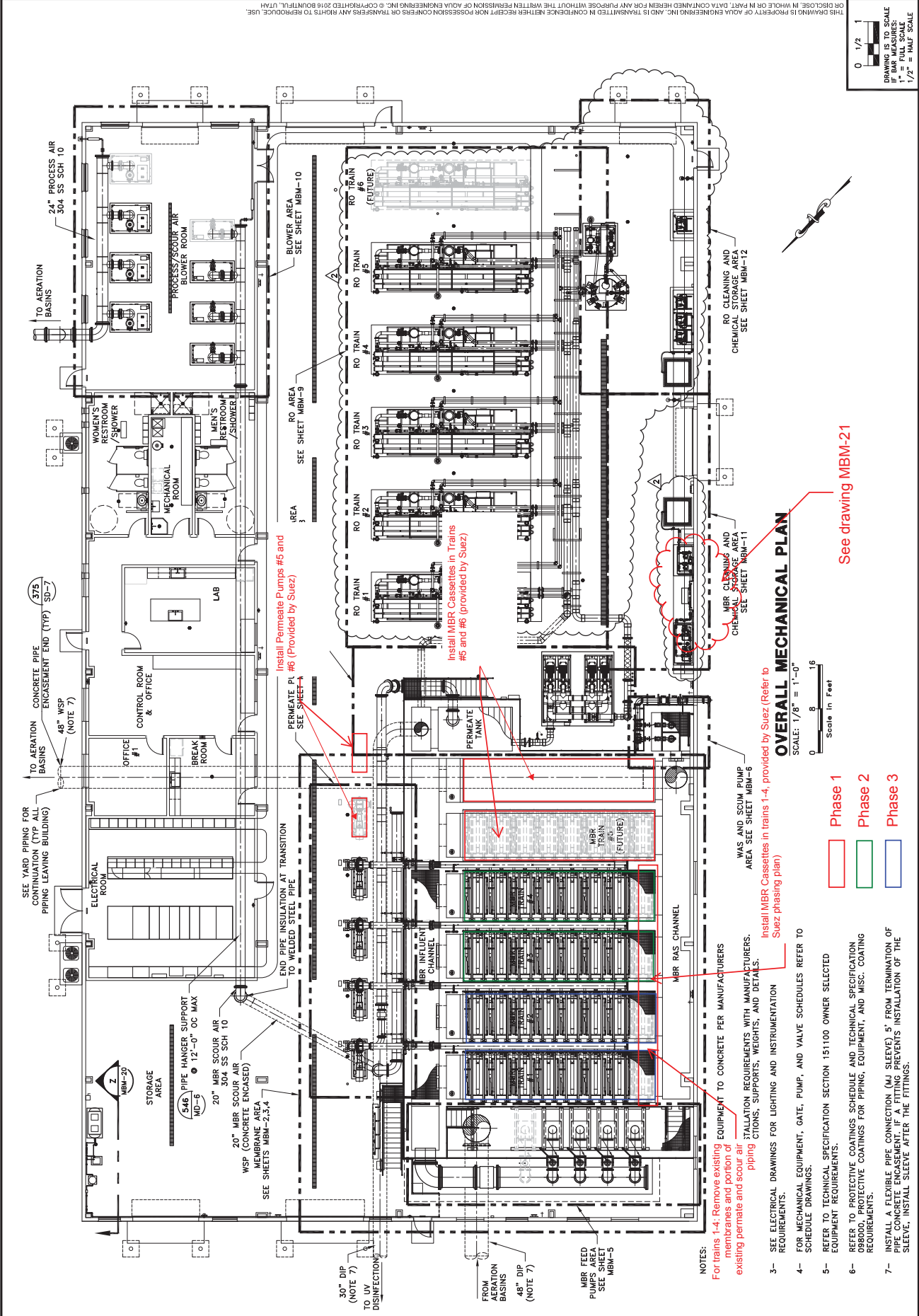
DRAWING IS TO SCALE  
 1" = FULL SCALE  
 1/2" = HALF SCALE

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**CITY OF BEAUMONT**  
**SALT MITIGATION WWTUP UPGRADE**  
**MEMBRANE BUILDING**  
**OVERALL MECHANICAL PLAN**

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	BP	JRL	JRL
Z	01/18/19	BP	CAL	JRL
2	04/22/19	BP	CAL	JRL



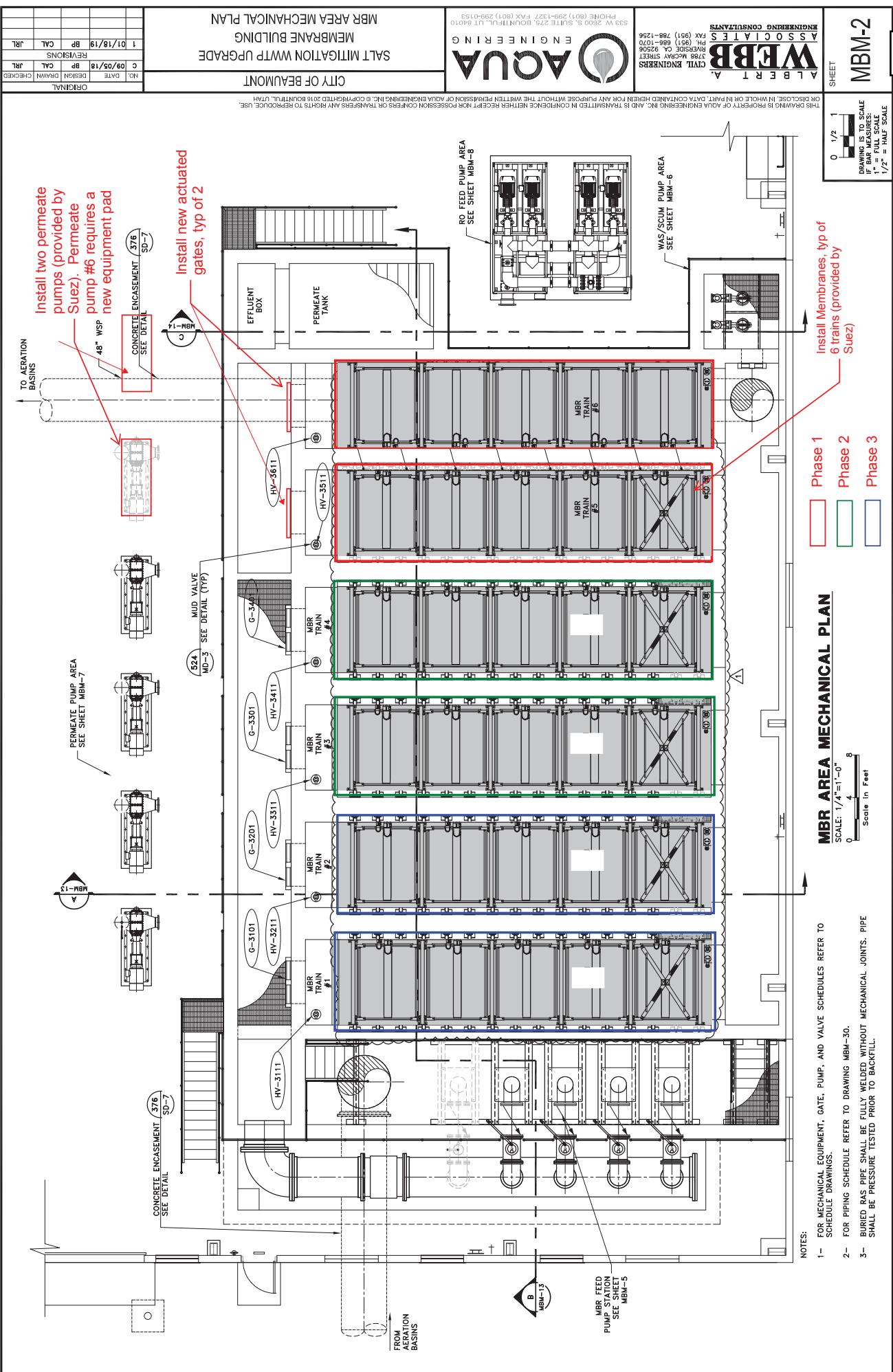
**MBM-2**

0 1/2" 1"  
DRAWING IS TO SCALE  
AS NOTED  
1" = FULL SCALE  
1/2" = HALF SCALE

**Phase 1**  
**Phase 2**  
**Phase 3**

**MBR AREA MECHANICAL PLAN**  
SCALE: 1/4"=1'-0"  
0 4 8  
Scale in Feet

**NOTES:**  
1- FOR MECHANICAL EQUIPMENT, GATE, PUMP, AND VALVE SCHEDULES REFER TO SCHEDULE DRAWINGS.  
2- FOR PIPING SCHEDULE REFER TO DRAWING MBM-30.  
3- BURIED RAS PIPE SHALL BE FULLY WELDED WITHOUT MECHANICAL JOINTS. PIPE SHALL BE PRESSURE TESTED PRIOR TO BACKFILL.



NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	BP	JRL	JRL
1	01/18/19	BP	CAL	JRL

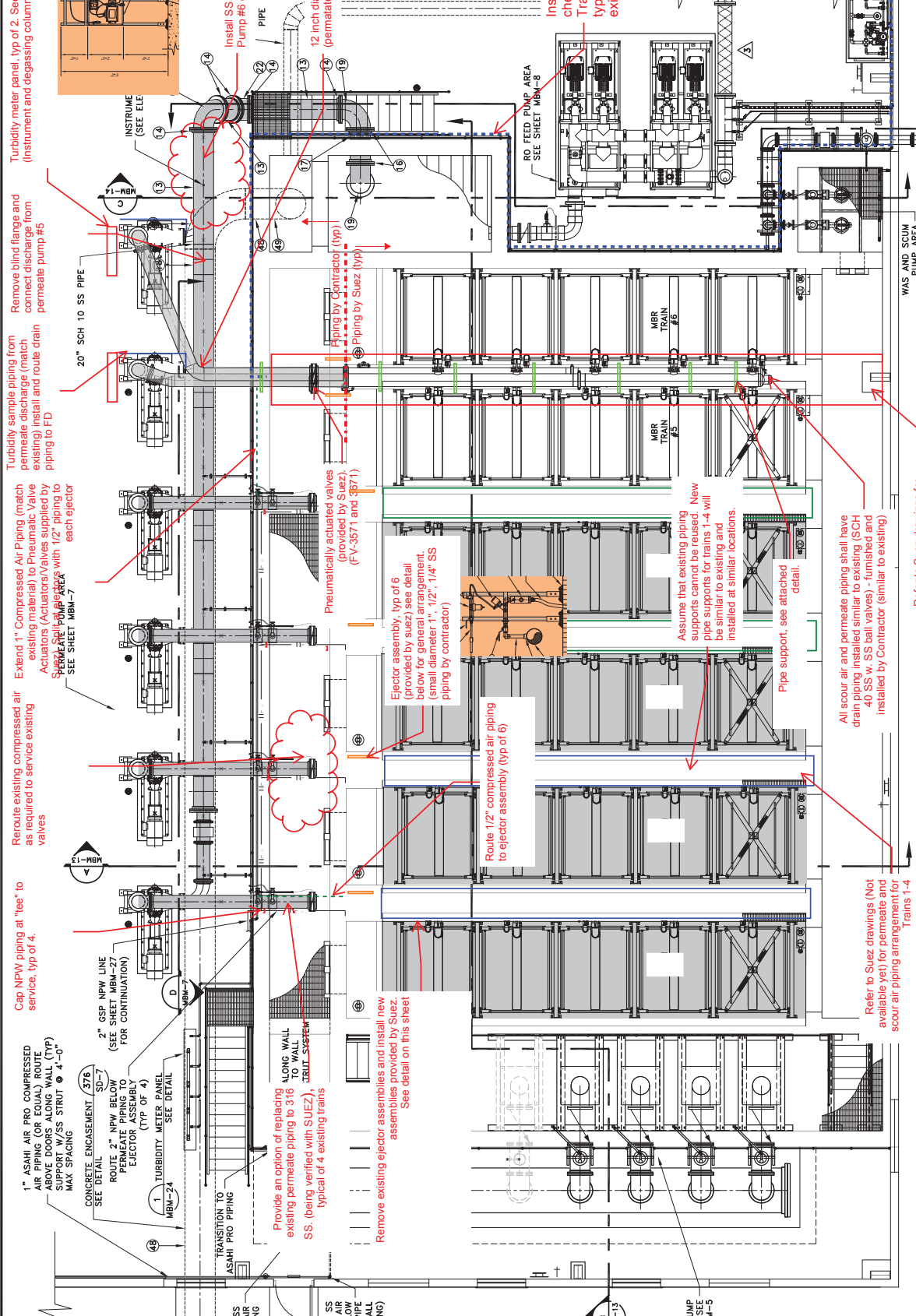
**CITY OF BEAUMONT**  
**SALT MITIGATION WWTUP UPGRADE**  
**MEMBRANE BUILDING**  
**MBR AREA MECHANICAL PLAN**

**AQUA ENGINEERING**  
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Remove blind flange and connect discharge from permeate pump #5

20" SCH 10 SS PIPE

Turbidity sample piping from permeate discharge (match existing) install and route drain piping to TD

Extend 1" Compressed Air Piping (match existing material) to Pneumatic Valve Actuators/Valves supplied by Suez. See detail MBM-7

Reroute existing compressed air as required to service existing valves

Cap NPW piping at "tee" to service, typ of 4.

1" ASAH PRO COMPRESSED AIR PIPING (OR EQUAL) ROUTE TO WALL (TYP) SUPPORT W/ASS STRUT @ 4'-0" MAX SPACING

CONCRETE ENCASMENT (376) SEE DETAIL

2" GSP NPW LINE (SEE SHEET MBM-27 FOR CONTINUATION) ROUTE 2" NPW BELOW FLOOR TO EJECTOR ASSEMBLY (TYP OF 4)

INSTRUMENT (SEE ELE)

Remove existing compressed air piping (typ of 4) existing SS. (being verified with SUEZ), TUB. SYSTEM

Provide an option of replacing existing permeate piping to 316 SS. (being verified with SUEZ), TUB. SYSTEM

Remove existing ejector assemblies and install new assemblies provided by Suez. See detail on this sheet

Route 1/2" compressed air piping to ejector assembly (typ of 6)

Ejector assembly, typ of 6 (provided by Suez) see detail below for general arrangement (small diameter 1", 1/2", 1/4" SS piping by contractor)

Pneumatically actuated valves (provided by Suez) (FV-3571 and 3871)

Piping by Contractor (typ)

Piping by Suez (typ)

Install SS Tee for Permeate Pump #6 discharge connection.

12 inch diameter 316 SS piping (permeate suction).

Assume that existing piping supports cannot be reused. New pipe supports for trains 1-4 will be similar to existing and installed at similar locations.

Pipe support, see attached detail.

All scour air and permeate piping shall have drain piping installed similar to existing (SCH 40 SS w. SS ball valves) - furnished and installed by Contractor (similar to existing)

Refer to Suez drawings for permeate and scour air piping arrangement for Trains 5 and 6.

Refer to Suez drawings (Not available yet) for permeate and scour air piping arrangement for Trains 1-4

Refer to Suez drawings for permeate and scour air piping arrangement for Trains 1-4

WAS AND SCUM PUMP AREA SEE SHEET MBM-6

MBR TRAIN #5

MBR TRAIN #6

RO FEED PUMP AREA SEE SHEET MBM-8

MBM-13

MBM-5

MBM-24

MBM-6

MBM-7

MBM-8



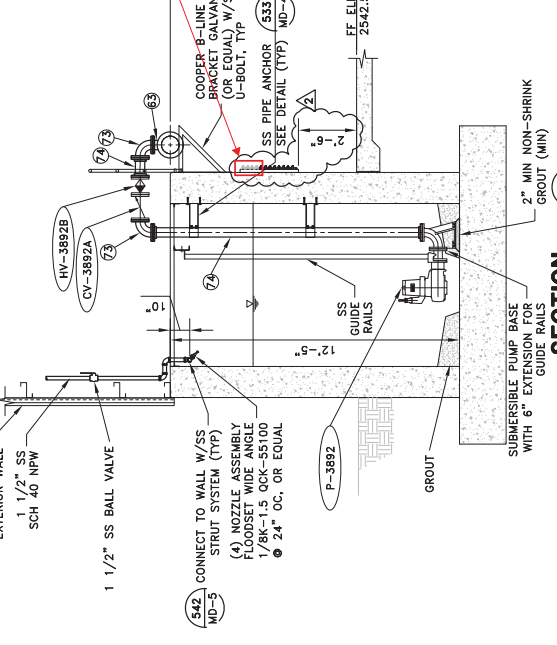
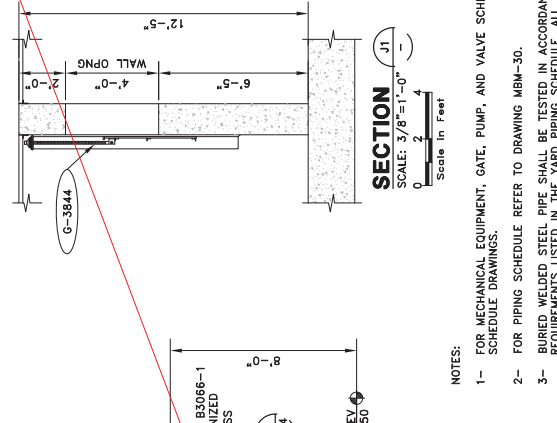
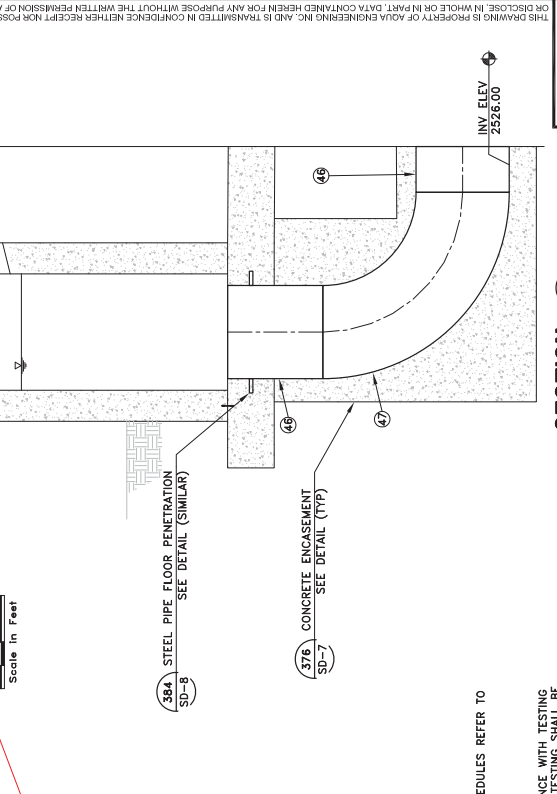
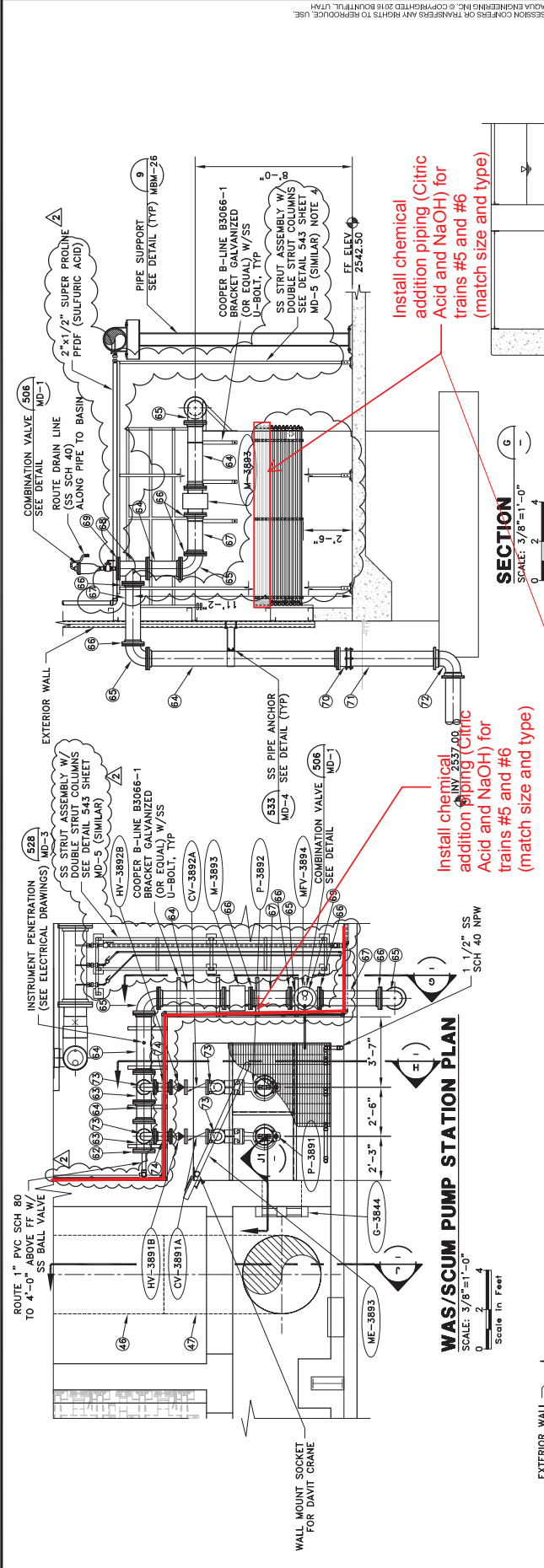
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C	09/05/18	BP	JRL
1	01/18/19	BP	CAL
2	06/24/19	BP	CAL

CITY OF BEAUMONT  
SALT MITIGATION WWT/P UPGRADE  
SALT MEMBRANE BUILDING  
WAS PUMP STATION PLAN AND SECTION



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MBM-6  
SHEET



- NOTES:
- FOR MECHANICAL EQUIPMENT, GATE, PUMP, AND VALVE SCHEDULES REFER TO SCHEDULE DRAWINGS.
  - FOR PIPING SCHEDULE REFER TO DRAWING MBM-30.
  - BURIED WELDED STEEL PIPE SHALL BE TESTED IN ACCORDANCE WITH TESTING REQUIREMENTS. TESTING SHALL BE DONE PRIOR TO CONCRETE ENCASMENT AND BACKFILLING OF PIPE.
  - CONTRACTOR TO PROVIDE PROVISIONS FOR EXPANSION/CONTRACTION OF EXPOSED DOUBLE CONTAINMENT PIPING.

DRAWING IS TO SCALE  
AS NOTED  
1" = FULL SCALE  
1/2" = HALF SCALE

0 1/2 1  
Scale In Feet

0 2 4  
Scale In Feet

0 2 4  
Scale In Feet

0 2 4  
Scale In Feet

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	BP	JRL	JRL
2	06/24/19	BP	CAL	JRL
1	01/18/19	BP	CAL	JRL

REVISONS

CITY OF BEAUMONT  
SALT MITIGATION WWTP UPGRADE  
PERMEATE PUMP AREA

**AQUA ENGINEERING**

393 W. 2800 S. SUITE 275, BOUNTIFUL, UT 84010  
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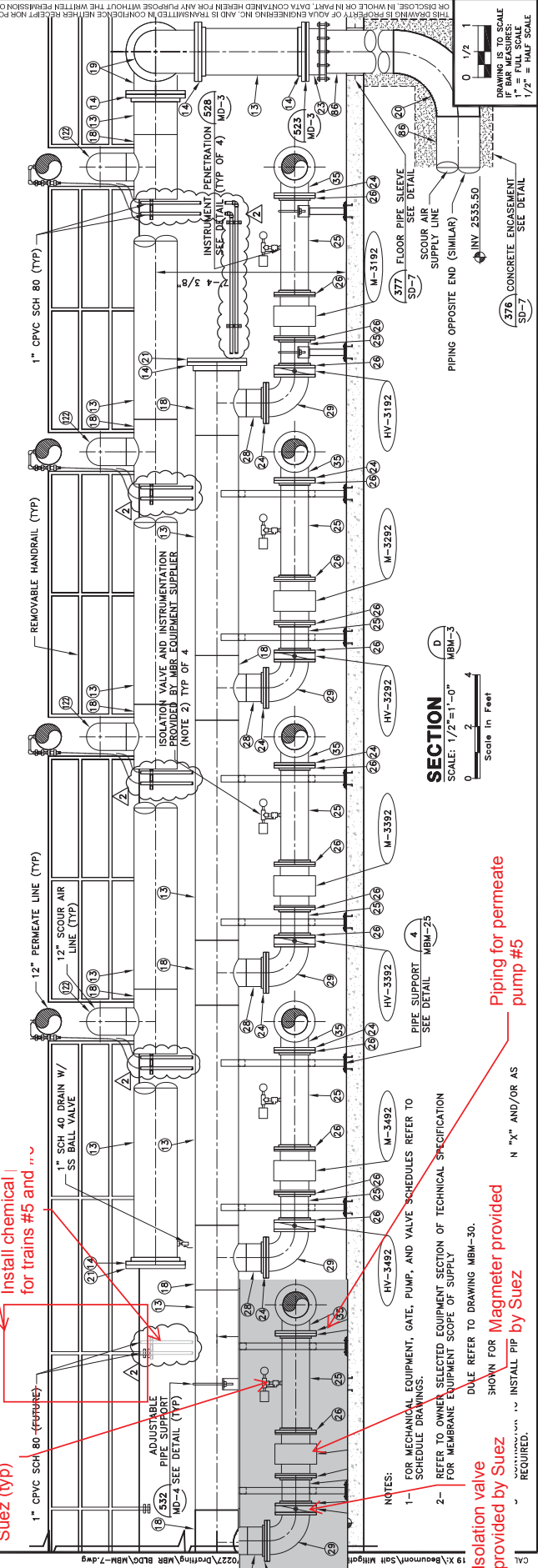
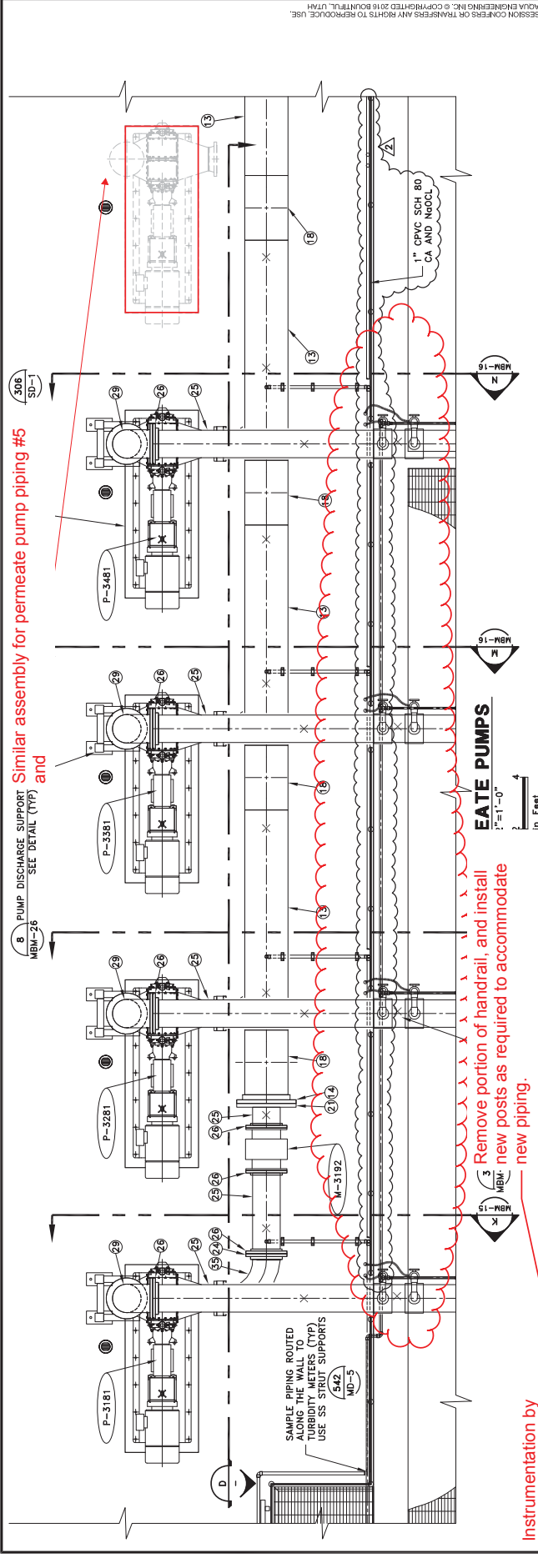
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SALT LAKE CITY, UT 84119  
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**MBM-7**

SHEET

0 1/2 1

DRAWING IS TO SCALE  
IF NOT SPECIFIED  
1" = FULL SCALE  
1/2" = HALF SCALE





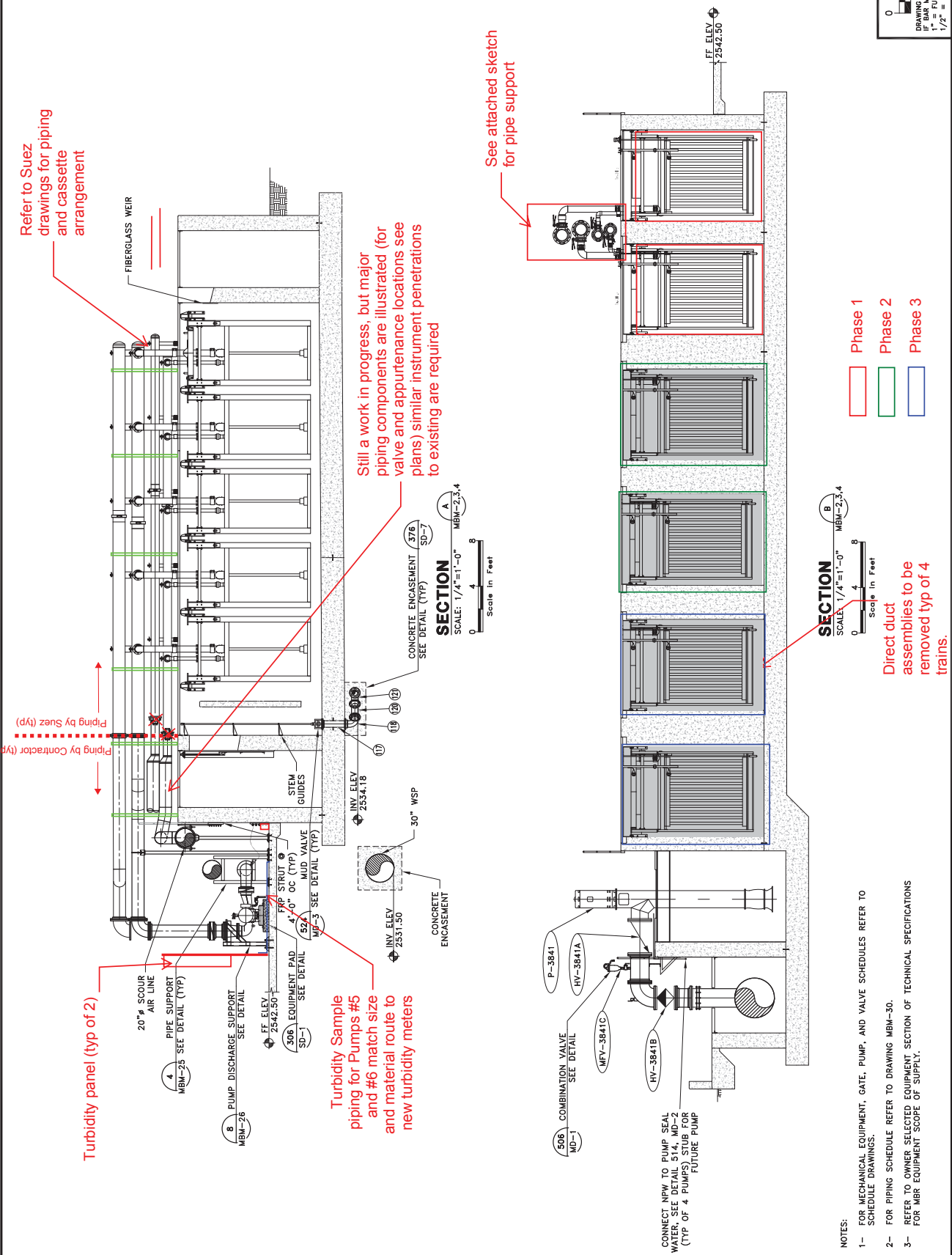
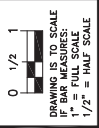
NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	BP	JRL	
REVISIONS				
ORIGINAL				

CITY OF BEAUMONT  
SALT MITIGATION WWT/P UPGRADE  
SALT MEMBRANE BUILDING  
MECHANICAL SECTIONS



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MBM-13  
SHEET



Refer to Suez drawings for piping and cassette arrangement

Still a work in progress, but major piping components are illustrated (for plans) similar instrument penetrations to existing are required

See attached sketch for pipe support

Turbidity panel (typ of 2)

Turbidity Sample piping for Pumps #5 and #6 match size and material route to new turbidity meters

Direct duct assemblies to be removed typ of 4 trains.

- NOTES:
- FOR MECHANICAL EQUIPMENT, GATE, PUMP, AND VALVE SCHEDULES REFER TO SCHEDULE DRAWINGS.
  - FOR PIPING SCHEDULE REFER TO DRAWING MBM-30.
  - REFER TO OWNER SELECTED EQUIPMENT SECTION OF TECHNICAL SPECIFICATIONS FOR MBR EQUIPMENT SCOPE OF SUPPLY.

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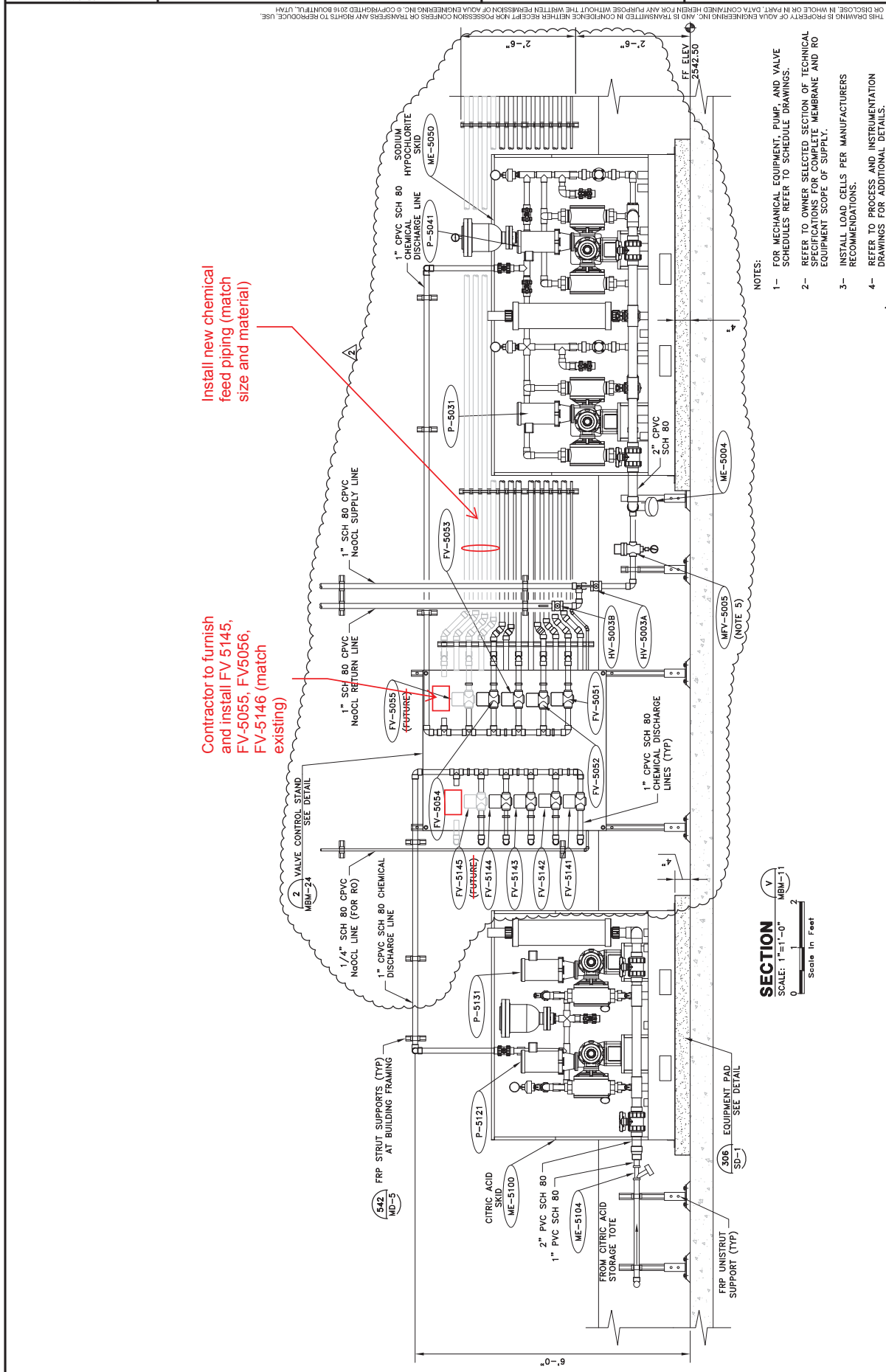
NO.	DATE	DESIGN	CHECKED
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REVISIONS			
1	04/22/19	BP	CAL
2	06/24/19	BP	CAL

CITY OF BEAUMONT  
SALT MITIGATION WWTUP UPGRADE  
SECTIONS  
MEMBRANE BUILDING



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FAX (951) 788-1256  
653 W. 8800 S. SUITE 274 BOUNTIFUL, UT 84010  
PHONE (801) 284-1277 FAX (801) 284-1133

MBM-21  
SHEET



Contractor to furnish and install FV 5145, FV-5055, FV5056, FV-5146 (match existing)

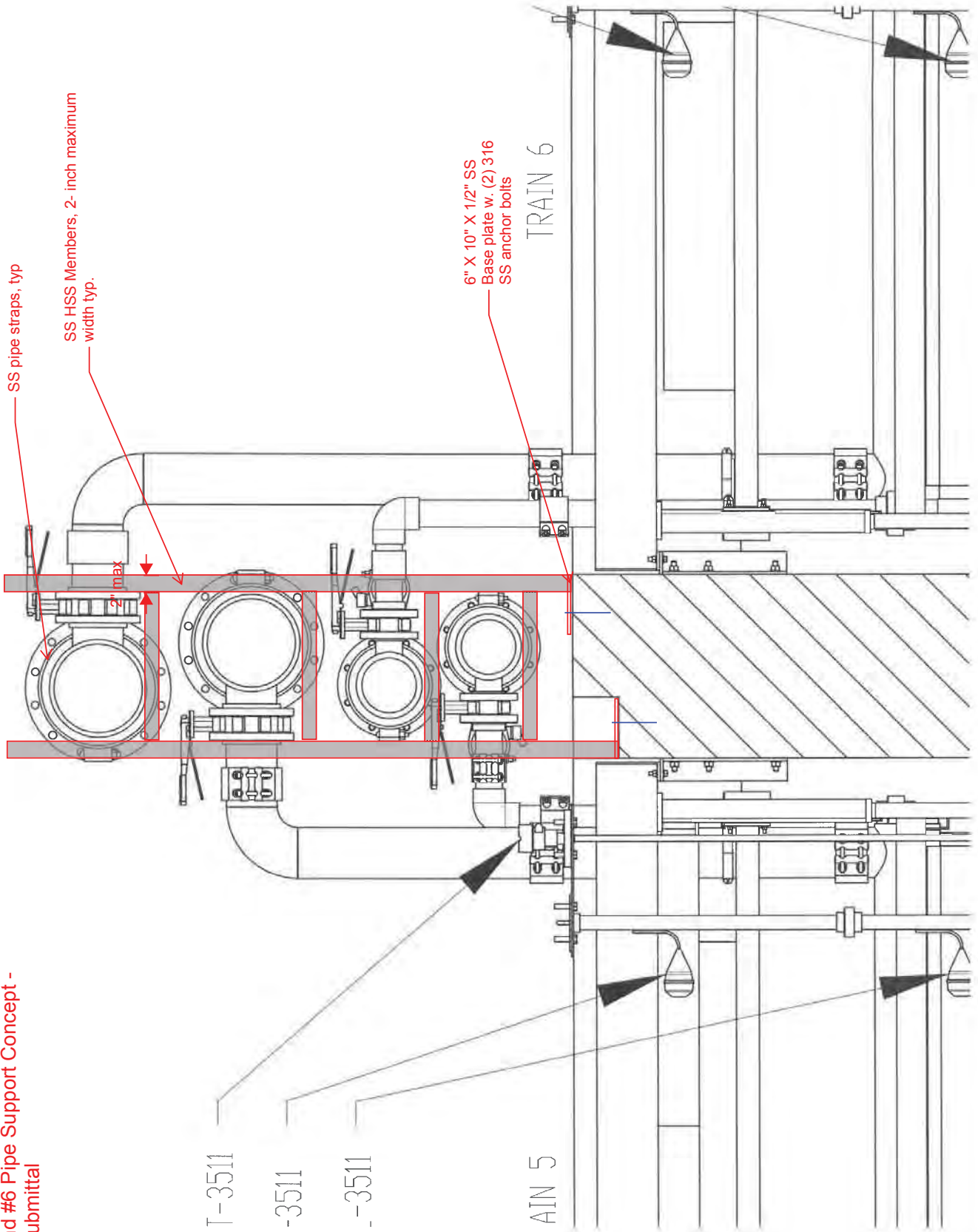
Install new chemical feed piping (match size and material)

- NOTES:
- FOR MECHANICAL EQUIPMENT, PUMP, AND VALVE SCHEDULES REFER TO SCHEDULE DRAWINGS.
  - REFER TO OWNER SELECTED SECTION OF TECHNICAL SPECIFICATIONS FOR COMPLETE MEMBRANE AND RO EQUIPMENT SCOPE OF SUPPLY.
  - INSTALL LOAD CELLS PER MANUFACTURERS RECOMMENDATIONS.
  - REFER TO PROCESS AND INSTRUMENTATION DRAWINGS FOR ADDITIONAL DETAILS.
  - OUTLET PRESSURE SETTING = 5 PSI.

SECTION  
SCALE: 1"=1'-0"  
MBM-21  
Scale in Feet

0 1/2 1  
DRAWING IS TO SCALE  
IF BAR MEASURES:  
1" = FULL SCALE  
1/2" = HALF SCALE

Train #5 and #6 Pipe Support Concept -  
Deferred Submittal





1 2 3 4 5 6 7 8

MMW 317749 - T1U5300 - W/ 120V SOLENOIDS - EQUIPMENT TABLE			
ITEM	QTY.	SAP	DESCRIPTION
1	1	317745	ASSY-T1URRID-FERMA.120VAC.SGL.HACH.T1U5300
2	1	317833	ASSY-FORASSING.PVC.3.00.COLUMN

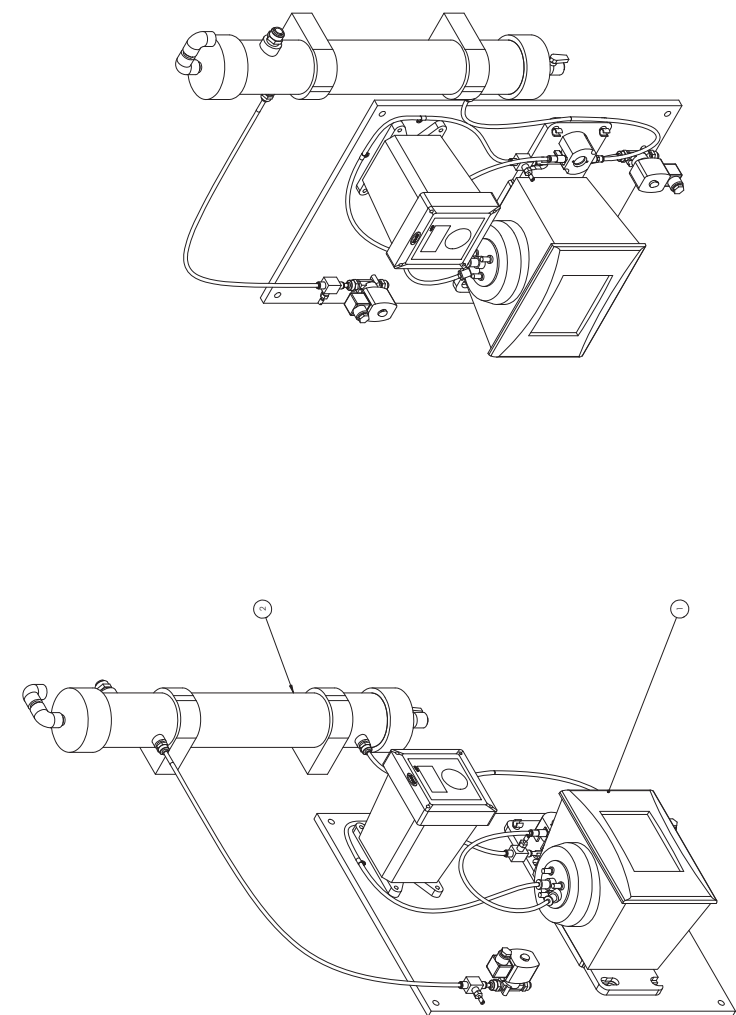
MMW 317830 - T1U5300 - W/ 24V SOLENOIDS - EQUIPMENT TABLE			
ITEM	QTY.	SAP	DESCRIPTION
1	1	317746	ASSY-T1URRID-FERMA.24VDC.SGL.HACH.T1U5300
2	1	317833	ASSY-FORASSING.PVC.3.00.COLUMN

MMW 317831 - T1U5400 - W/ 120V SOLENOIDS - EQUIPMENT TABLE			
ITEM	QTY.	SAP	DESCRIPTION
1	1	317747	ASSY-T1URRID-FERMA.120VAC.SGL.HACH.T1U5400
2	1	317833	ASSY-FORASSING.PVC.3.00.COLUMN

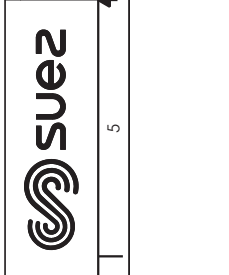
MMW 317832 - T1U5400 - W/ 24V SOLENOIDS - EQUIPMENT TABLE			
ITEM	QTY.	SAP	DESCRIPTION
1	1	317748	ASSY-T1URRID-FERMA.24VDC.SGL.HACH.T1U5400
2	1	317833	ASSY-FORASSING.PVC.3.00.COLUMN



DRAWING NUMBER		1319233	
REVISION	A		
PROJECT NO.	DOC. OWNER	SCALE	SHEET
317749	317830	T1.4	DF-2
317831	317832		
LAST REVISED		02/28/99	

ASSY-TURRID.W/COLUMN.SGL.HACH.T1U5X00

CUSTOMER INFORMATION



ISSUED	BY	DATE	REVISION	DESCRIPTION

TOLERANCES UNLESS NOTED:  
 X DECIMALS  
 XX +/- 0.00  
 XXX +/- 0.000  
 FRACTIONS  
 1/16"

DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.  
 DIMENSIONS IN PARENTHESES ARE IN INCHES.  
 DIMENSIONS IN BRACKETS ARE HOLE DIMENSIONS.  
 DIMENSIONS IN SQUARE BRACKETS ARE HOLE DIMENSIONS.  
 DIMENSIONS IN CIRCLES ARE HOLE DIMENSIONS.  
 DIMENSIONS IN DIAMETERS ARE HOLE DIMENSIONS.  
 DIMENSIONS IN SQUARE BRACKETS ARE HOLE DIMENSIONS.  
 DIMENSIONS IN CIRCLES ARE HOLE DIMENSIONS.  
 DIMENSIONS IN DIAMETERS ARE HOLE DIMENSIONS.  
 DIMENSIONS IN SQUARE BRACKETS ARE HOLE DIMENSIONS.

Item 9.

288



# ERS Series Electric Actuators



## for Chemline ball valves up to 2"

SERIES: ERS20 – 180 in.lb.

VOLTAGES: 115/220 VAC, 12/24 VDC, 24 VAC

ENCLOSURE: Polyamide 6.6  
NEMA 4X



ERS Series on Type 21  
True Union Ball Valve

The Chemline **ERS Series** Electric Actuator is a reversible rotary unit with output torques up to 180 in.-lb. These units are ideal for all Chemline ball valves up to 2". The ERS Series is compact, light weight and has a plastic housing. A large black handle provides manual override and position indicator.

Chemline also offers complete actuated ball, butterfly and diaphragm valves, assembled and bench tested. Actuation service is also available for all quarter-turn metal valves.

## Features

**Special Inspection Labelled by CSA**  
(Canadian Standards Association)

### Approvals and Compliances

- CE
- EAC
- RoHS

### Multiple Operation/Control Options

- 2 & 3-wire
- Adjustable Travel
- Manual Override
- Cold Weather Heater/Thermostat

### Multiple Feedback Options<sup>1</sup>

- Visual
- Feedback Switches

### NEMA 4X Enclosure

- Waterproof, corrosion proof with high impact Polyamide 6.6 housing and stainless steel fasteners

### No Maintenance

- Permanently lubricated gear train
- Designed for 250,000 + cycles

### Thermal Overload Protection

- Thermal switch embedded onto control board

### Extended Operating Temperature Range

- -10 to 60C (15 to 140°F) (standard)

### Irreversible Gearing

- No accidental backing off fully closed position
- No need for supplementary braking

### Multi-Voltage Operation

- 115/220 VAC (standard)<sup>2</sup>
- 12/24 VDC or 12 VAC (optional)<sup>3</sup>

### External DIN Connectors

- No need to open actuator enclosure for wiring
- 2 removeable grommets (standard)
- 2 x 1/2" removeable NPT (optional)

### Standard Mounting Dimensions

- ISO-5211 mounting bolt circle and drive

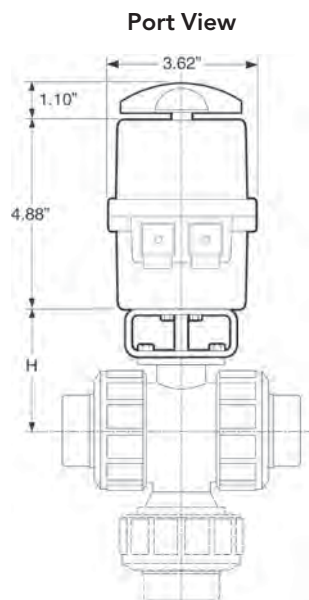
<sup>1</sup>For feedback options, see page 2

<sup>2</sup>Voltage range = 100 to 240 VAC 50/60Hz, 100 to 350 VDC

<sup>3</sup>Voltage range = 15 to 30 VAC 50/60Hz, 12 to 48 VDC

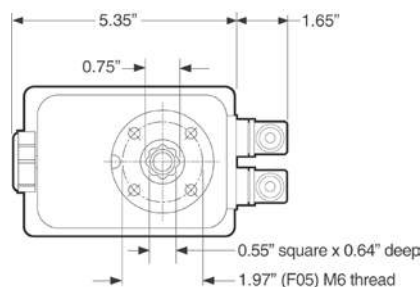
# ERS Series Electric Actuators

## DIMENSIONS INCHES



Type 21 True Union and  
Type 23 Multi Port Ball Valves

## Bottom View



## DIMENSION "H" INCHES

Valve Size	Valve Type	
	Type 21 Ball/Type 23 Multiport Ball	
1/2"	2.76	
3/4"	3.01	
1"	3.29	
1-1/4"	3.64	
1-1/2"	3.98	
2"	4.43	

Valves not to scale. For valve dimensions and parts refer to separate valve data sheets.

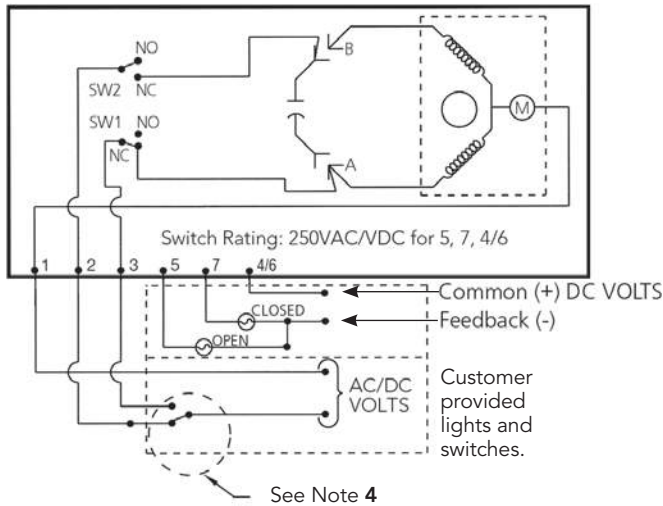
## FEEDBACK OPTIONS

- **Extra Feedback Switches** – For extra end-of-travel position feedback. Rated up to 250VAC/VDC.
- **Feedback Potentiometer** – To feedback the precise valve position to a remote location, or to allow "jogging" control. 1,000 ohms rating.
- **Feedback Transmitter** – A circuit board coupled with a feedback potentiometer provides 4 to 20 mA output used by other equipment (PLC, data logger, etc.). Can be installed as a standalone module. No positioner required.

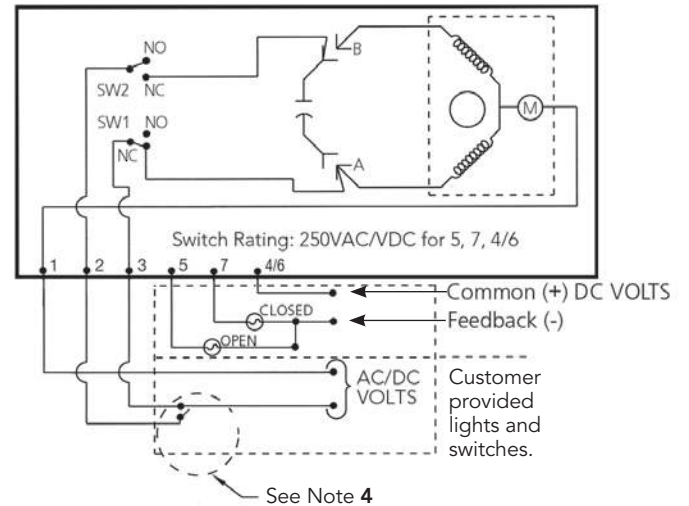




## WIRING, 3-WIRE CONTROL



## WIRING, 2-WIRE CONTROL



### 3-WIRE OPERATION

- Neutral/Negative** – To Terminal 1 (Constant)
- To Open** – Hot/Positive to Terminal 2
- To Close** – Hot/Positive to Terminal 3

### 2-WIRE OPERATION

- Neutral/Negative** – To Terminal 1 (Constant)
- To Open** – Jumper between Terminal 2 and Terminal 3
- To Close** – Hot/Positive to Terminal 3 (Constant)

### NOTES:

1. Actuator shown in counter clockwise extreme of travel, or 'open' position.
2. Motor has a thermal protector as shown by (M) in the diagram.
3. ON-OFF actuator wiring shown. For other versions (Positioning, Failsafe) see operating manual.
4. Each actuator must be powered through its own individual switch contacts to avoid cross feeds.

### SPECIFICATIONS

Model	Running Torques		115 VAC / 220 VAC (x=12)		12 to 24 VDC & 24 VAC (x=346)		Cycle Time/90° (fixed, sec.)	Weight (lbs.)
	(in.-lbs.)	Nm	Power Draw (Watts) <sup>1</sup>	Duty Cycle	Power Draw (Watts) <sup>1</sup>	Duty Cycle		
ERS20	180	20	15W	50%	15W	50%	12	3.0

<sup>1</sup>Power draw values are for actuators with locked rotors.

**Motor Direction** • Reversing

**From:** [Grant Gourley](#)  
**To:** [Phil Waterman](#); [Dan Alcantar](#)  
**Subject:** FW: Beaumont  
**Date:** Monday, December 6, 2021 10:56:37 AM  
**Attachments:** [Beaumont\\_MBR\\_System\\_Modifications.pdf](#)  
[C15\\_Suez-Pre-assembled\\_Turb\\_Panel\\_1319233.pdf](#)  
[508999-WTS-ME-667-1010-DA-001.pdf](#)  
[A06\\_Ejector\\_Assembly\\_Dwg\\_1319243.pdf](#)

---

Please see the below and the attached. This is what I received from the engineering team at Beaumont.

Thank You,

Grant Gourley | Vice President/Division Manager  
 W. M. LYLES CO. | Southern Division  
 42142 Roick Dr. | Temecula, CA 92590  
 O 951-973-7393 | C 951-760-4169  
[www.wmlylesco.com](http://www.wmlylesco.com)

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 Please access the hyperlink below for an important electronic communications disclaimer:  
[http://www.lylesgroup.com/disclaimer\\_wml.html](http://www.lylesgroup.com/disclaimer_wml.html)  
 -----

---

**From:** Boris Petkovic <[boris.petkovic@aquaeing.com](mailto:boris.petkovic@aquaeing.com)>  
**Sent:** Saturday, December 4, 2021 7:07 PM  
**To:** Grant Gourley <[ggourley@wmlylesco.com](mailto:ggourley@wmlylesco.com)>  
**Cc:** Brian Knoll <[brian.knoll@webbassociates.com](mailto:brian.knoll@webbassociates.com)>; Justin Logan <[Justin.Logan@aquaeing.com](mailto:Justin.Logan@aquaeing.com)>;  
 Mark Jeppsen <[mark.jeppsen@skmeng.com](mailto:mark.jeppsen@skmeng.com)>; Thaxton VanBelle <[tvanbelle@beaumontca.gov](mailto:tvanbelle@beaumontca.gov)>;  
 Kristine Day <[kday@beaumontca.gov](mailto:kday@beaumontca.gov)>  
**Subject:** Beaumont

Grant,

Attached are our initial markups for the MBR system modifications (removal, structural and process/mechanical). I believe the attached captures most of the work that will be required and provides a sufficient level of detail to assist in your plant walkthrough and as you prepare the cost proposal. On our end, we still need to clarify a few items and receive additional information from Suez. I tried to note these "gaps" in the attached and hope to get most of them resolved on Monday. Majority of these are related to existing Train 1-4 (potential reuse of pipe supports and scour air piping modifications) and to the operational liquid depths Suez is currently assuming (small potential to impact your scope). Once we get the required information we will provide additional details and/or clarifications. In addition, we will provide markups for the electrical portion of work on Monday as well. I also attached the current GA drawings from Suez for trains #5 and #6 for reference.

We will continue to fine tune the design and add details in the following days. However, if there is

anything you need in the meantime (information and/or details) as you are preparing your proposal please let me know.

Finally, there are a few items that need to be field verified. I will send a list to Brian Knoll tomorrow and I will copy you on it.

Thanks.

Regards,

**Boris Petkovic, PE**  
Project Engineer

AQUA Engineering  
533 W 2600 S Suite 275, Bountiful, UT 84010  
C: 801.386.1502 | D: 801.683.3734  
O: 801.299.1327 | F: 801.299.0153

[aquaeng.com](http://aquaeng.com)

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From: Grant Gourley  
 To: Phil Walzman; Dan Alcantar  
 Subject: FW: Beaumont MBR  
 Date: Monday, December 6, 2021 10:54:11 AM  
 Attachments: [imgap007.png](#)  
[imgap008.png](#)  
[LPS Series ElectricActuator 10.25.2021\\_email.pdf](#)

Please see the email below regarding the panel mods needed for the added chemical valves. I also attached the actuator we will be purchasing with these valves. There will be 4 of them.

Thank You,

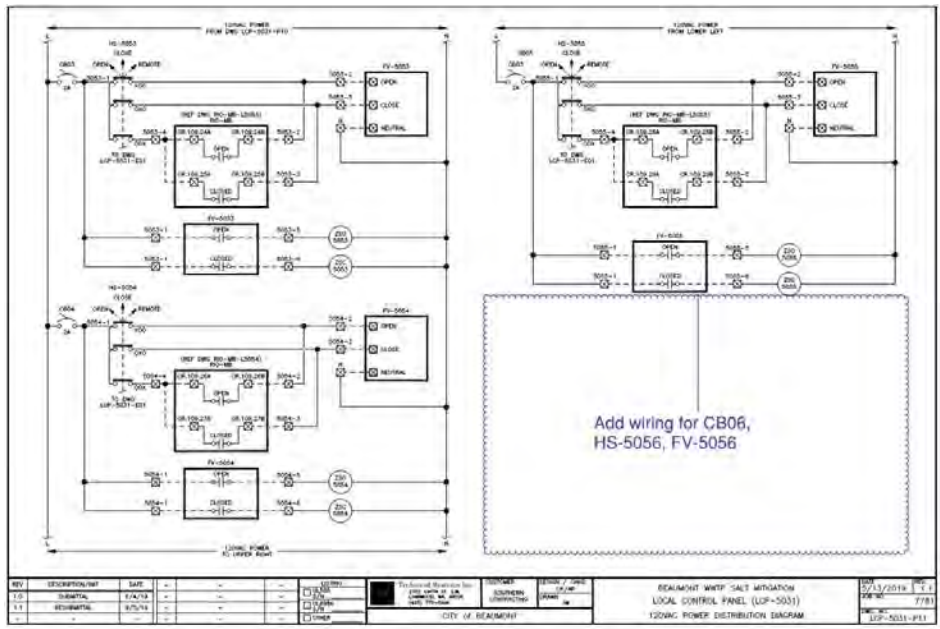
Grant Gourley | Vice President/Division Manager  
 W. M. LYLES CO. | Southern Division  
 42142 Roick Dr. | Temecula, CA 92590  
 O 951-973-7393 | C 951-760-4169  
 www.wmlylesco.com

Please access the hyperlink below for an important electronic communications disclaimer:  
[http://www.lylesgroup.com/disclaimer\\_wml.html](http://www.lylesgroup.com/disclaimer_wml.html)

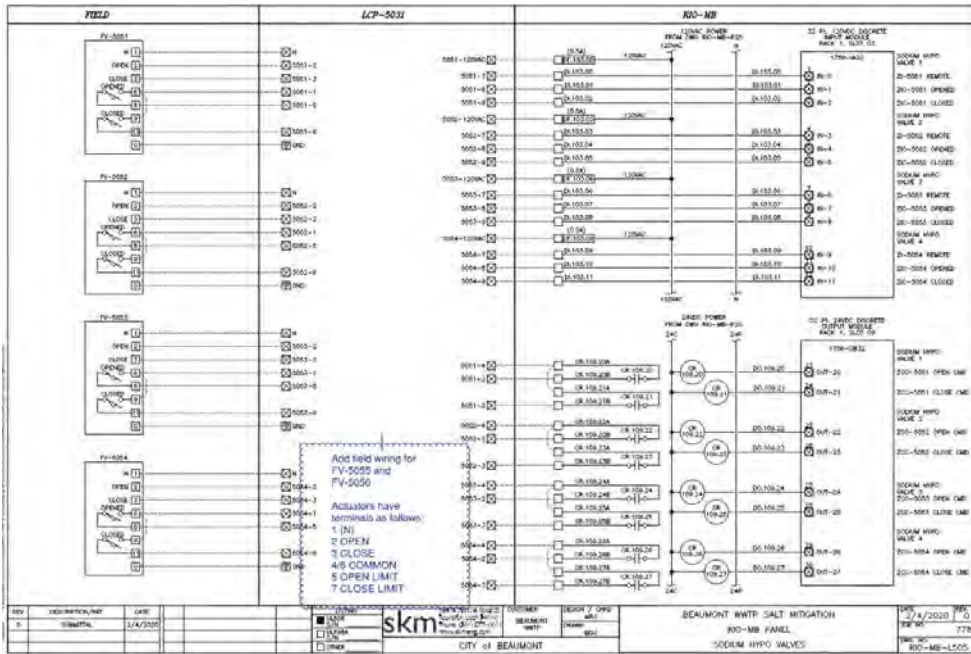
From: Boris Petkovic <boris.petkovic@aquang.com>  
 Sent: Sunday, December 5, 2021 5:07 PM  
 To: Grant Gourley <ggourley@wmlylesco.com>  
 Cc: Mark Jeppsen <mark.jeppsen@skmgem.com>; Brian Knoll <brian.knoll@webbassociates.com>; Justin Logan <Justin.Logan@aquang.com>  
 Subject: RE: Beaumont MBR

Grant,  
 The proposed valves and actuators are acceptable. However, while it is not specifically stated in the original description by Fibracast, the two new valves for the Sodium Hypo service (FV-5055 and FV-5056) should include the vented ball option. In addition, please see below for additional modifications that need to be made:

LCP-5031 needs to be updated by Southern to have the wiring and relays for train 6 as shown here:



The field wiring would be updated on the loop drawing as follows:



We would repeat this for the LCP-5121 and valves FV-5145 and 5146 for the Citric Acid system.

Please let me know if you have any questions. Thanks.  
Regards,

**Boris Petkovic, PE**  
Project Engineer  
AQUA Engineering  
533 W 2600 S Suite 275, Bountiful, UT 84010  
C: 801.386.1502 | D: 801.683.3734  
O: 801.299.1327 | F: 801.299.0153  
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**From:** Grant Gourley <ggourley@wmlylesc.com>  
**Sent:** Friday, December 3, 2021 5:48 PM  
**To:** Boris Petkovic <boris.petkovic@aquang.com>  
**Cc:** Mark Jeppsen <mark.jeppsen@skmg.com>; Brian Knoll <brian.knoll@webbassociates.com>; Justin Logan <Justin.Logan@aquang.com>  
**Subject:** RE: Beaumont MBR

Boris,

The Chemical Feed Flow Actuated Ball Valves changed just a bit. Chemline discontinued the original valve models but provided me with pricing and cut sheets for their new comparable valves. They have 14 actuators in stock so I wanted to see if you can review the attached early next week and make sure these valves and actuators are acceptable to order. My quick review it seems all the materials match the original valves we provided. It is just new model numbers and higher torque ratings.

Please let me know if these are acceptable to procure so I can get them on hold for our project.

Talk Soon,

Grant Gourley | Vice President/Division Manager  
W. M. LYLES CO. | Southern Division  
42142 Roick Dr. | Temecula, CA 92590  
O 951-973-7393 | C 951-760-4169  
[www.wmlylesc.com](http://www.wmlylesc.com)

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[http://www.lylesgroup.com/disclaimer\\_wml.html](http://www.lylesgroup.com/disclaimer_wml.html)

**From:** Boris Petkovic <boris.petkovic@aquang.com>  
**Sent:** Thursday, December 2, 2021 5:40 PM  
**To:** Grant Gourley <ggourley@wmlylesc.com>  
**Cc:** Justin Logan <justin.logan@aquang.com>; Thaxton VanBelle <vanbelle@beaumontca.gov>; Kristine Day <kday@beaumontca.gov>; Brian Knoll <brian.knoll@webbassociates.com>; Mark Jeppsen <mark.jeppsen@skmg.com>  
**Subject:** Beaumont MBR

Grant,

We identified another item that is not included in Suez's scope and may potentially have a longer lead time. These are the chemical feed flow actuated ball valves originally provided by Fibracast. Below is a description taken from the Fibracast BOM and attached is the submittal cut sheet. We need a total of 4 of these valves with tag numbers FV-5055, -5056 and FV-5145 and -5146. I also attached a marked up construction drawing for reference. Please let me know if you have any questions. Thanks.

Regards,

FV-5051 FV-5052 FV-5053 FV-5054	FVC Ball Valve, c/w Electric Actuator	1" Type 21 True Union Ball Valve, PVC Body and shaft, teflon seats, Viton O-Rings, c/w Q-Series Premier Reversible Electric Actuator, 115/230VAC, 50/60Hz, IP66 PA 6.6 enclosure, 2 feedback limit switches	Chemline	21A005VC c/w 21005-ERS20.12	1	in	6
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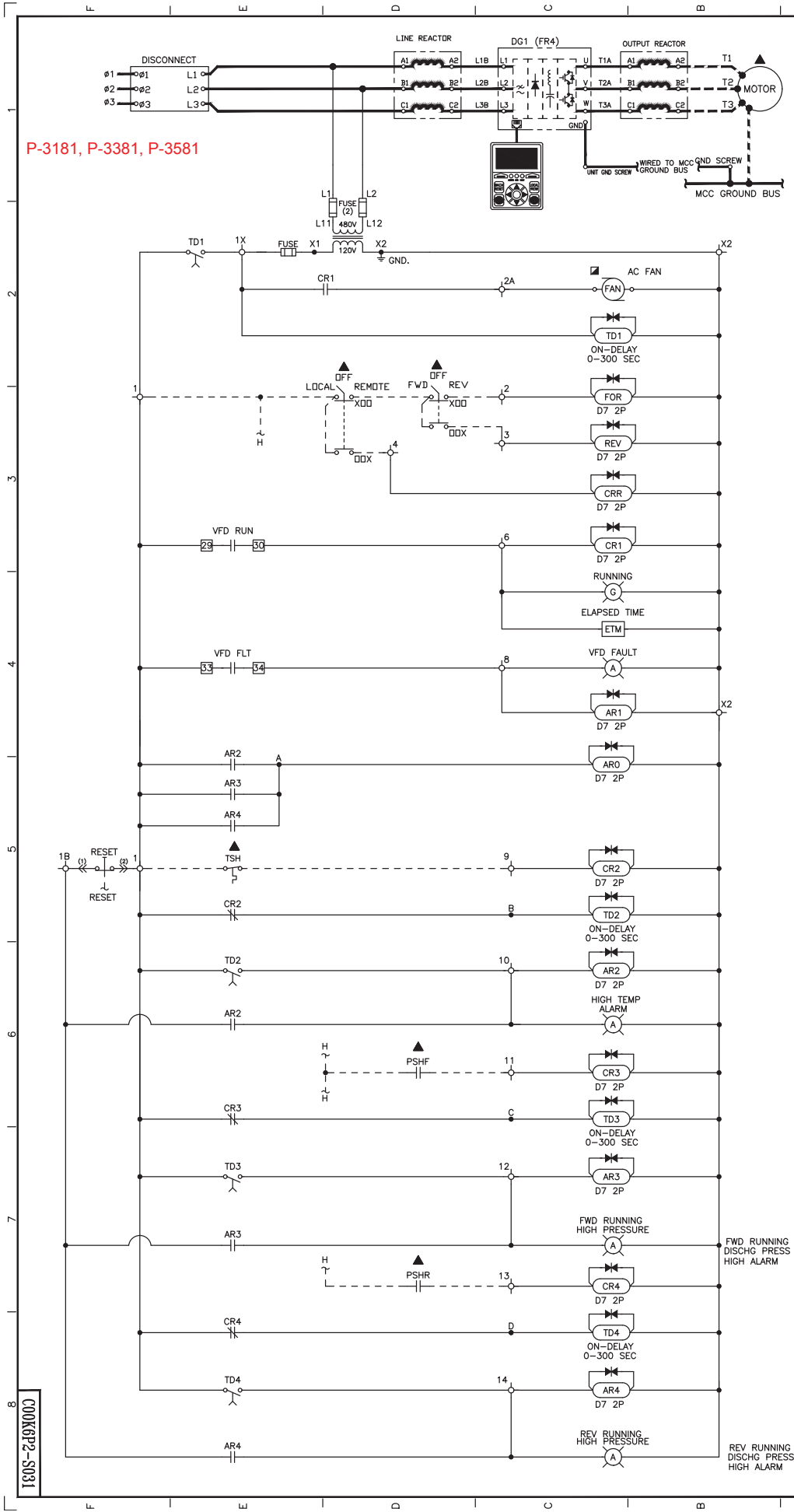
**Boris Petkovic, PE**  
Project Engineer  
AQUA Engineering  
533 W 2600 S Suite 275, Bountiful, UT 84010  
C: 801.386.1502 | D: 801.683.3734

O: 801.299.1327 | F: 801.299.0153  
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Item 9.

P-3181, P-3381, P-3581



<p><b>FACON</b></p> <p>THE INFORMATION ON THIS DRAWING WAS CREATED BY FACON CORPORATION. IT WAS DISCUSSED IN CONFERENCE AND IT IS ONLY TO BE USED FOR THE PURPOSE FOR WHICH IT WAS SUPPLIED.</p>		
DTR	DATE	08/07/19
NG	DATE	08/07/19
APPD	DATE	08/07/19
FAY	DATE	08/07/19
APPD	DATE	08/07/19
TITLE		DG1 FR4 DRIVE W/ LINE & OUTPUT REACTOR
TYPE		FREEDOM 2100
G.O.		M/A0009343
DWG		C00K6P2-S031
SHEET		1 OF 3
REVISION		5
FEDERAL ID NO		CF
PRODUCT CODE		CF
REVISION		5
REVISION		2
REVISION		3
REVISION		4
REVISION		5
REVISION		6
REVISION		7
REVISION		8
REVISION		9
REVISION		10
REVISION		11
REVISION		12
REVISION		13
REVISION		14

RELEASE FOR MANUFACTURING 08/02/19

REVISED SHT 3 VIEWPORT 08/23/19

REVISION FOR PD2

MANUFACTURING 08/30/19

CHANGES TO CONNECTION TO MATCH SCHEM. 9/27/19 PD2

C00K6P2-S031

REV RUNNING DISCHG PRESS HIGH ALARM







## QUOTE #2112029

**Date: December 9, 2021**

**Project Name: City of Beaumont - CA**

**Representative: Southwest Valve / Kelly Brians / 714-832-1090**

We are pleased to offer for your consideration the following equipment for this project.

Quantities and descriptions listed in this quotation were based on the following:

**Hydro Gate Drawing 2434453-10.**

Please note these prices are based on receiving the entire order. Adjustments to item quantities or specifications may alter the pricing.

- Prices and lead times quoted are firm for acceptance within 30 days of the bid date and apply to this quotation only, subject to attached Terms & Conditions. Prices do not include sales or use tax. If this proposal is not accepted within 30 days after bid, Hydro Gate reserves the right to re-quote and price escalation may be necessary.

The equipment we have quoted meets or exceeds the specifications with the following clarifications:

**NOTE: We have received no addendums for this project.**

1. If awarded to Hydro Gate, we will need to be supplied with a full set of plans and specifications.
2. Prices do not include third party inspection services of gates and equipment unless specifically required by specifications that supplier (Hydro Gate) be responsible for cost of these inspections.
3. Hydro Gate will provide digital copies of all relevant Operation and Maintenance manuals. Contact Hydro Gate should custom manuals be required.
4. Please note these prices are based on receiving the entire order. Adjustments to item quantities or specifications may alter the pricing.
5. Prices do not include taxes.
6. Non-machined, submerged ferrous surfaces to be blast cleaned and painted with 2 shop coats of manufacturer's standard epoxy paint.
7. This quotation reflects our policy of sourcing raw materials in the most cost effective manner. Any requirement for specific U.S content shall require a revised quotation.

8. Prices do not include installation of gates and equipment or lubricants for stems, gear units and bearings.
9. Mastic, grout, gaskets and epoxy capsules for anchors not by Hydro Gate.
10. Upon placing an order with Hydro Gate, buyer must ensure that the approval of equipment be provided to Hydro Gate within 30 days of receiving submittals. Failure to do so may result in an increase of price in relation to market fluctuation of raw material costs.
11. The equipment quoted for this project includes electric motor actuators. Actuator controls cannot be adjusted or preset at the factory. Complete instructions for proper setting of components are included with the unit when shipped. This quotation does not include any field service to adjust electric actuators and lubricate equipment unless specifically required by project specification. If a factory technician is preferred, field service rates that are in effect at time service is required shall apply. Contact Hydro Gate with a purchase order if this service is required.
12. **Please address all Purchase Orders to Henry Pratt Company, LLC 12000 East 47th Ave., Suite 200, Denver, CO 80239.**
13. **Purchase Orders can be sent via email to [HydroGateorders@muellerwp.com](mailto:HydroGateorders@muellerwp.com). Purchase Orders must include Hydro Gate Quote number reference.**
14. Hydro Gate Standard Terms and Conditions of Sale apply to this quotation and can be found at [www.hydrogate.com/support](http://www.hydrogate.com/support).
15. Field service not included. If field service is needed, a charge of \$1,500.00 will be made for each trip, plus \$1,250.00 for each day including any holidays, weekends or other layovers made at the convenience of the contractor or engineer.

**Quotation Number:** 2112029

**Item Number :** 01  
**Qty/Size :** 2 – 48" x 66"  
**Gate :** Fabricated Weir Gate with Aluminum frame and slide, stainless steel fasteners and mounting bolts. Self-contained frame, polymer bearing bars in guide grooves and rubber "j" seals, downward opening slide.  
**Mounting :** Stainless steel anchor bolts.  
**Lift :** Pedestal mounted electric actuator for 460 Volt, 3-Phase, 60 hertz power, local electrical control station. Type 304 stainless steel stem and plastic stem cover with mylar position indicator.  
**Frame Height :** 9.92' (from centerline)  
**Gate Ship :** 10-12 weeks after drawing and credit approval.  
**Actuator Ship:** 12-14 weeks after drawing and credit approval.  
**Price Each :** \$ 11,720.00 ea

**Item Number :** 02  
**Misc. :** Field Service trip Charge for a total of 1 trip and 1 day. If additional field service is required, please contact Hydro Gate for pricing adjustment.  
**\$2,750.00**

**Total price for items listed above:** \$ 25,540.00

The delivery lead times are based on stock inventory at the time of quotation. Stock quantities and quoted delivery times must be re-evaluated and verified at time of order and/or time of release to manufacturing.

Please see notes 1 through 15 in this quotation.

Quotation No.: 2112029

**FREIGHT:**

F.O.B. shipping point, full freight allowed. Seller will pay freight charges for standard shipments. Additional freight cost incurred to comply with buyer's special requirements will be added to the invoice.

**FIELD SERVICE:**

Hydro Gate will make every effort to provide a representative to meet your schedule, but due to conflicting requirements a request should be made no later than fourteen (14) days before a representative is required. Where previous commitments have been made, some flexibility in your schedule should be anticipated. All field service trips will require a written confirmation prior to arriving at the site.

**DRAWINGS:**

Submittal drawing lead time is 3 to 5 weeks after receipt of your written purchase order.

Thank you for your interest in our product. If any questions arise regarding this quotation, please contact Hydro Gate.



**David Lowe**

Hydro Gate® Specialty Products Engineer

12000 E. 47th Avenue - Suite 200 Denver, CO 80239

office: 303.253.6949 | [muellerwp.com](http://muellerwp.com)



# ALLIED STEEL CO., INC.

Structural Steel & Misc. Metals Fabricators & Erectors



AISC  
CERTIFIED  
FABRICATOR  
& ERECTOR

December 10, 2021

W.M. Lyles Company  
42142 Roick Dr.  
Temecula, CA 92590

Attn: Grant Gourley

Re: Beaumont Salt Mitigation WWTP Upgrade

Subject: Membrane Building Grating

This letter will confirm our quote to furnish, fabricate, and deliver F.O.B. jobsite (6) anodized aluminum grating areas with supports per drawing MBS-10 for the above referenced project. Our quote includes all the bolts, anchors and engineer stamps for the grating.

Our price to do this work is **\$230,000.00** tax included.

Please provide Allied Steel a change order if you would like us to proceed.

Sincerely,

Alex Majano

Digitally signed by Alex  
Majano  
DN: cn=US,  
o=Allied Steel Co., Inc.,  
ou=Project Manager,  
c=Alex Majano

Alex Majano  
Project Manager





**PIPE FABRICATORS**  
10757 FREMONT AVE  
ONTARIO CA, 91762

PHONE# 909 465-0840

FAX# 909 465-0943

TO: WMLYLES CO.  
FROM: MIKE LEVACY

ATTN: GRANT  
DATE: 12-13-21

**QUOTE # 21-047**

**CITY OF BEAUMONT SALT MITIGATION WWTP UPGRADE**  
10", 12" & 20" 304L SS SCH 10S FABRICATION PER SHOP DRAWINGS

- |                             |   |
|-----------------------------|---|
| 1) MSA-200-C                | 20" X 20'-2 3/8" FLG X FLG HEADER W/2 12" 90 DEG BENDS FLG'D  |
| 2) MSA-203-A, MSA-204-A     | 12" X 5'-0" ROLLER GROOVE X ROLLER GROOVE                     |
| 1) MPET-100-B               | 12" FLG X FLG 90 W/1" CPLG                                    |
| 1) MPET-100-B               | 20" X 12" RED TEE X 12" 90 DEG BEND W/1" CPLG FLG X FLG X FLG |
| 2) MPET-3381-A, MPET-3481-A | 12" X 1'-1 7/8" ROLLER GROOVE X ROLLER GROOVE                 |
| 2) MPET-3381-B, MPET-3481-B | 12" X 4'-1 13/16" ROLLER GROOVE X ROLLER GROOVE W/2 CPLGS     |
| 2) MPET-3381-C, MPET-3481-C | 12" X 10" RED 90 1'-1 5/8" X 1'-10"                           |
| 2 MPET-101-A, MPET-102-A    | 12" X 10" CON RED X 24" W/CPLG                                |
| 2) MPET-101-B, MPET-102-B   | 12" X 1'-8" X 6'-4 15/16" FLG X ROLLER GROOVE 90 DEG BEND     |
| 2) MPET-101-C, MPET-102-C   | 12" X 13'-7 1/4" ROLLER GROOVE X ROLLER GROOVE W/2 CPLGS      |
| 2) MPET-100-D, MPET-100-D   | 20" X 7'-10 9/16" FLG X FLG SPOOL                             |

**TOTAL = \$ 115,857.00 + TAX**

**NOT AIS MATERIAL**  
**PICKLE & PASSIVATION INCLUDED**

- NOTES:**  
HARNESS RODS NOT INCLUDED  
VALVES NOT INCLUDED  
TAX NOT INCLUDED  
PIPE SUPPORTS NOT INCLUDED  
NUT/BOLTS GASKETS NOT INCLUDED  
 DELIVERY INCLUDED  
 DRAWINGS INCLUDED  
 TERMS NET 30 DAYS



## Staff Report

**TO:** City Council

**FROM:** Carole Kendrick, Planning Manager

**DATE:** December 21, 2021

**SUBJECT:** **Consideration of PLAN2021-0665, Related to the Conceptual Park Design of Planning Area 21B of the Fairway Canyon Development (Assessor Parcel Number: Portion of 413-790-010 and -057) Located in the Oak Valley and SCPGA Golf Course Specific Plan, North of San Timoteo Canyon Road, West of Tukwet Canyon Parkway**

---

### Background and Analysis:

The Oak Valley SCPGA Specific Plan No. 318 encompassing 1,747.9 acres allowing 4,355 dwelling units was adopted by the County of Riverside on August 14, 2001. The property was annexed into the City of Beaumont on April 9, 2003, by the Local Agency Formation Commission (LAFCO) by LAFCO 2002-43-5. The Oak Valley SCPGA Specific Plan includes the developments of Fairway Canyon and Tournament Hills. The subject property is located within the Fairway Canyon portion of the specific plan.

On September 21, 2021, City Council approved a partial assignment and assumption of the development agreement for Meritage Homes regarding Planning Areas 18A, 18B, 20A1, 20A2, 20B1, 20B2, 20C1, 20C2, 21B, 22A, 22B, 22C, and 22D, which are shown in Attachment C in the green and blue areas. In addition, the partial assignment and assumption of the development agreement refers back to the park agreement that was presented to City Council on September 7, 2021. The agreement provided that the developer will offer to dedicate PA 21B park to the City subject to City Council acceptance and that it has paid prevailing wages and will warrant Mickelson Park and PA 21B park for one year.

On December 7, 2021, City Council approved Tentative Parcel Map 38090 for finance and conveyance purposes. The proposed park site is located on Parcel 7 of Tentative Parcel Map No. 38090 (Attachment B).

The conceptual design for the park has been provided to City staff for comment under PLAN2021-0665 on September 27, 2021. Staff from Public Works, Planning, Building,



Community Services and the Assistant City Manager met with the applicant on October 13, 2021. Comments were provided to the applicant following the meeting and a revised conceptual plan was resubmitted on November 9, 2021.

The updated design for the 6.82-acre park includes a 75 by 110-yard soccer field, two (2) pickle ball courts, a covered tot lot, a restroom building, shade structures and 31 on-site parking spaces. The park fronts onto Sorenstam Drive to the north and west and will be adjacent to future single family lots in Tentative Tract Map No. 31462-21 to the south and east. The conceptual plan is provided as Attachment A to this staff report for discussion and direction.

**Fiscal Impact:**

Cost to prepare this report and associated documents is approximately \$300. A preliminary review fee of \$907.92 was received for this review.

**Recommended Action:**

Hold discussion and provide direction on the conceptual park design of Planning Area 21B of the Fairway Canyon development.

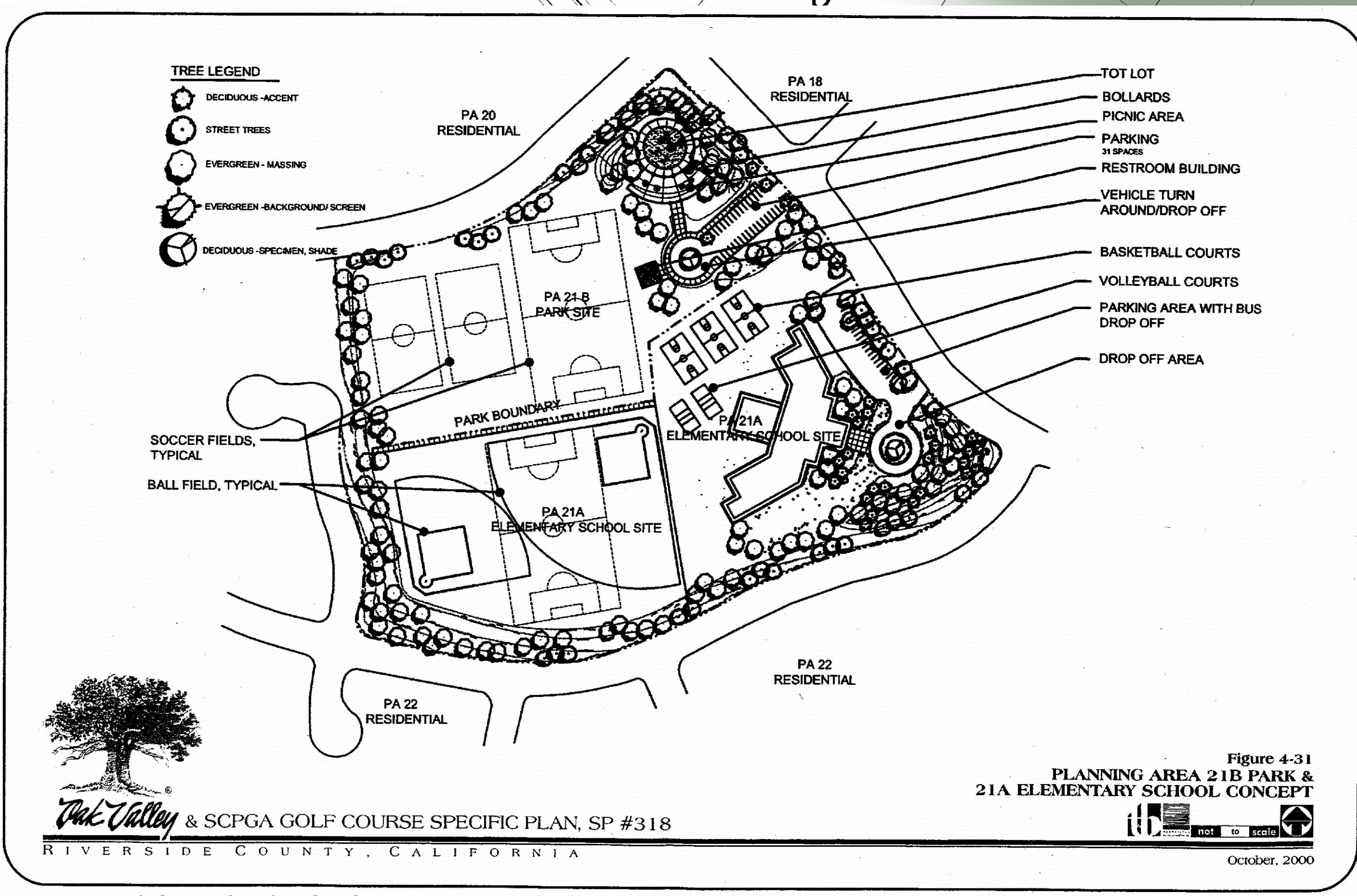
**Attachments:**

- A. Conceptual Park Plan PA21B
- B. Tentative Parcel Map No. 38090
- C. Fairway Canyon Phase 4 Exhibit
- D. Aerial Photograph

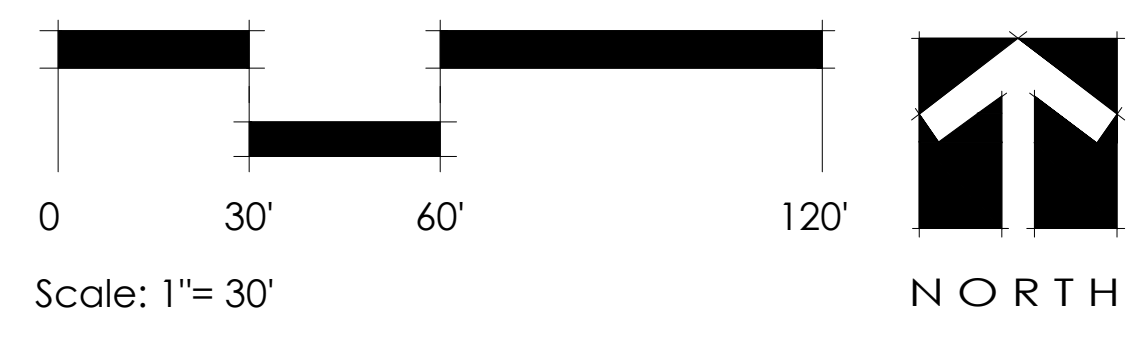
**Incorporated herein by Reference:**

- City of Beaumont General Plan
- City of Beaumont Zoning Ordinance
- Project Site's Riverside Conservation Authority Multi-Species Habitat Conservation Plan Informational Map
- Contents of City of Beaumont Planning Department Project File PLAN2021-0665, Partial Assignment & Assumption of Development Agreement (PLAN2021-0625) Tentative Tract Map No. 31462, Tentative Parcel Map No. 38090 (PM2021-0008), LAFCO 2002-43-5, 02-ANX-02, Development Agreement dated November 18, 2003, Oak Valley SCPGA Specific Plan 318 and Environmental Impact Report 418.





FAIRWAY CANYON PA21B - PARK SCHEMATIC DESIGN







CARROTWOOD TREE



SOUTHERN MAGNOLIA



CRAPE MYRTLE



SYCAMORE



SOUTHERN LIVE OAK



PURPLE LEAF PLUM



BRISBANE BOX



MEXICAN BUSH SAGE



EUONYMUS



TOYON



BOXWOOD



UPRIGHT ROSEMARY



LAVENDER



FORTNIGHT LILY



COAST ROSEMARY



SILVERBERRY



DAYLILY



RED YUCCA



BLUE OAT GRASS



REGAL MIST GRASS



LANTANA



GROUNDCOVER ROSE



MYOPORUM



BLUE CHALK STICKS



COYOTE BRUSH

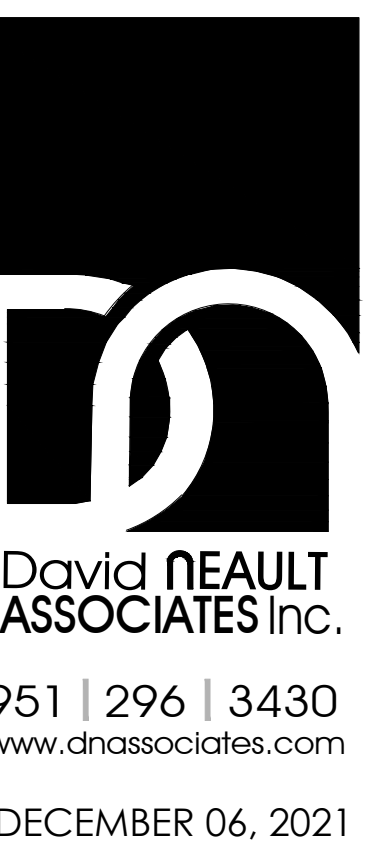
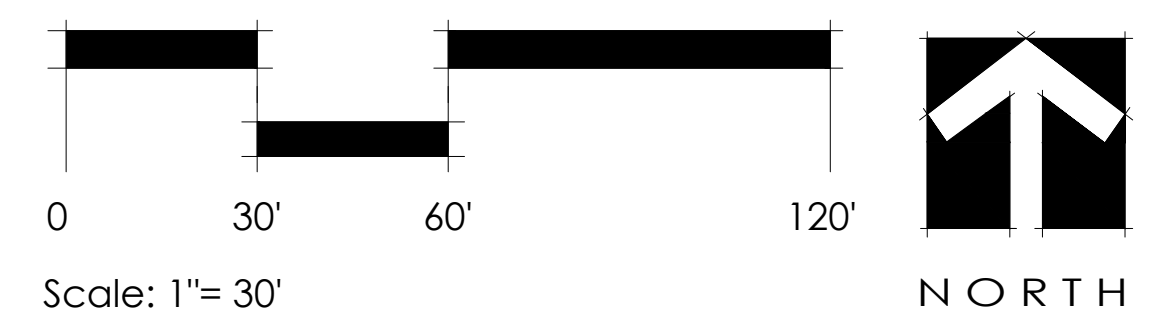


GAZANIA



PROSTRATE ROSEMARY

# FAIRWAY CANYON PA21B - PARK PLANT PALETTE







- # NUMBER OF DWELLING UNITS
- PHASE 4A - ±111.6 AC
- PHASE 4B - ±107.9 AC
- PHASE 4C - ±105.0 AC

PROPOSED DESIGN			
P.A.	LOT/PAD SIZE	# OF LOTS	ACREAGE
25A	47'X80'	126	22.07 AC GROSS
26A	45'X100'	167	33.17 AC GROSS
26B	50'X100'	101	20.80 AC GROSS
25B	55'X90'	73	13.67 AC GROSS
25C	N/A	N/A	13.05 AC GROSS
SUBTOTAL		467	
18A	55'X100'	77	
18B	50'X100'	111	
22A	60'X100'	67	
22B	60'X100'	55	
22C	55'X100'	55	
22D	55'X100'	54	
SUBTOTAL		419	
20A1	60'X100'	69	
20A2	60'X100'	60	
20B1	45'X100'	66	
20B2	45'X100'	55	
20C1	65'X100'	81	
20C2	65'X100'	98	
SUBTOTAL		429	
TOTAL		1315	

Phase 4B and 4C is Meritage Purchase



SCALE: 1" = 700'

# FAIRWAY CANYON PHASE 4

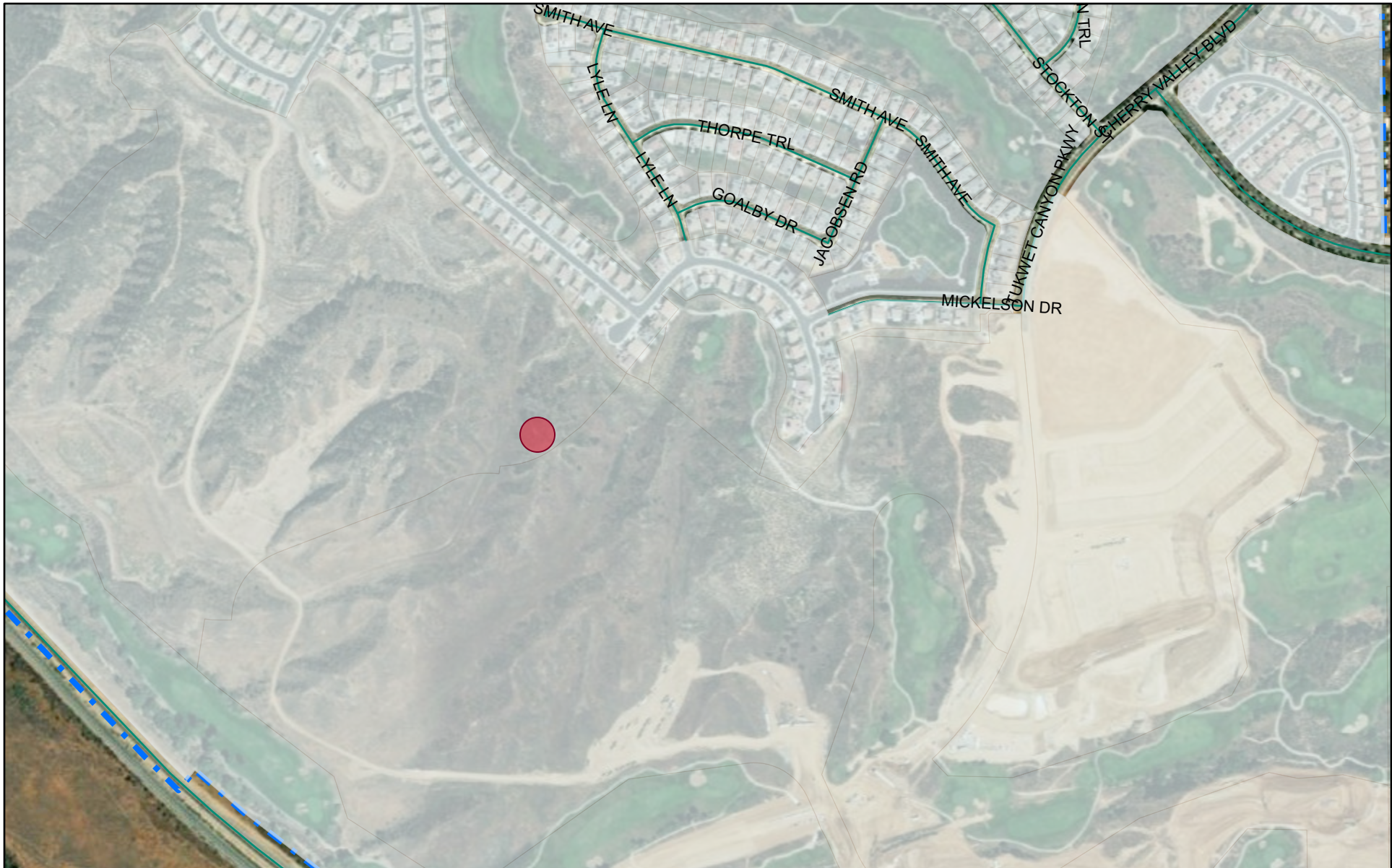
**PROACTIVE ENGINEERING WEST, INC.**  
 25109 JEFFERSON AVE. SUITE 200  
 MURRIETA, CA 92562  
 951-200-6840

**PROACTIVE ENGINEERING WEST**  
 DATE: 03/14/2019



# Aerial Photograph

Item 10.



12/8/2021, 10:18:20 AM

Zoning



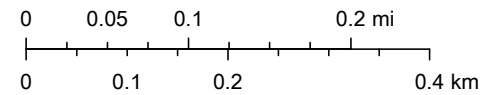
Street Labels

Specific Plan



City Boundary

1:9,028



San Bernardino County, Maxar



## Staff Report

**TO:** City Council  
**FROM:** Jeff Hart, Public Works Director  
**DATE:** December 21, 2021  
**SUBJECT:** **FY20/21 Street Projects Summary and Construction Update**

---

### Background and Analysis:

#### FY20/21 Street Projects Update:

The FY20/21 Street Projects includes Annual Citywide Street Rehabilitation and Maintenance FY20/21 Project (CIP R-03 and R-04) and the 2021 Mid-Year Street Enhancement Project (CIP R-05 and CIP R-06). A Notice to Proceed (NTP) was issued to All American Asphalt (AAA) on November 8, 2021. In-field construction commenced on November 15, 2021.

Recent project milestones include:

- Construction mobilization,
- Construction notifications and flyers,
- Material submittals and approval,
- Completed “digouts” at the Stetson community (refer to figure 1),
- Started “digouts” at the Seneca Springs community (refer to figure 2), and
- Field verified curb ramps to be removed and replaced.

Remaining project milestones include:

- Complete “digouts,”
- Demolition and reconstruction of curb ramps,
- Slurry seal placement,
- ARAM placement,
- Mill and overlay, and
- Signing and striping.





Figure 1- Stetson Community



Figure 2- Seneca Springs (Partial)



Project Accounting Update:

AAA has not provided any invoices at the time of preparation of this staff report.

The following table is an overview of project funding available:

<b>Project Funding Summary</b>	
R-04 SB1	\$1,405,724.00
R-03 Measure A	\$2,141,201.00
R-05 Carry over	\$225,870.00
R-06 General Fund	\$2,000,000.00
<b>Total Project Funding</b>	<b>\$5,772,795.00</b>

The following table is an overview the project accounting summary:

<b>Project Accounting Summary</b>			
<b>Project Components</b>	<b>Budget Amount</b>	<b>Paid to Date</b>	<b>Remaining</b>
Project Management			
Project Contingency			
Preliminary Services			
Preliminary Services Contingency			
Environmental			
Environmental Contingency			
Design			
Design Contingency			
Construction	\$5,296,803.32		\$5,296,803.32
Construction Contingency	\$475,991.68		\$475,991.68
Construction Management			
Construction Management Contingency			
Permits			
Equipment			
Misc.			
<b>Project Summary Totals</b>	<b>\$5,772,795.00</b>	<b>\$0.00</b>	<b>\$5,772,795.00</b>

**Fiscal Impact:**

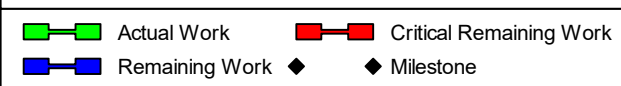
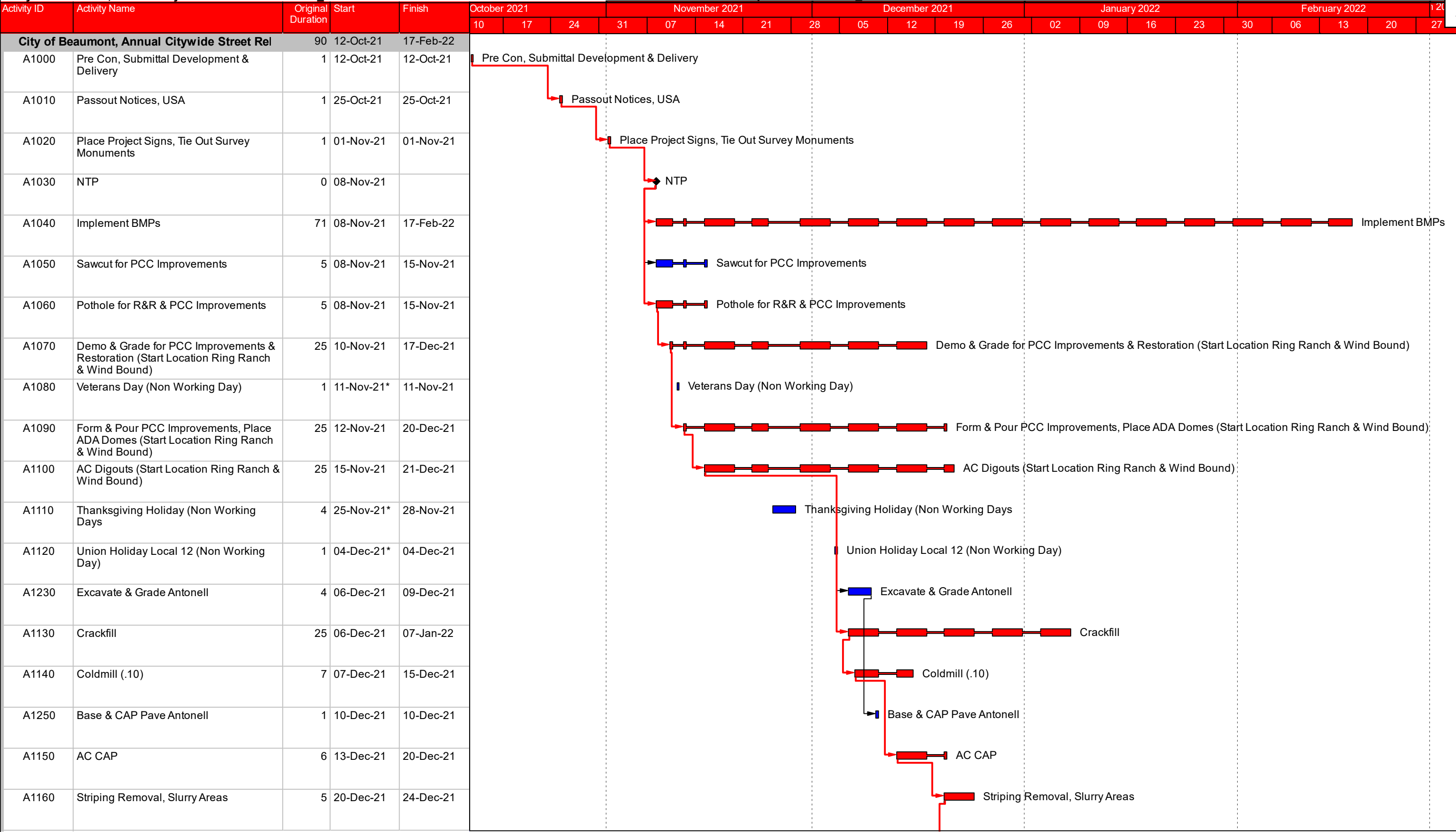
The cost of preparing the staff report is estimated to be \$350.

**Recommended Action:**

Receive and file the FY20/21 Street Projects Summary and Construction Update.

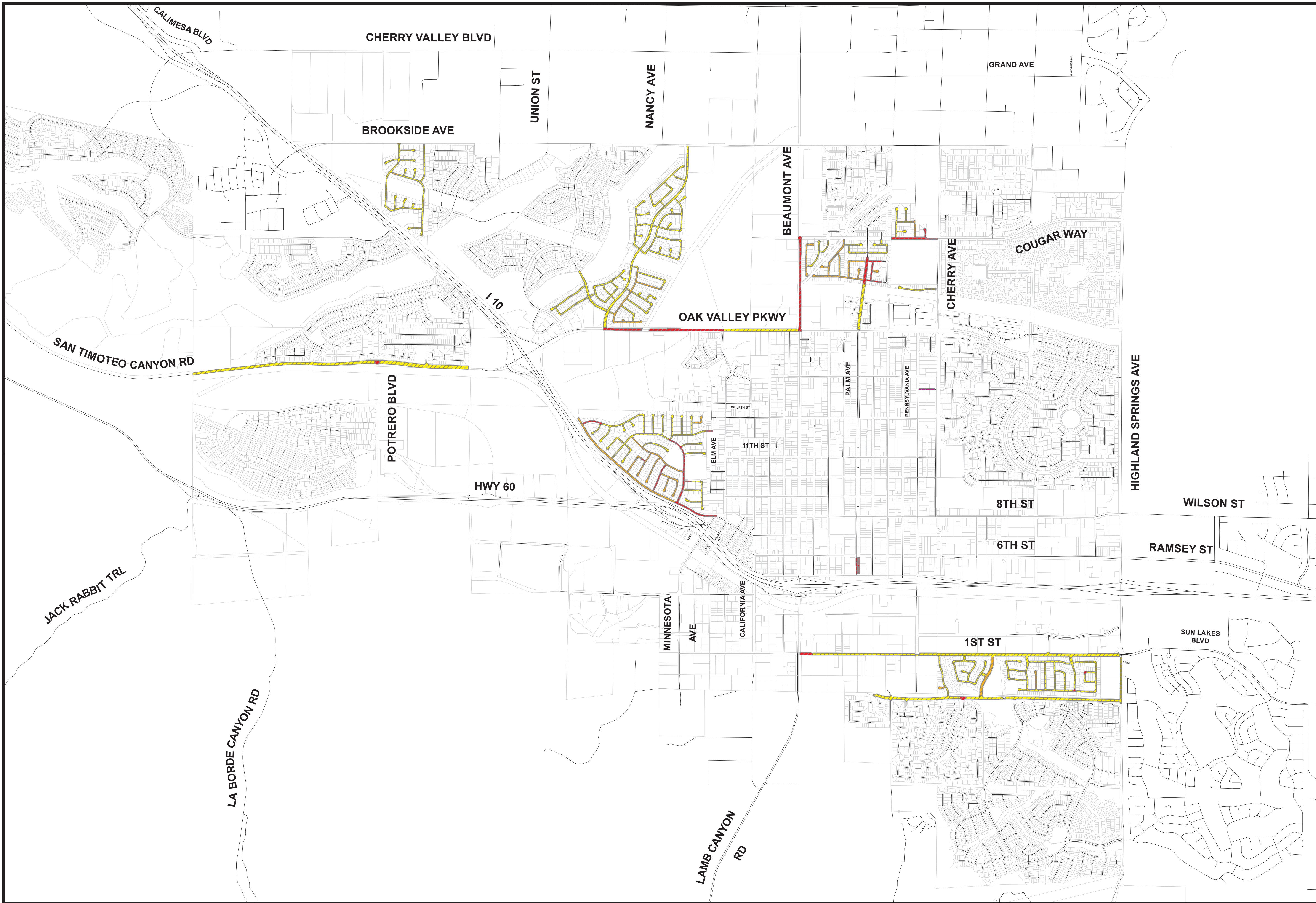
**Attachments:**

- A. Tentative Project Schedule
- B. FY20/21 Street Project Map







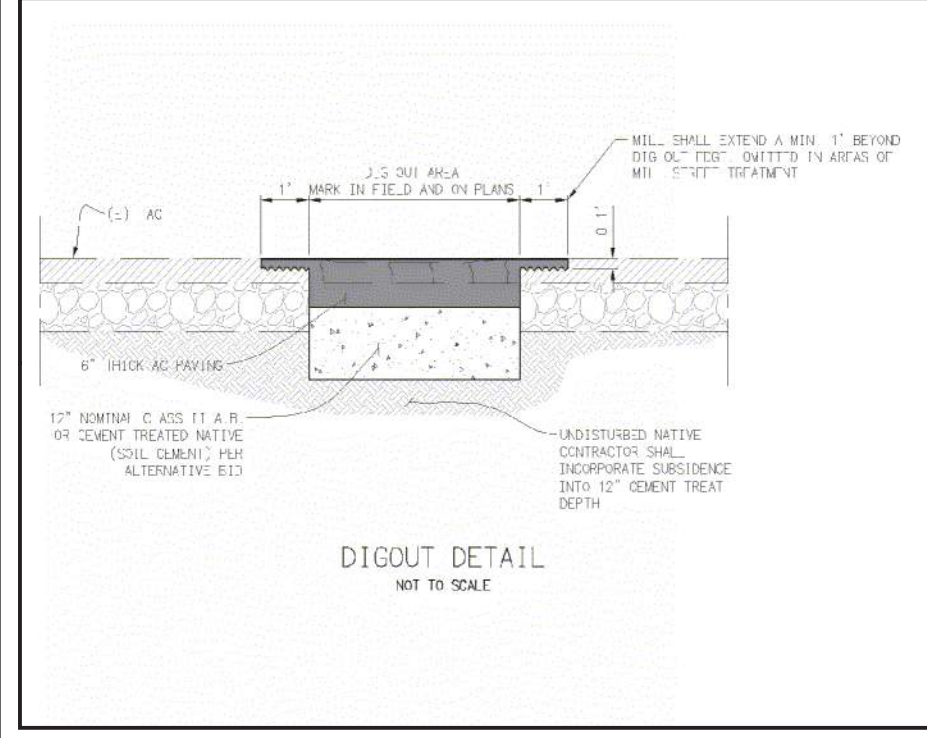
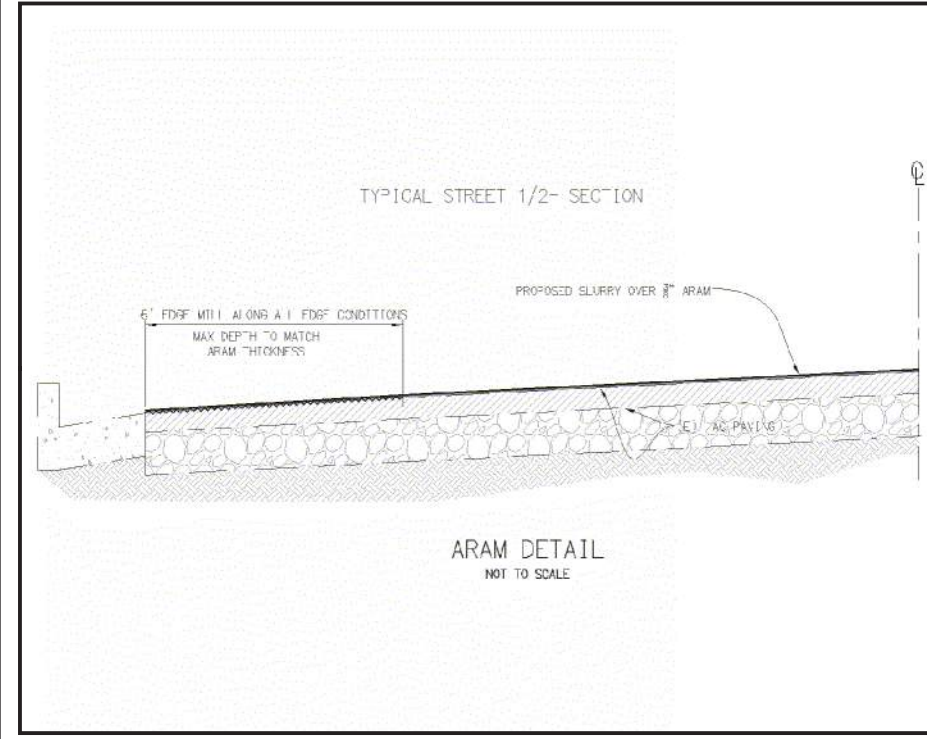
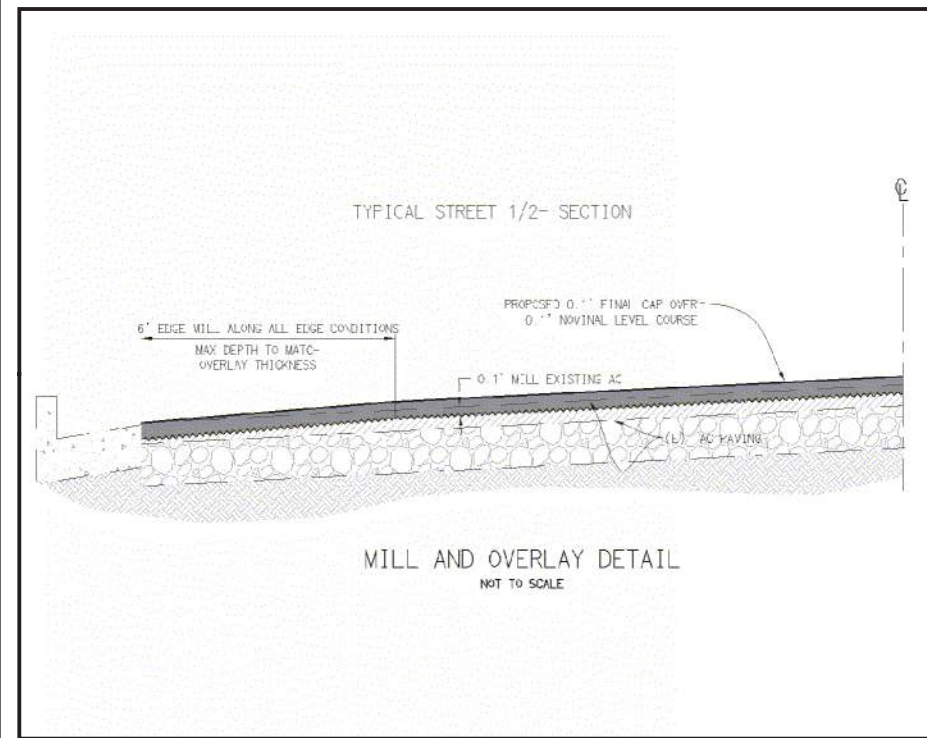


**Legend**

**20/21 Annual Street Projects**

**Treatment Type**

- Full-Depth R&R
- Mill & Overlay
- ARAM Cape Seal
- Slurry Seal



**CITY OF BEAUMONT**  
**20/21 Annual Street Projects**  
**PUBLIC WORKS DEPARTMENT**

**Date Created: 6/17/21**

**Public Works Department**  
 550 E. 6th Street  
 Beaumont, CA 92223  
 (951) 769-8522  
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STREET LIST

Table with columns: Street, From, To, Treatment Type, Perimeter (LF), Area (SF), Location. Lists various streets and their associated data.

STREET LIST

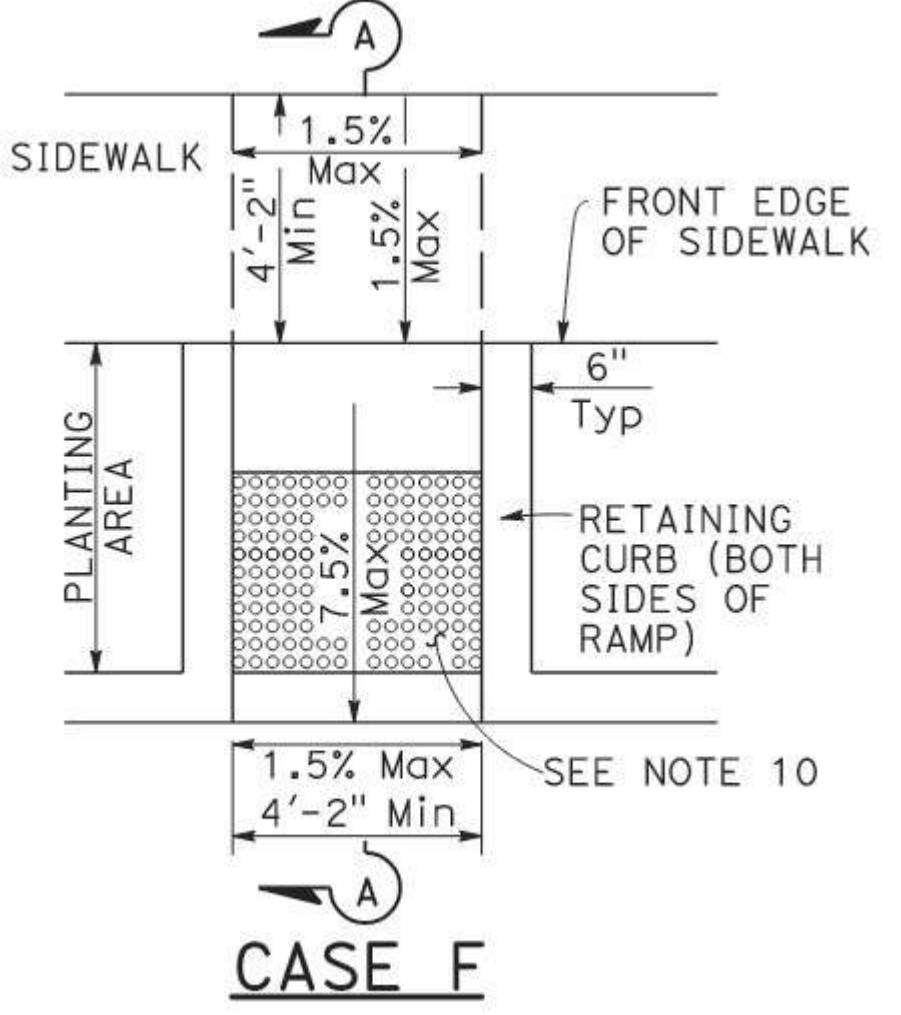
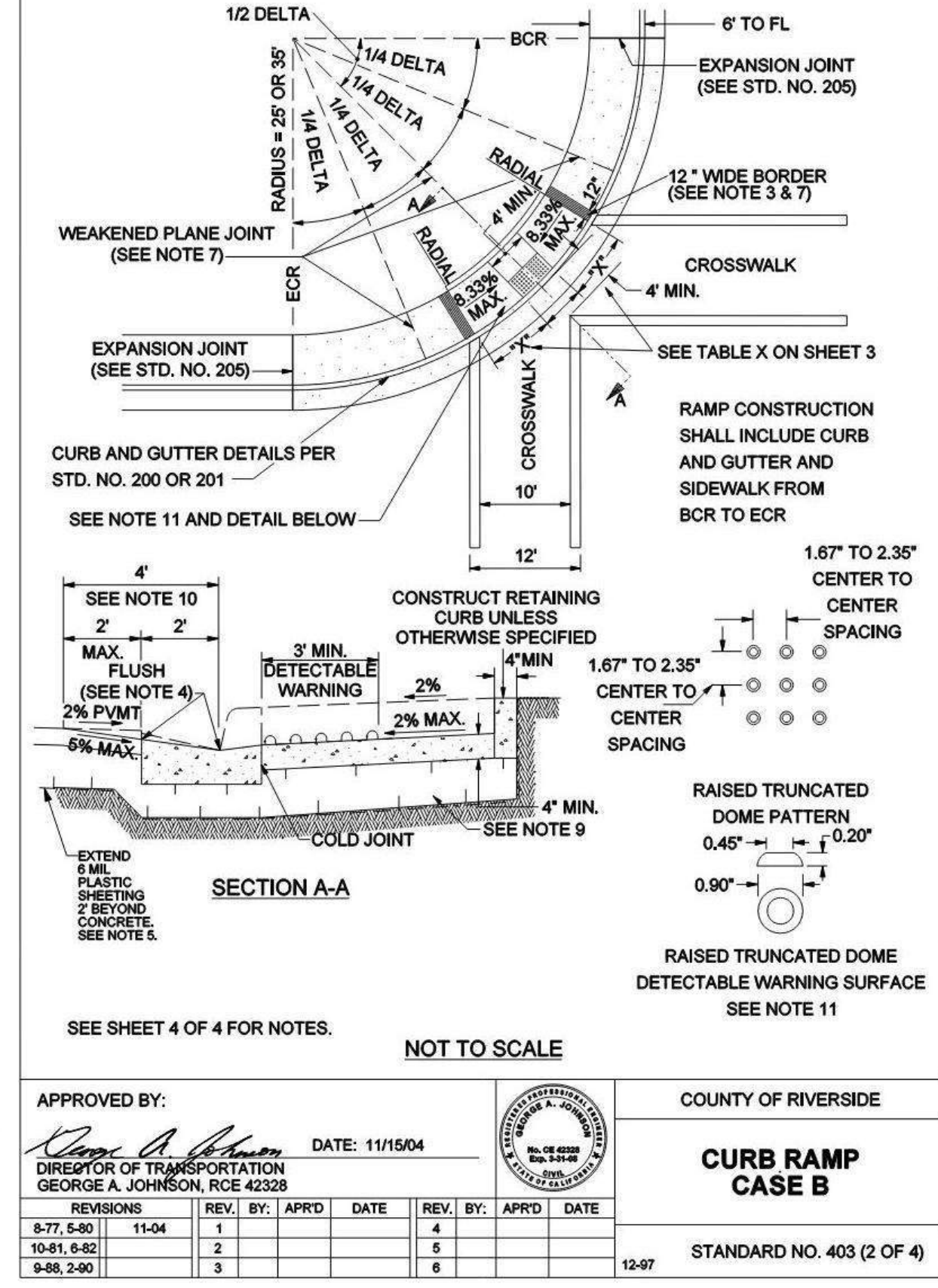
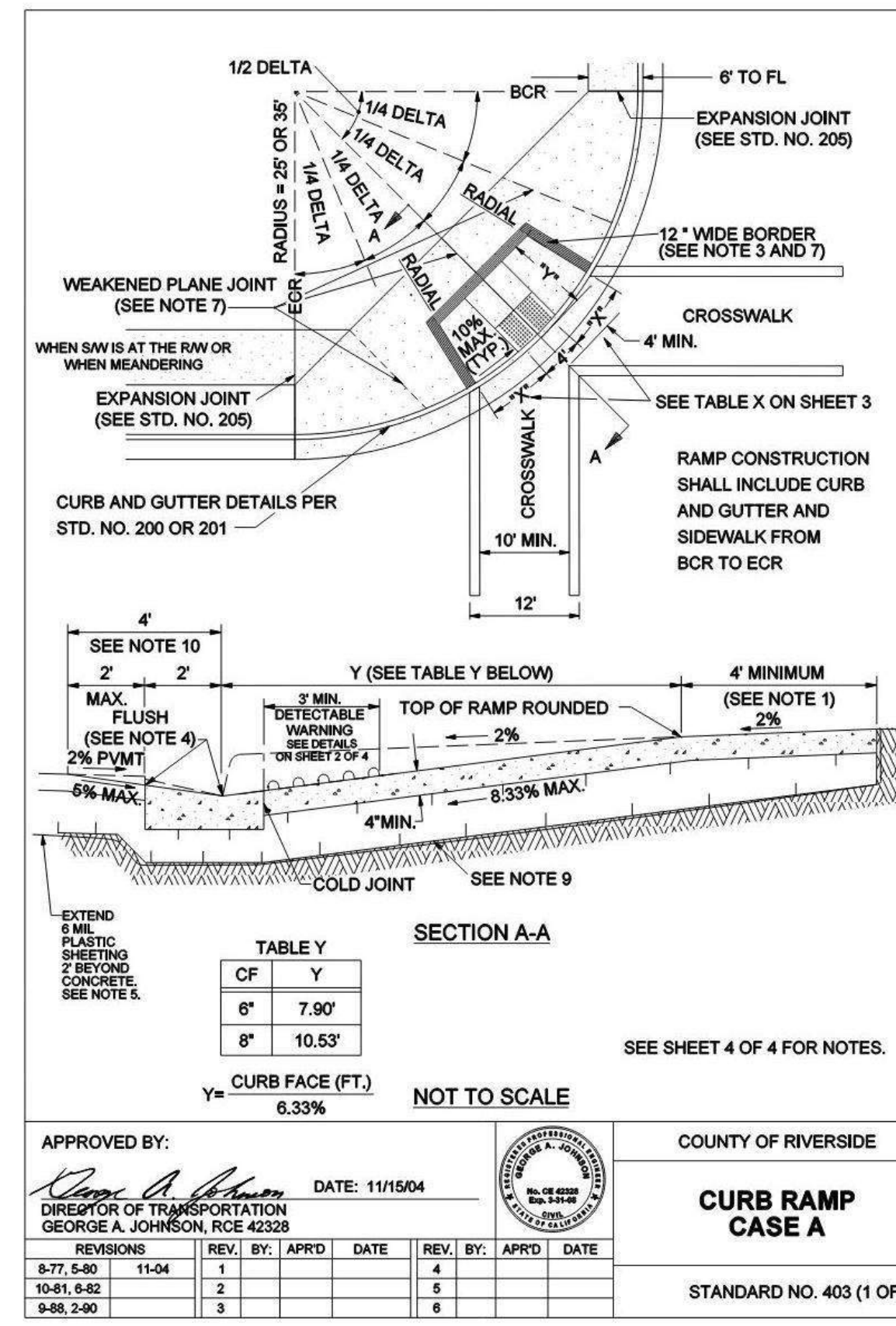
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CURB RAMP LIST

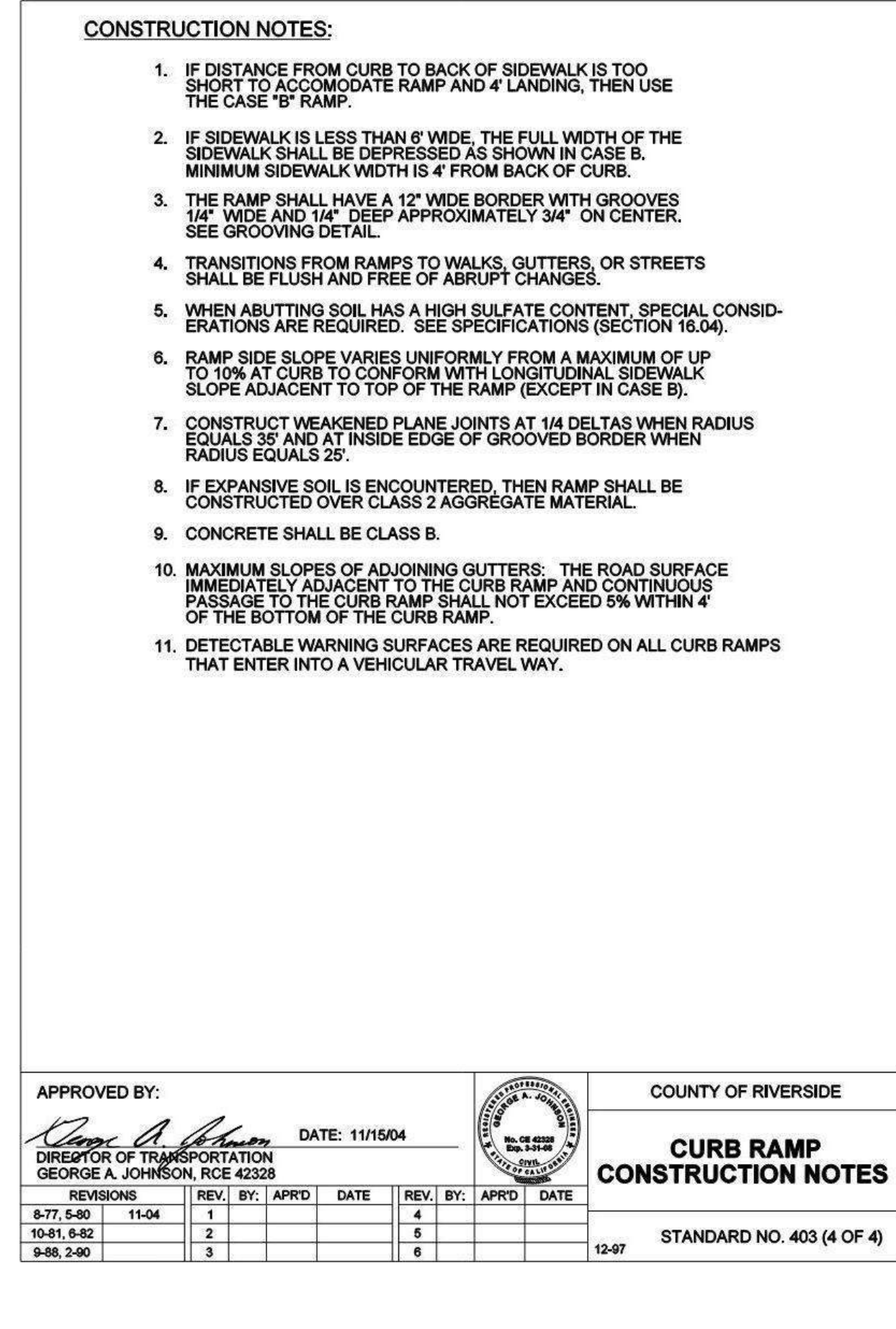
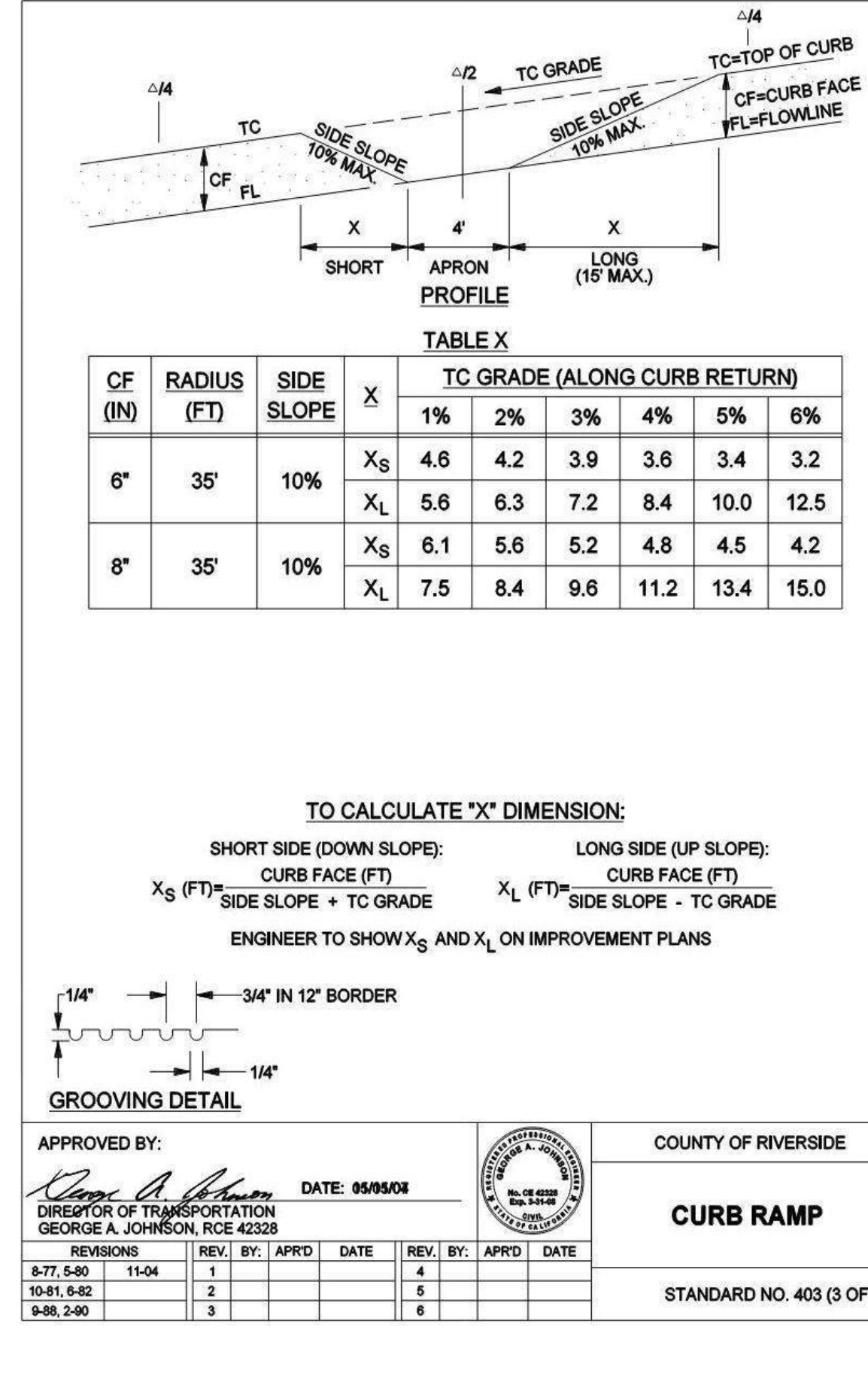
Table with columns: Street A, Street B, Corner, Type. Lists street intersections and their curb ramp types.

CURB RAMP LIST

Table with columns: Street A, Street B, Corner, Type. Lists street intersections and their curb ramp types.



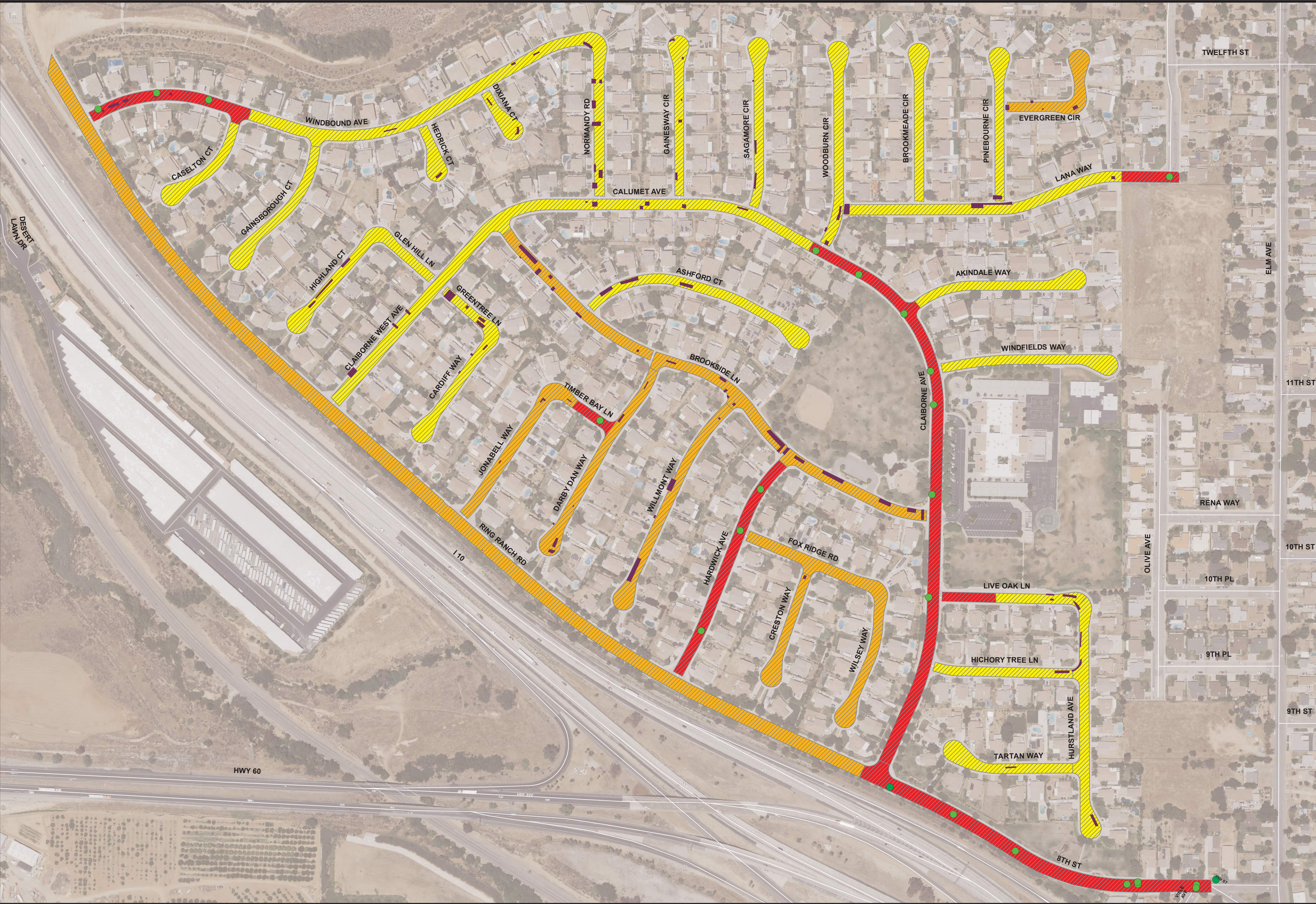
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION CURB RAMP DETAILS NO SCALE A88A



CITY OF BEAUMONT 20/21 Annual Street Projects PUBLIC WORKS DEPARTMENT

Date Created: 6/17/21 Public Works Department 550 E. 6th Street Beaumont, CA 92223 (951) 769-8522 www.beaumontca.gov





- LEGEND**
- Storm Drain Manhole
  - Sewer Manhole
  - Dig Out
- R-03 & 04 Streets**
- Treatment Type**
- Mill & Overlay
  - ARAM Cape Seal
  - Slurry Seal

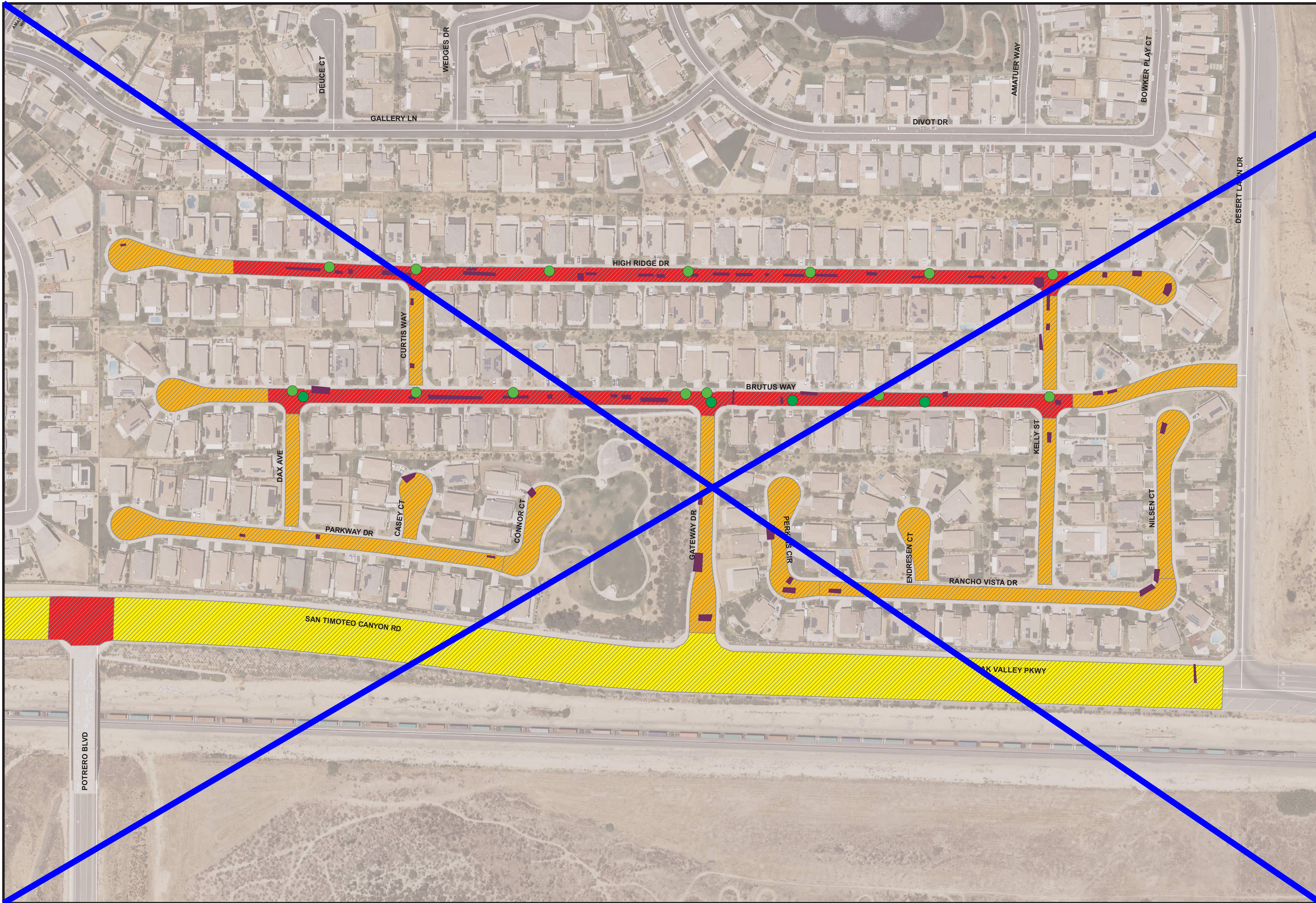


**CITY OF BEAUMONT**  
**20/21 Annual Street Projects - Three Rings**  
**PUBLIC WORKS DEPARTMENT**

Date Created: 6/17/21

**Public Works Department**  
 550 E. 6th Street  
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- LEGEND**
- Storm Drain Manhole
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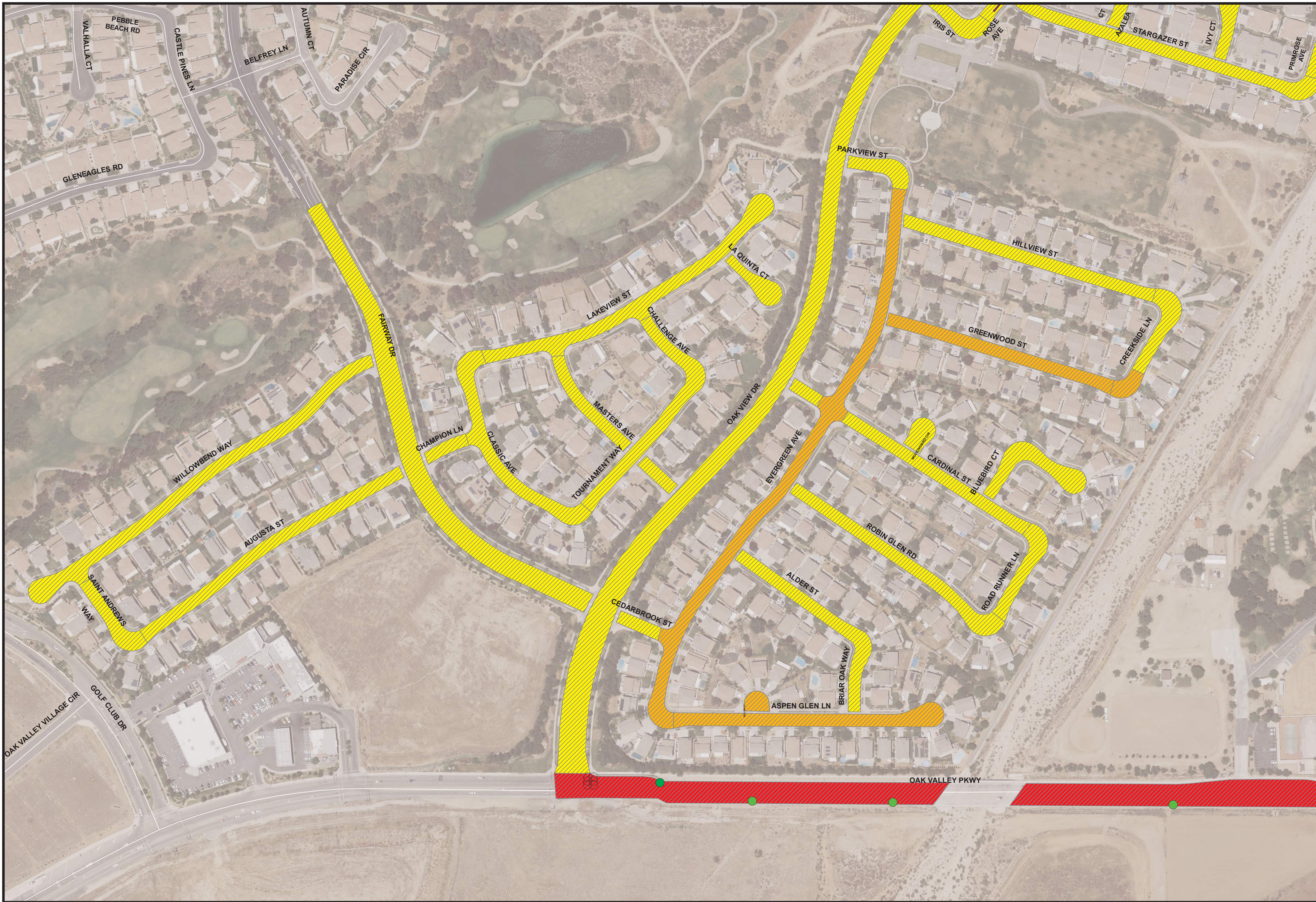
**CITY OF BEAUMONT**  
**20/21 Annual Street Projects - Curtis**  
**PUBLIC WORKS DEPARTMENT**

NOT A PART

Date Created: 6/17/21

**Public Works Department**  
 550 E. 6th Street  
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 (951) 769-8522  
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**LEGEND**

- Signal\_loop
- Storm Drain Manhole
- Sewer Manhole
- Dig Out

**R-03 & 04 Streets**

**Treatment Type**

- ▨ Mill & Overlay
- ▨ ARAM Cape Seal
- ▨ Slurry Seal

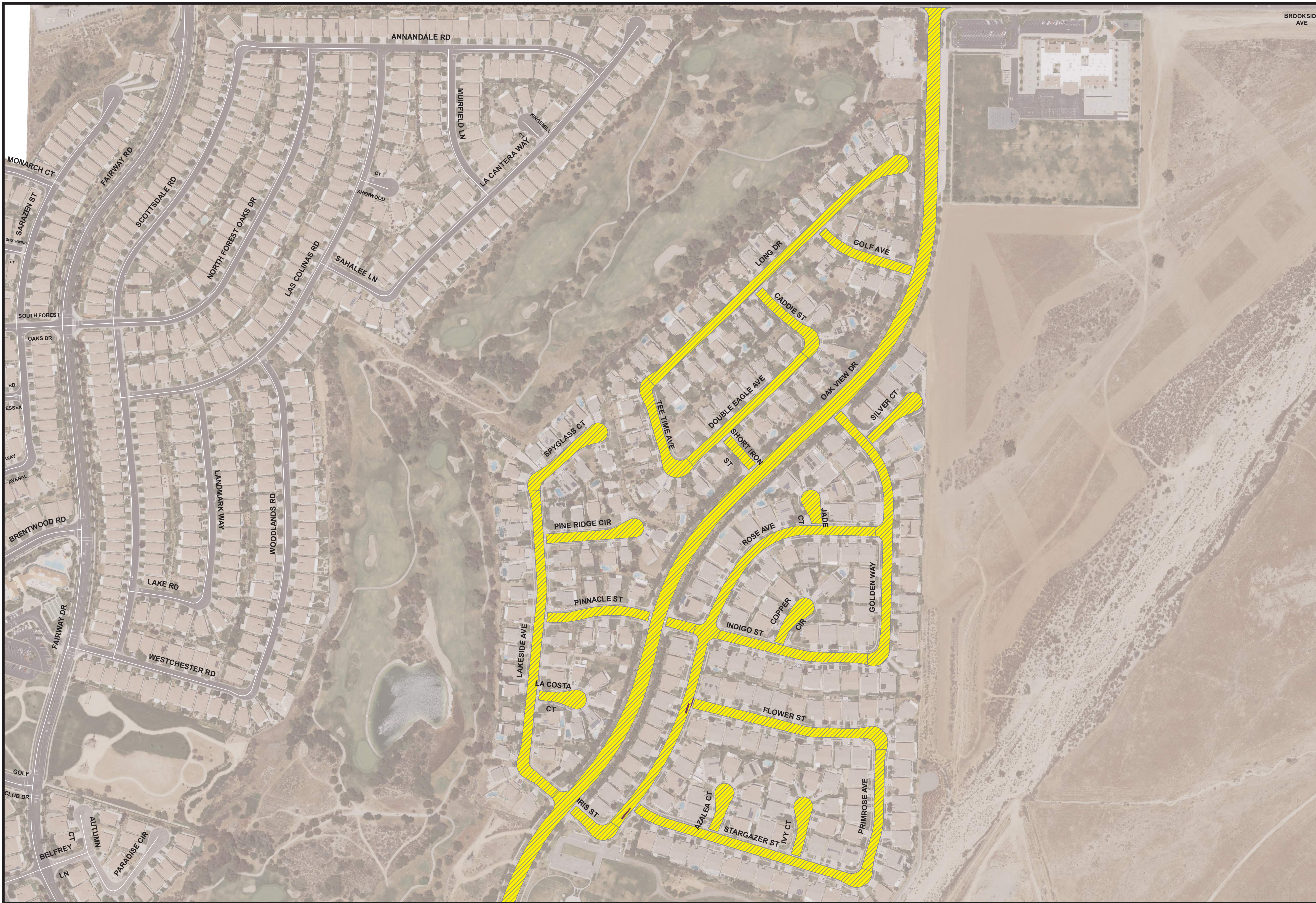


**CITY OF BEAUMONT**  
**20/21 Annual Street Projects - The Estates at Oak Valley (1 of 2)**  
**PUBLIC WORKS DEPARTMENT**

Date Created: 6/17/21

**Public Works Department**  
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 (951) 769-8522  
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**LEGEND**

- BCVWD Valves
- Storm Drain Manhole
- Sewer Manhole
- Dig Out

**R-03 & 04 Streets**

**Treatment Type**

- Mill & Overlay
- ARAM Cape Seal
- Slurry Seal

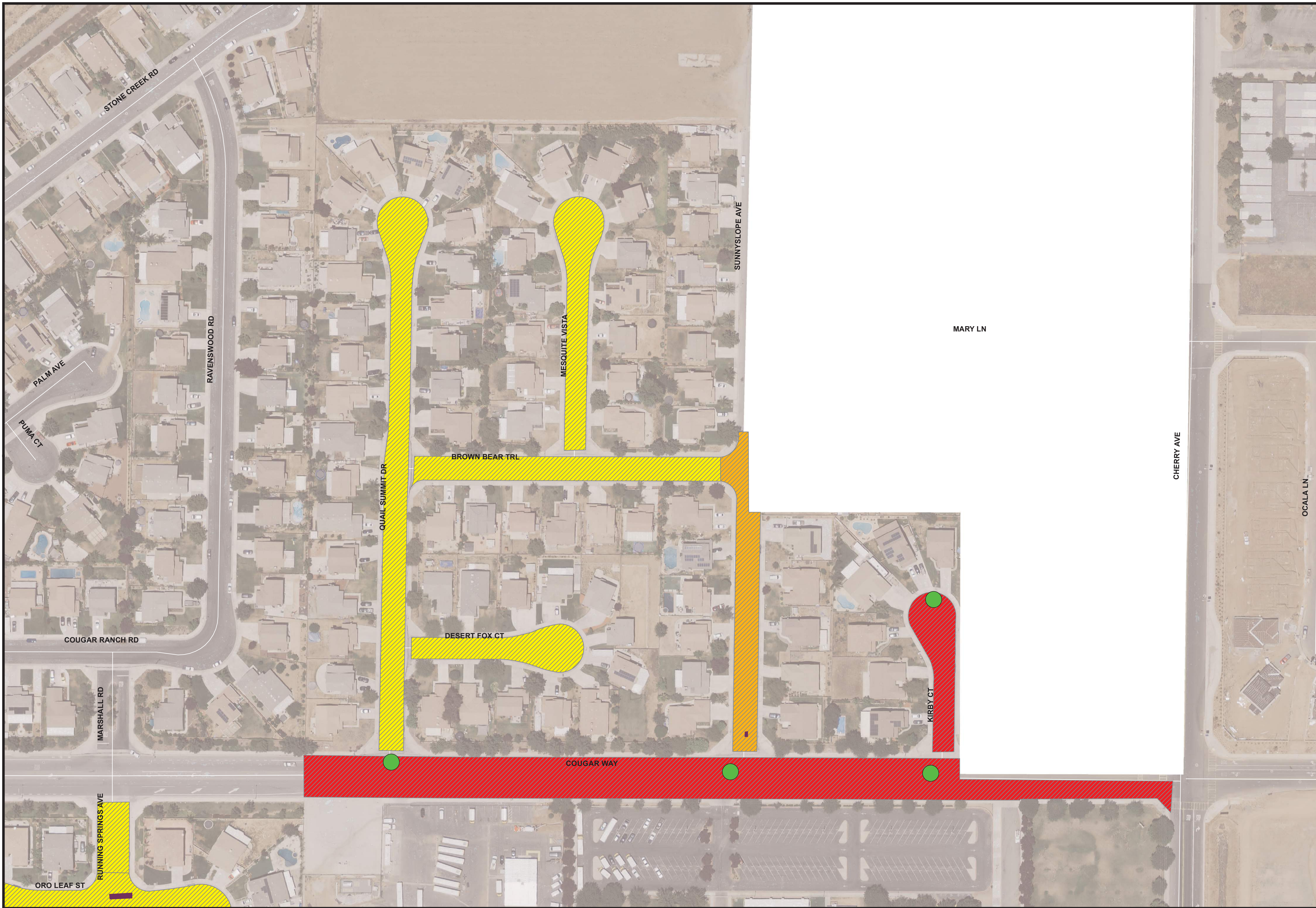


**CITY OF BEAUMONT**  
**20/21 Annual Street Projects - The Estates at Oak Valley (2 of 2)**  
**PUBLIC WORKS DEPARTMENT**

Date Created: 6/17/21

**Public Works Department**  
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- LEGEND**
- Storm Drain Manhole
  - Sewer Manhole
  - Dig Out
- R-03 & 04 Streets**
- Treatment Type**
- Mill & Overlay
  - ARAM Cape Seal
  - Slurry Seal

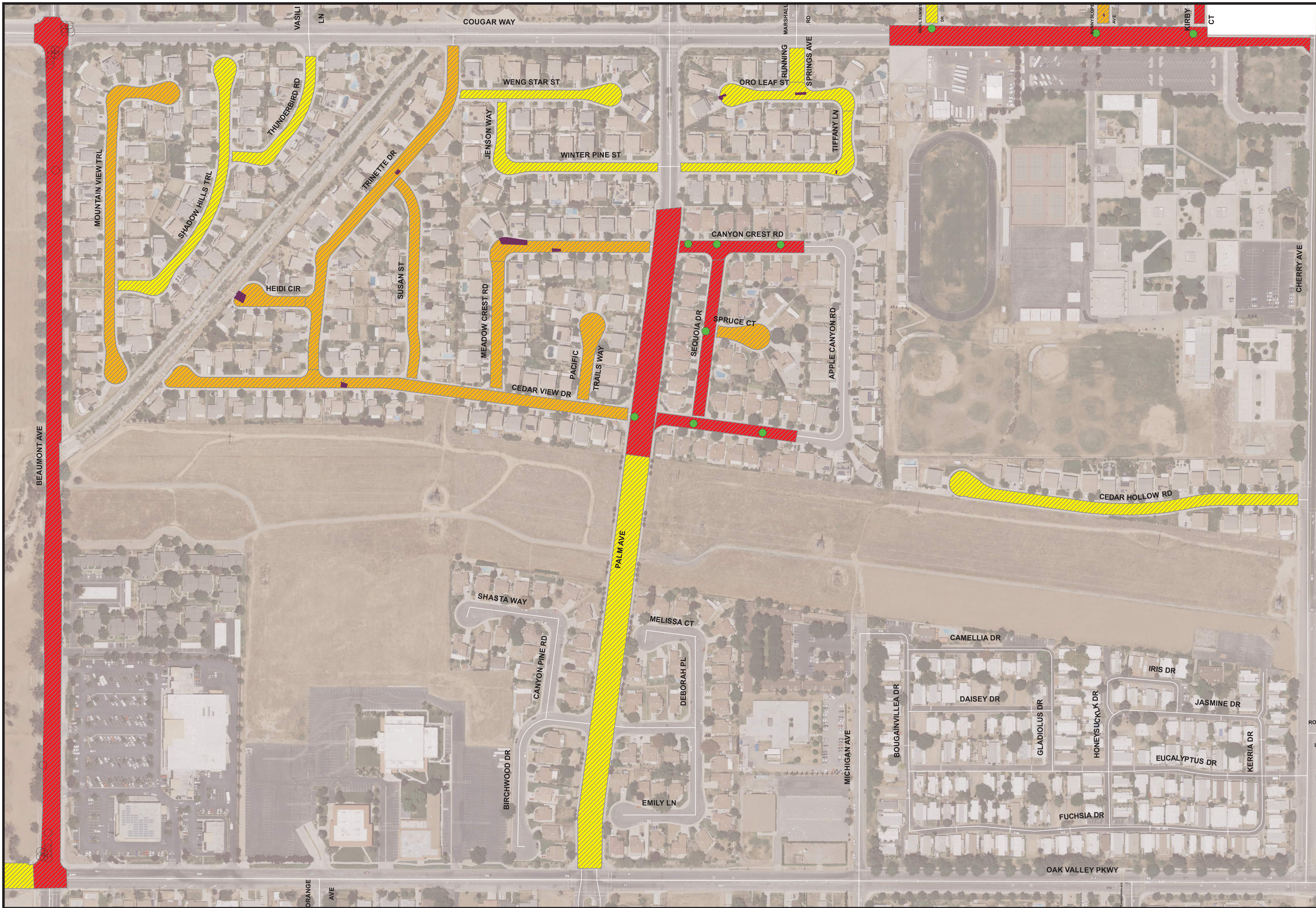


**CITY OF BEAUMONT**  
**20/21 Annual Street Projects - Cougar Ranch Improvement Area 9**  
**PUBLIC WORKS DEPARTMENT**

Date Created: 6/17/21

**Public Works Department**  
 550 E. 6th Street  
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 (951) 769-8522  
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- LEGEND**
- Signal\_loop
  - Storm Drain Manhole
  - Sewer Manhole
  - Dig Out
- R-03 & 04 Streets**
- Treatment Type**
- Mill & Overlay
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  - Slurry Seal

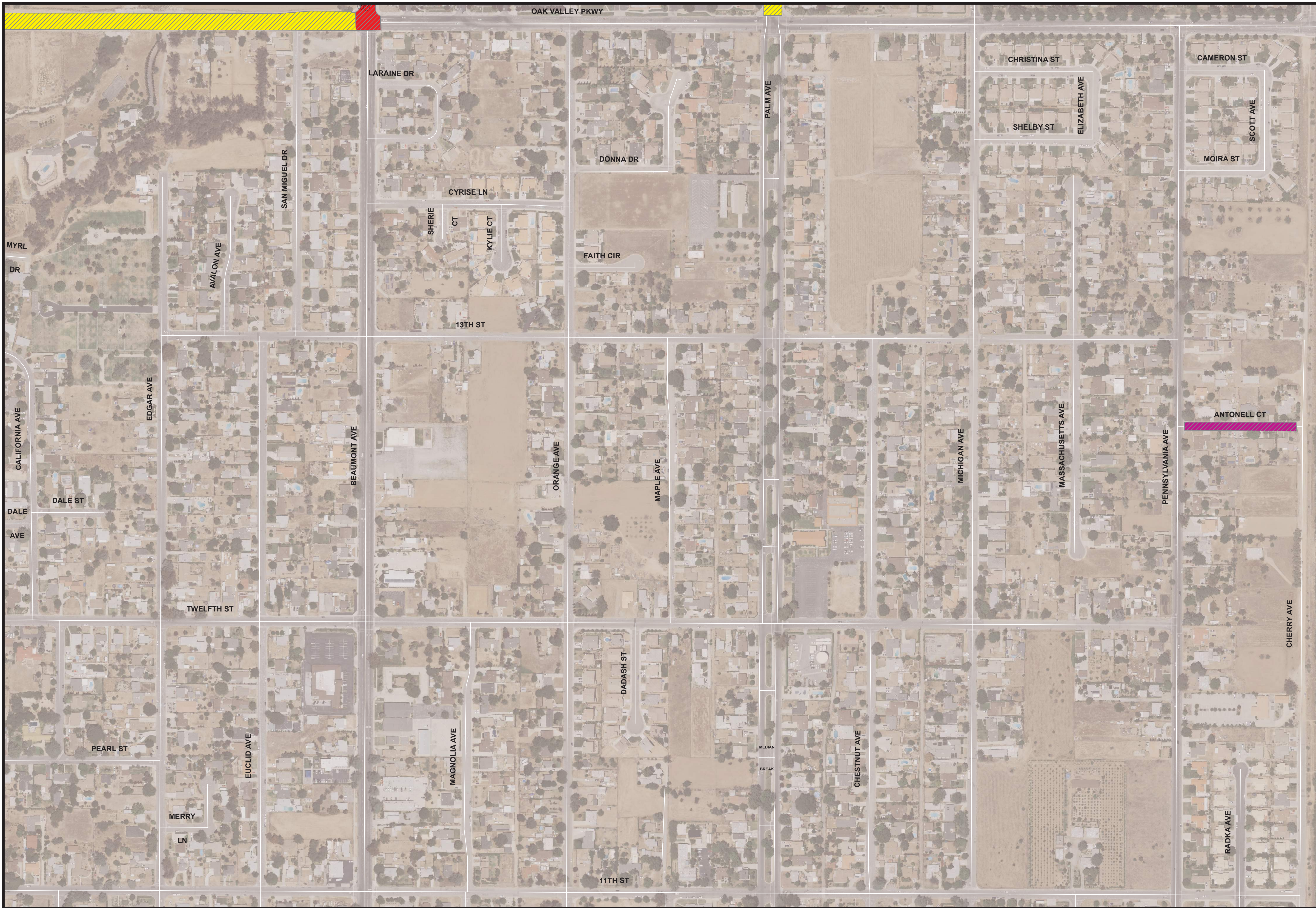


**CITY OF BEAUMONT**  
**20/21 Annual Street Projects - Mountain Meadows, Canyon Ridge, & Pacific Trails**  
**PUBLIC WORKS DEPARTMENT**

Date Created: 6/17/21

**Public Works Department**  
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 (951) 769-8522  
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- LEGEND**
- Signal\_loop
  - Storm Drain Manhole
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- Treatment Type**
- Full-Depth
  - Mill & Overlay
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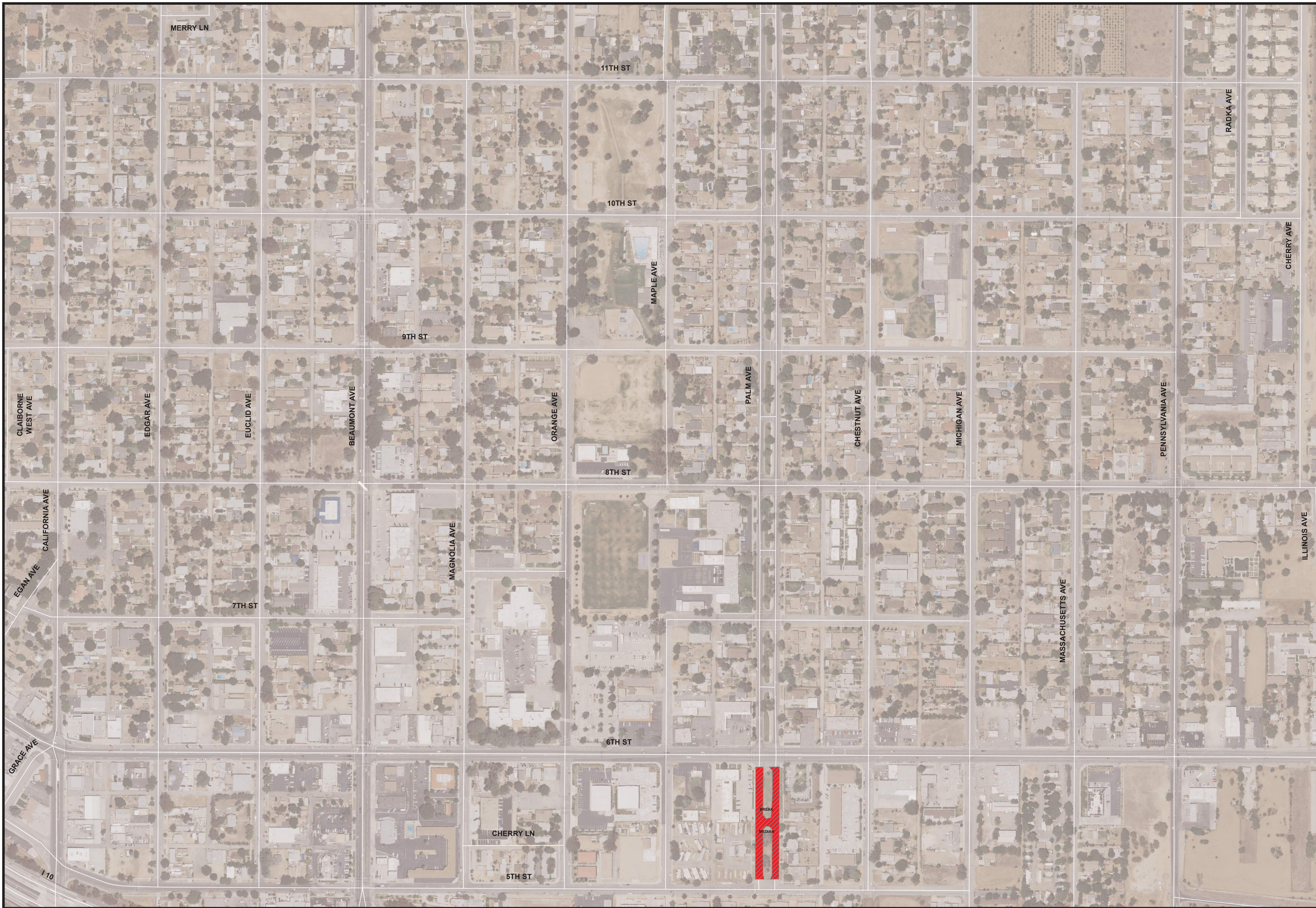


**CITY OF BEAUMONT**  
**20/21 Annual Street Projects - Downtown (North of 11th)**  
**PUBLIC WORKS DEPARTMENT**

Date Created: 6/17/21

**Public Works Department**  
 550 E. 6th Street  
 Beaufort, CA 92223  
 (951) 769-8522  
 www.beaufortca.gov





- LEGEND**
- Storm Drain Manhole
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- R-03 & 04 Streets**
- Treatment Type**
- ▨ Mill & Overlay
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  - ▨ Slurry Seal

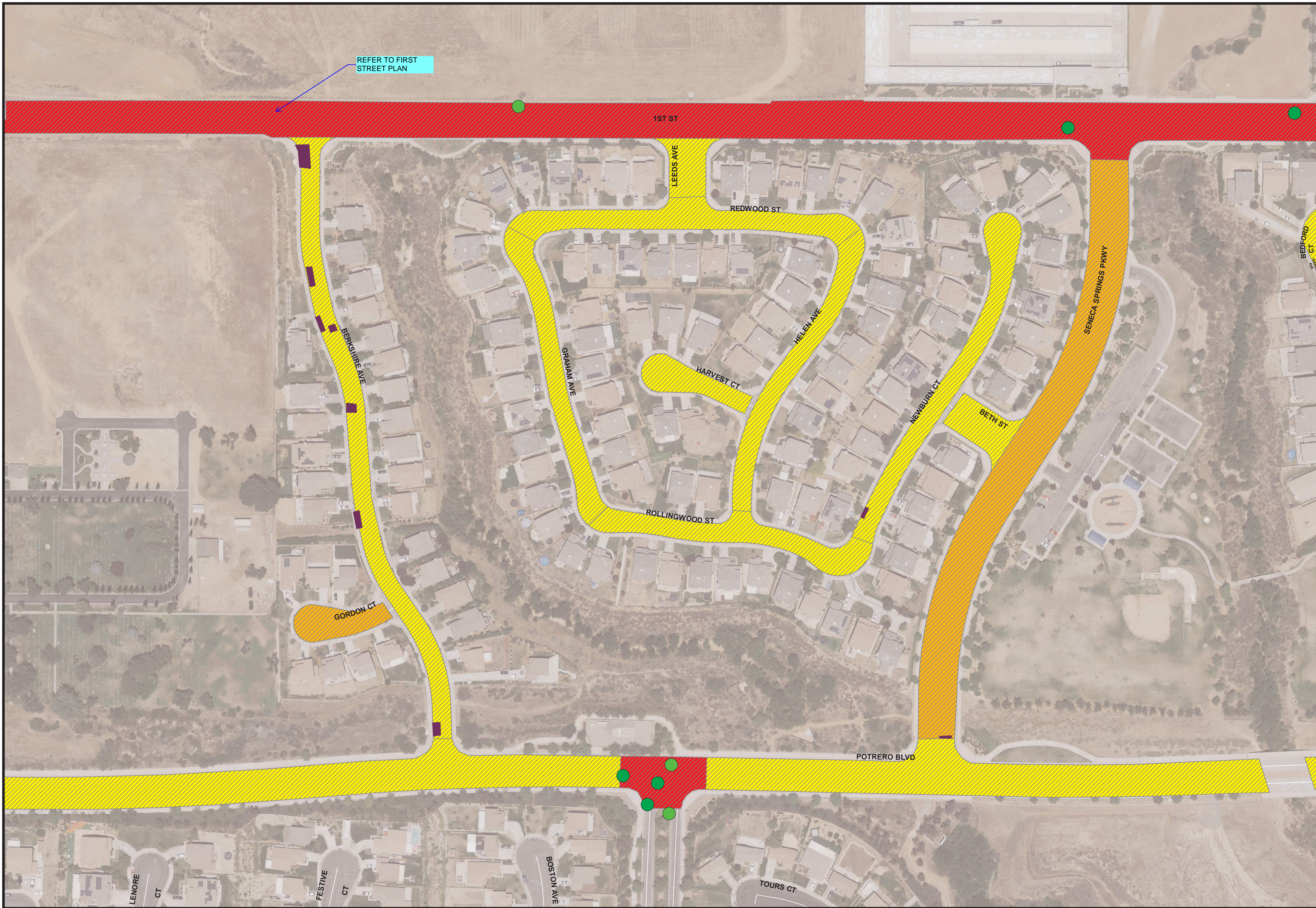


**CITY OF BEAUMONT**  
**20/21 Annual Street Projects - Downtown (South of 11th)**  
**PUBLIC WORKS DEPARTMENT**

Date Created: 6/17/21

**Public Works Department**  
 550 E. 6th Street  
 Beaumont, CA 92223  
 (951) 769-8522  
[www.beaumontca.gov](http://www.beaumontca.gov)





- LEGEND**
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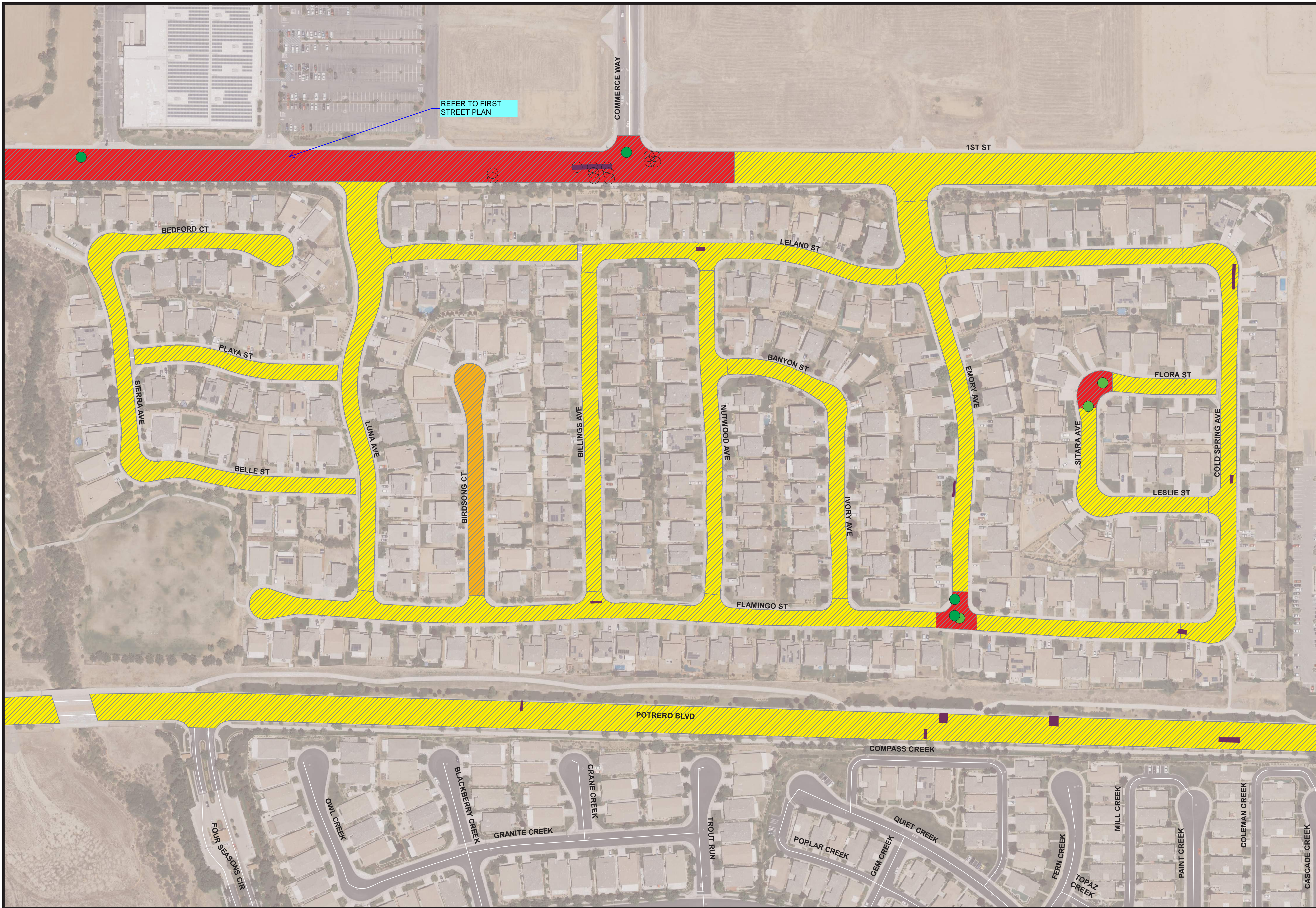


**CITY OF BEAUMONT**  
**20/21 Annual Street Projects - Seneca Springs (1 of 2)**  
**PUBLIC WORKS DEPARTMENT**

Date Created: 6/17/21

**Public Works Department**  
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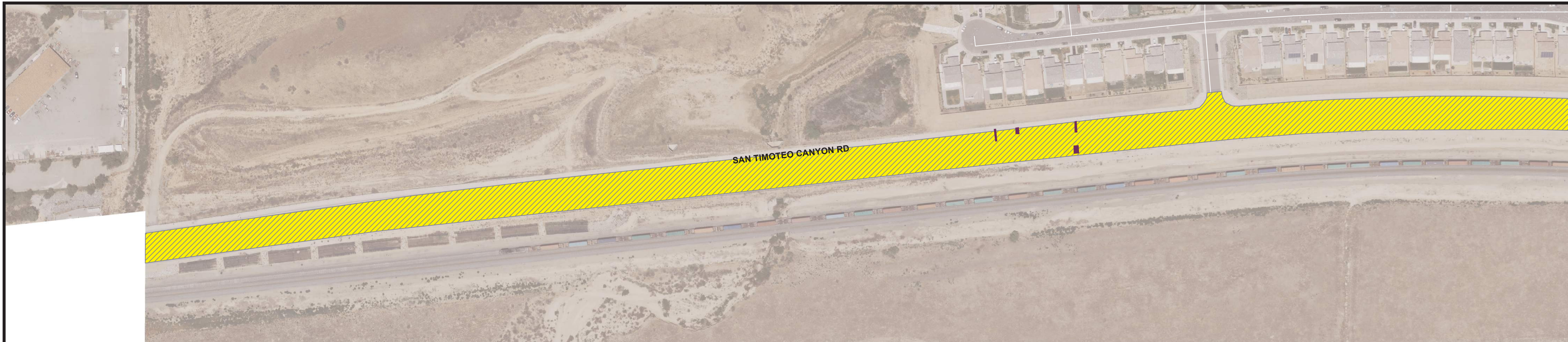


**CITY OF BEAUMONT**  
**20/21 Annual Street Projects - Seneca Springs (2 of 2)**  
**PUBLIC WORKS DEPARTMENT**

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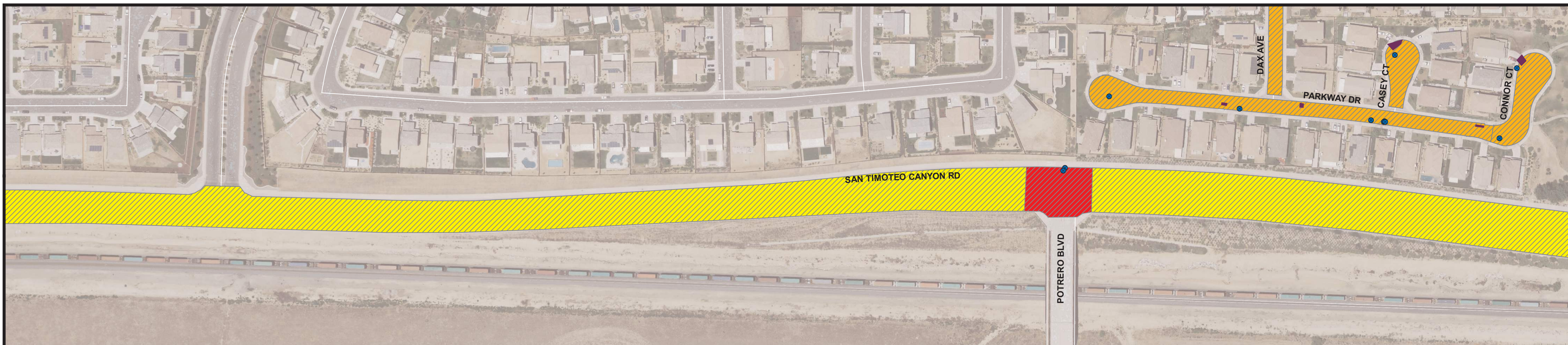
**LEGEND**

- Signal\_loop
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**R-03 & 04 Streets**

**Treatment Type**

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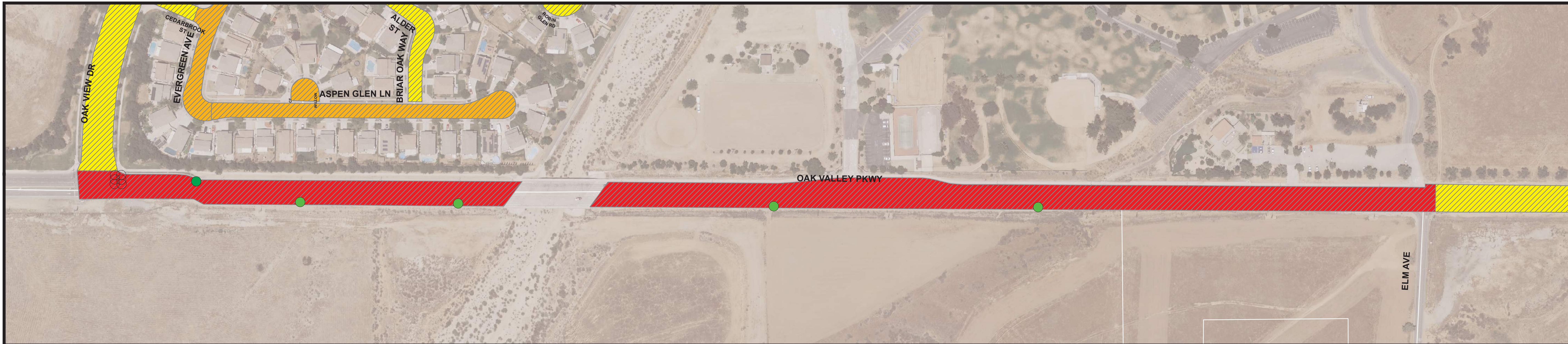


Date Created: 6/17/21

**CITY OF BEAUMONT**  
**20/21 Annual Street Projects - Oak Valley Parkway (City Limit to I-10)**  
**PUBLIC WORKS DEPARTMENT**

**Public Works Department**  
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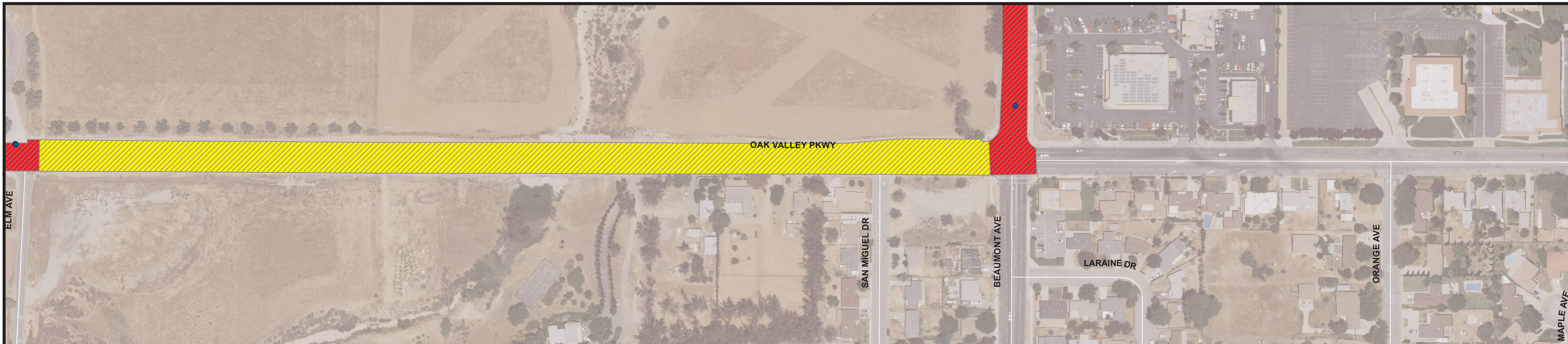
**LEGEND**

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- Storm Drain Manhole
- Sewer Manhole
- Dig Out

**R-03 & 04 Streets**

**Treatment Type**

- Mill & Overlay
- ARAM Cape Seal
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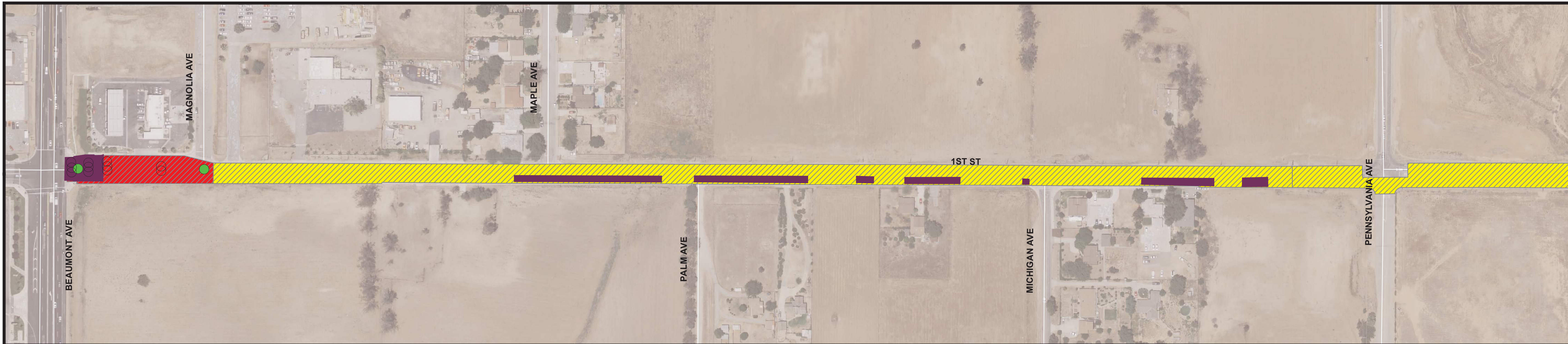


**CITY OF BEAUMONT**  
**20/21 Annual Street Projects - Oak Valley Parkway (Oak View to Beaumont)**  
**PUBLIC WORKS DEPARTMENT**

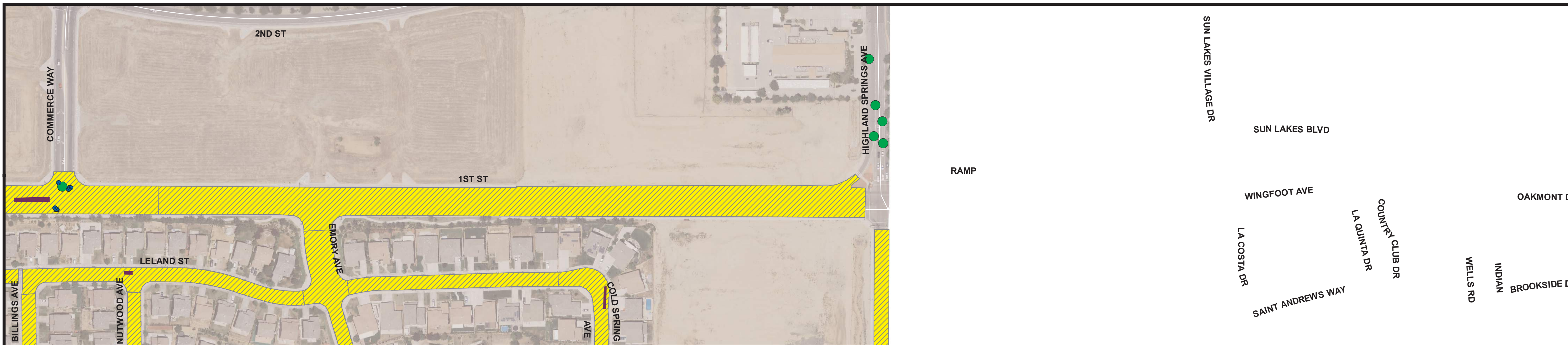
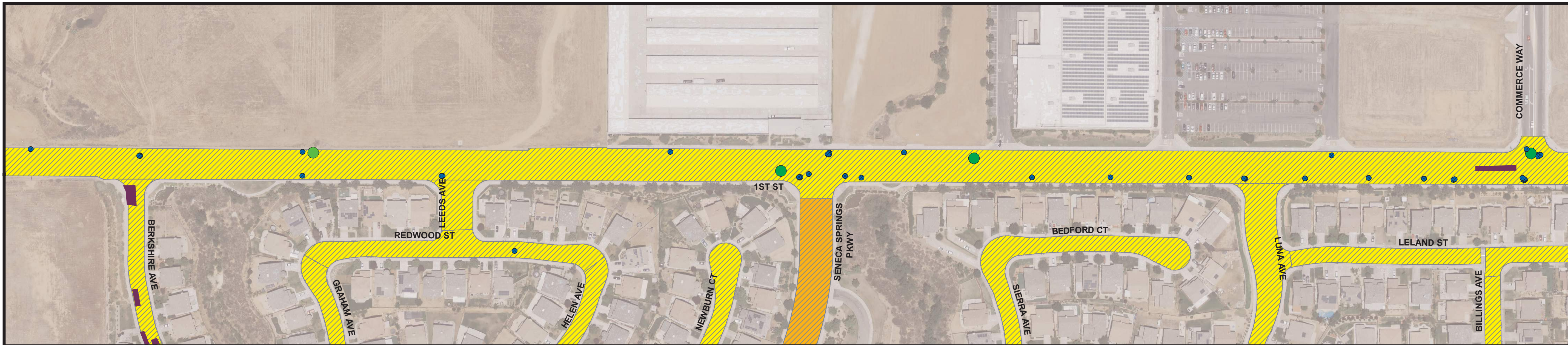
Date Created: 6/17/21

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- LEGEND**
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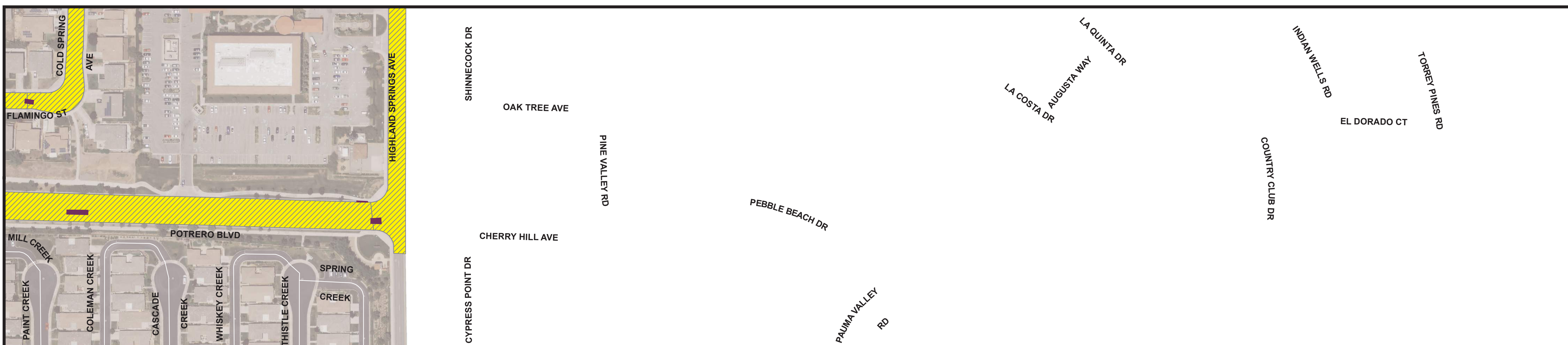
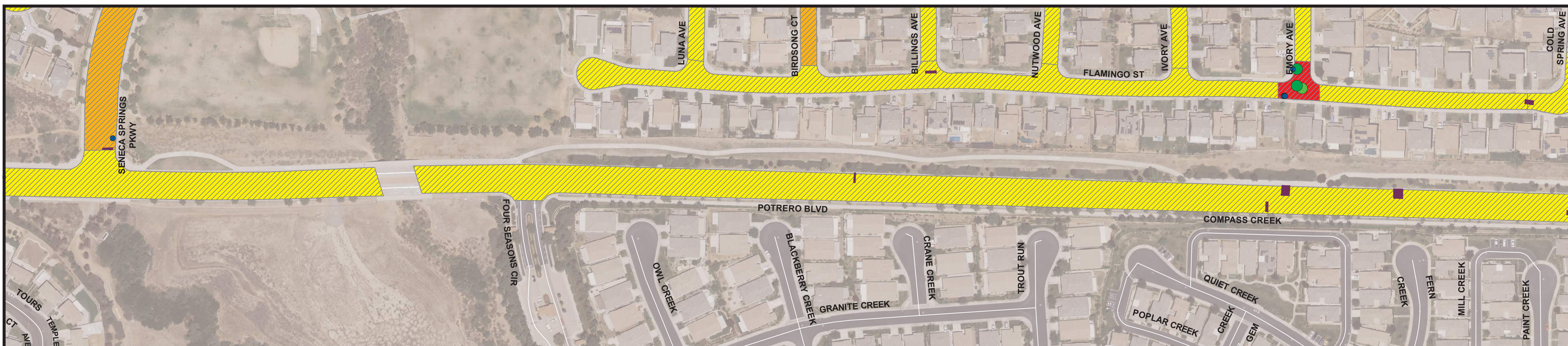
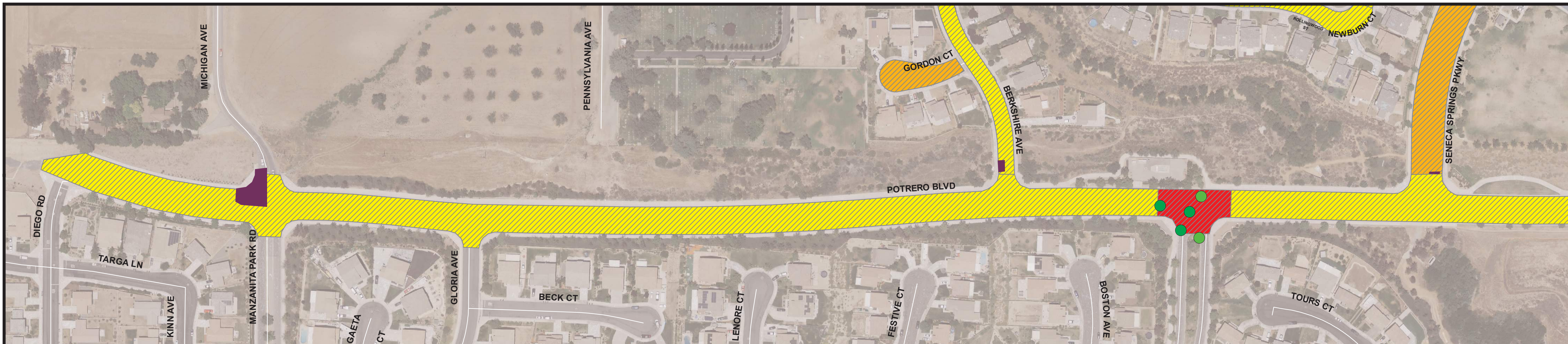


**CITY OF BEAUMONT**  
**20/21 Annual Street Projects - First Street (Beaumont Ave to Highland Springs)**  
**PUBLIC WORKS DEPARTMENT**

Date Created: 6/17/21

**Public Works Department**  
 550 E. 6th Street  
 Beaumont, CA 92223  
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**LEGEND**

- Signal\_loop
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- Sewer Manhole
- Dig Out

**R-03 & 04 Streets**

**Treatment Type**

- Mill & Overlay
- ARAM Cape Seal
- Slurry Seal

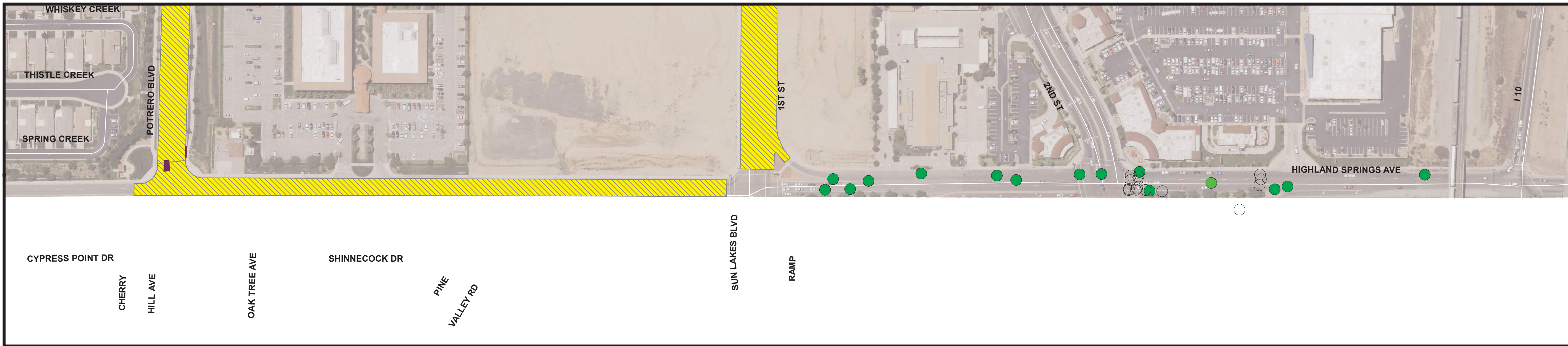


**CITY OF BEAUMONT**  
**20/21 Annual Street Projects - Potrero Avenue (Diego Road to Highland Springs)**  
**PUBLIC WORKS DEPARTMENT**

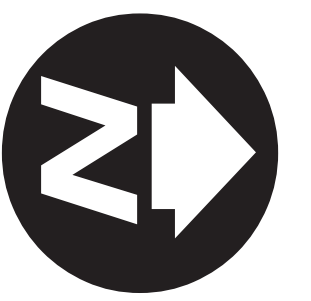
Date Created: 6/17/21

**Public Works Department**  
 550 E. 6th Street  
 Beaumont, CA 92223  
 (951) 769-8522  
 www.beaumontca.gov





- LEGEND**
- Signal\_loop
  - Storm Drain Manhole
  - Sewer Manhole
  - Dig Out
- R-03 & 04 Streets**
- Treatment Type**
- Mill & Overlay
  - ARAM Cape Seal
  - Slurry Seal



**CITY OF BEAUMONT**  
**20/21 Annual Street Projects - Highland Springs Avenue (Potrero to I10)**  
**PUBLIC WORKS DEPARTMENT**

Date Created: 6/17/21

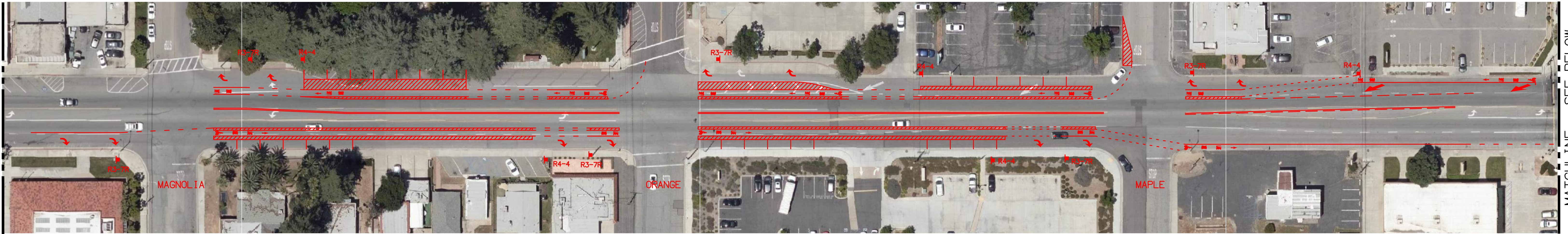
**Public Works Department**  
 550 E. 6th Street  
 Beaumont, CA 92223  
 (951) 769-8522  
 www.beaumontca.gov





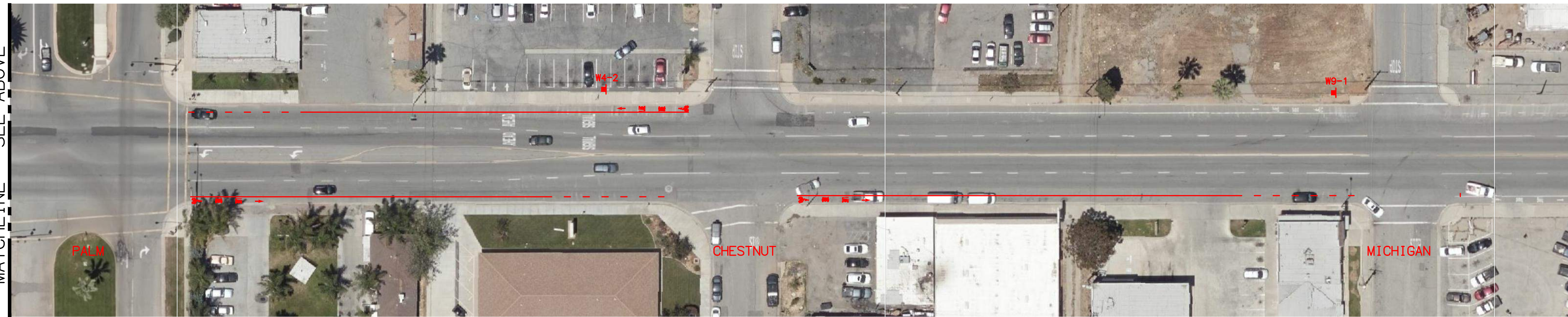
MATCHLINE - SEE BELOW

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R3-7R



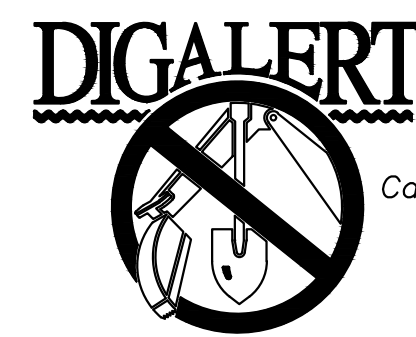
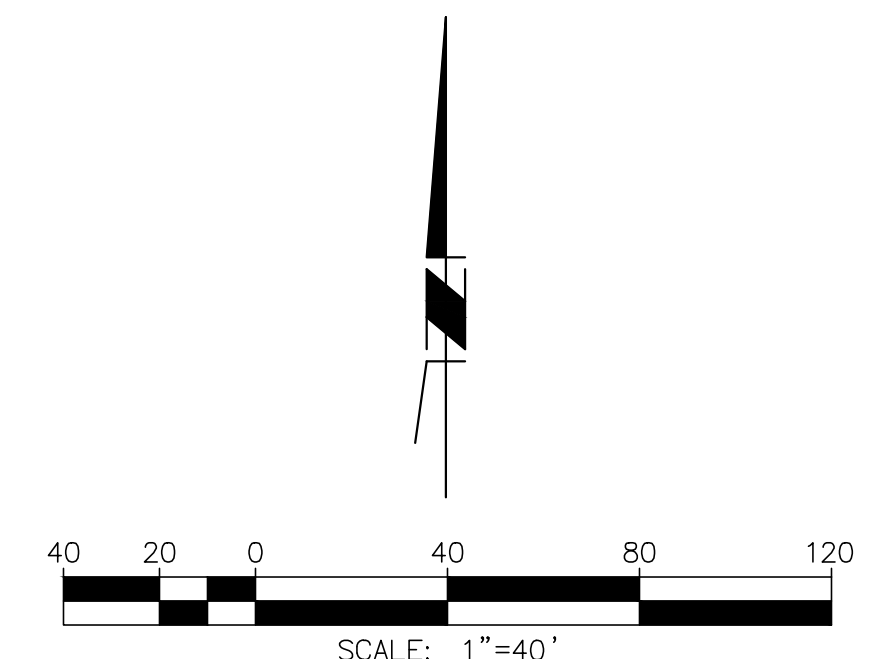
R4-4



W4-2



W9-1



BENCHMARK:  
THE TOP OF CURB AT THE POINT OF  
CURVATURE AT THE NORTHEAST CORNER  
OF THE NORTHWEST CURB RETURN AT  
THE INTERSECTION OF HIGHLAND  
SPRINGS AVENUE AND 2ND STREET.  
ELEV. 2559.03, TBM

BY	MARK	DESCRIPTION	APPR. DATE
ENGINEER		REVISIONS	CITY

DESIGN BY:  
RLV  
DRAWN BY:  
RLV  
CHECKED BY:  
JH  
SCALE:  
1"=20'  
DATE:  
2/12/2020  
JOB NUMBER:

REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
STAFF ENGINEER  
RECOMMENDED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRINCIPAL ENGINEER  
APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
CITY ENGINEER  
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION

550 E. 6TH ST  
BEAUMONT, CA 92223  
TEL: (951) 769-8520  
FAX: (951) 769-8506

CITY OF BEAUMONT, CALIFORNIA  
STRIPING EXHIBIT FOR:  
6TH STREET  
FROM BEAUMONT AVE TO MICHIGAN AVE

SHEET  
**1**  
OF 1 SHEETS  
FILE NO:





## Staff Report

**TO:** City Council  
**FROM:** Jaime Salas, Interim IT Manager  
**DATE:** December 21, 2021  
**SUBJECT:** Microsoft Office 365 License Renewal

---

### Background and Analysis:

The City of Beaumont operates on the Microsoft Office 365 platform. The current licensing expires December 31, 2021. This software platform provides for all Microsoft word processing solutions, email, and access to the Microsoft Government Cloud Storage solution. The government cloud provides security, encryption, data loss prevention and auditing methods.

Purchasing a three-year renewal from CDW-G provides a government pricing of \$99,657.99. Additional quotes were requested from other vendors with no responses.

### Fiscal Impact:

The total cost for a three-year renewal is \$99,657.99, to be paid in three annual payments. The cost to prepare this report is estimated to be \$97.

### Recommended Action:

Authorize the City Manager to execute the three-year renewal licensing agreement of Microsoft Office 365 with CDW-G.

### Attachments:

- A. CDW-G quote



CDW Government, LLC  
 Microsoft Enterprise 6.6 Agreement Pricing

**Enterprise Quote  
 for**

**City of Beaumont (8FCCE756)**

Date 12/1/21  
 Account Manager Rashaad Boyd

VSL Specialist Brent Cameron  
 Channel Price Sheet Month Dec.

Unless otherwise noted, All Quotes expire upon current month's end

**EA Renewal Quote**  
 Customer to make three annual payments to CDW-G

Microsoft Part #	Description	Level	Quantity	Year 1		Year 2		Year 3	
				Price	Extended	Price	Extended	Price	Extended
AAA-12414	CCAL Bridge O365 Sub Per User	D	177	\$20.05	\$ 3,548.85	\$ 20.05	\$ 3,548.85	\$ 20.05	\$ 3,548.85
U4S-00002	O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr	D	63	\$77.52	\$ 4,883.76	\$ 77.52	\$ 4,883.76	\$ 77.52	\$ 4,883.76
AAA-11894	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	D	114	\$213.84	\$ 24,377.76	\$ 213.84	\$ 24,377.76	\$ 213.84	\$ 24,377.76
P3U-00001	VisioPlan2GCC ShrdSvr ALNG SubsVL MVL PerUsr	D	3	\$136.32	\$ 408.96	\$ 136.32	\$ 408.96	\$ 136.32	\$ 408.96

Year 1 Total \$ 33,219.33      Year 2 Total \$ 33,219.33      Year 3 Total \$ 33,219.33  
 Three Year Total \$ 99,657.99

**Notes**

No Tax Referenced  
 Riverside Contract: PSA-0001522  
 Current Enrollment # 7732082  
 Agreement End Date: 12/31/2021

**Terms & Conditions**

Terms and Conditions of sales and services projects are governed by the terms at:  
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>



## Staff Report

**TO:** City Council

**FROM:** Todd Parton, City Manager

**DATE** December 21, 2021

**SUBJECT: Discussion and Direction to City Staff to Draft a Code of Ethics and Conduct for City Council, Boards, Committees, and Commissions**

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### Background and Analysis:

City staff has initiated a search for sample ethics codes and ethics policies. Four of these policies are attached for City Council review. These policies were selected because they take differing approaches.

Attached are the following:

- City of San Juan Bautista – Resolution No. 2018-17,
- City of La Mirada – Policy 0-02 CODE OF ETHICAL CONDUCT,
- City of Santa Cruz – Code of Ethics & Conduct, and
- City of Sunnyvale – 2021 Code of Ethics and Conduct for Elected and Appointed Officials.

The City of San Juan Bautista and La Mirada policies are more general in nature and provide overarching policy statements. Santa Cruz's policy contains very similar policy statements to those of San Juan Bautista and La Mirada and includes detailed provisions related to the conduct of elected and appointed officials as well as the means to enforce them and to hold them accountable. Sunnyvale has adopted a very detailed code of ethics and conduct including provisions for sanctions.

City staff requests direction from City Council on the overall approach desired for an ethics and conduct policy. Some specific topics recommended for discussion and direction include the following:

- Is a more generalized approach or a more detailed approach preferred?
- Are enforcement and accountability measures desired?
- Are there specific concerns or issues that the four attached policies fail to address?
- What other needs or issues should City staff look into?



**Fiscal Impact:**

City staff estimates it cost approximately \$488 to prepare this report.

**Recommended Action:**

Discuss and provide direction on creating a draft code of ethics and conduct for City Council, boards, committees, and commissions; and  
Appoint two City Council members as a subcommittee to provide recommendations to the full City Council.

**Attachments:**

- A. City of San Juan Bautista – Resolution No. 2018-17
- B. City of La Mirada – Policy 0-02 CODE OF ETHICAL CONDUCT
- C. City of Santa Cruz – Code of Ethics & Conduct
- D. City of Sunnyvale – 2021 Code of Ethics and Conduct for Elected and Appointed Officials

**RESOLUTION NO. 2018-17**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA  
ADOPTING A CODE OF ETHICS FOR CITY COUNCIL, BOARDS AND  
COMMISSIONS**

**WHEREAS**, the Citizens of San Juan Bautista are entitled to have fair, ethical and accountable local government, and

**WHEREAS**, San Juan Bautista maintains a commitment to excellence and effective functioning of democratic government, and

**WHEREAS**, integrity of officials of local government is key to effective and fair operation of government.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of San Juan Bautista hereby adopts a Code of Ethics which pertains to members of the City Council and all members of the City’s Boards and Commissions.

**PASSED AND ADOPTED** by the City Council of the City of San Juan Bautista at a regular meeting duly held on the 17<sup>th</sup> day of April, 2018 by the following vote:

AYES: West, Martorana, Boch, Freeman

NOES: None

ABSENT: DeVries

ABSTAIN: None

\_\_\_\_\_  
Mayor Jim West

ATTEST:

\_\_\_\_\_  
Mackenzie Quaid, City Clerk

## Preamble

The citizens and businesses of San Juan Bautista are entitled to have fair, ethical and transparent local government which has earned the public's full confidence for integrity. In keeping with the City of San Juan Bautista's commitment to excellence, the effective functioning of democratic government therefore requires that:

- Public officials both elected and appointed will comply with both the letter and spirit of the laws and policies affecting the operations of government.
- Public officials shall be independent, impartial, fair and transparent in their judgment and actions.
- Public office shall be used for public good and not for personal gain.
- Public deliberations and processes shall be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

This Code of Ethics as adopted by the San Juan Bautista City Council applies to members of the City Council and of the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation:

### **1. Acts in the Public Interest**

Members will work for the public interest of San Juan Bautista and not for any private or personal interest and the members will assure fair and equal treatment of all persons, claims and transactions coming before the San Juan Bautista City Council, boards and commissions.

### **2. Comply with the Law**

Members shall comply with the laws of the Federal government, State of California and the City of San Juan Bautista in the performance of their public duties. These laws include but are not limited to the United States and California Constitutions, Fair Political Practices laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities and open processes of government. Members must disclose any potential conflicts and/or recuse themselves if a conflict of interest is presented.

### **3. Conduct of Members**

The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety in all public situations, regarding City business. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the Council, boards, commissions, the public and staff of San Juan Bautista.

### **4. Respect for Process**

Members shall perform their duties in accordance with the processes and rules of order established by the City council, boards and commissions governing the deliberation of public policy issues, meaningful involvement of the public and implementation of policy decisions of the City Council by staff.



## **5. Conduct of Public Meetings**

Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body or otherwise interfering with the orderly conduct of meetings.

## **6. Decisions Based on Merit**

Members shall base their decisions on the merits and substance of the matter at hand rather than on unrelated considerations.

## **7. Communication**

Members shall publicly share substantive information that is relevant to a matter under consideration, which they may have received from sources outside of the public decision-making process. They must disclose any relevant information that was given or requested by them about the matter under consideration.

## **8. Conflict of Interest**

In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest or where they have an organizational responsibility or personal relationship which may give the **appearance of a conflict of interest**. In accordance with the law, members shall disclose investment interests in real property, sources of income and they shall abstain from participating in deliberations and decision making where conflicts may exist.

## **9. Gifts and Favors**

Members shall refrain from accepting any gifts, favors or promises of future benefits, which might compromise their independence of judgment, or action, or give the appearance of being compromised.

## **10. Confidential Information**

Members shall respect the confidentiality of information concerning property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization nor use such information to advance their personal financial or private interests.

## **11. Use of Public Resources**

Members shall not use public resources unavailable to the public, in general, such as City staff time, equipment, supplies or facilities for private gain or personal purposes.

## **12. Representation of Public Interests**

In keeping with their role as stewards of the public interest, members shall not appear on behalf of the private interests of third parties before the Council or any board, commission or proceeding of the City, nor shall members of boards and commissions appear before the body or before the Council on behalf of the private interests of third parties on matters related to the areas of service of the body.

### **13. Advocacy**

Members shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent the body or the City of San Juan Bautista, nor will they allow inference that they do.

### **14. Policy Role of Members**

Members shall respect and adhere to the council – manager structure of San Juan Bautista City government as outlined by the San Juan Bautista Municipal Code. In this structure the City Council determines the policies of the City with the advice information and analysis provided by the public boards and commissions and City staff. Except as provided by the City Municipal Code, members shall not interfere with the administrative functions of the City or the professional duties of City staff nor shall they impair the ability of staff to implement Council policy decisions.

### **15. Independence of Boards and Commissions**

Because of the value of the independent advice of boards and commissions to the public decision-making process members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of board and commission proceedings.

### **16. Positive Workplace Environment**

Members shall support the maintenance of a positive and constructive work place for the City employees and for the citizens and businesses dealing with the City.

### **17. Implementation**

The San Juan Bautista Code of Ethics is intended to be self-enforcing and is an expression of standards of conduct for members expected by the City. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, ethical standards shall be included in the regular orientations for candidates for City Council, applicants to boards and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they have read and understand the City of San Juan Bautista Code of Ethics. The Code of Ethics shall be reviewed annually by the City Council, boards and commissions, and the City Council shall consider recommendations from boards and commissions and update as necessary.

### **18. Compliance and Enforcement**

The Boards Chairs, Commission Chairs and the Mayor have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics are brought to their attention. The City Council may impose sanctions on members whose conduct does not comply with the City's ethical standards, such as reprimand, formal censure, loss of seniority or committee assignment or budget restriction. Under the City's Municipal Code, the City Council may also remove members of boards and commissions from office. A violation of this Code of Ethics shall not be considered as a basis for challenging the validity of a council board or commission decision.

## ATTACHMENT C

CITY OF LA MIRADA  
ADMINISTRATIVE POLICY

## Policy 0-02 CODE OF ETHICAL CONDUCT

## PREAMBLE

The citizens and businesses of La Mirada are entitled to have fair, ethical and accountable local government, which has earned the public's full confidence for integrity. In keeping with the City of La Mirada's commitment to excellence, the effective functioning of government requires that:

- Public officials, both elected and appointed, comply with both the letter and spirit of all laws, regulations and policies;
- Public officials be independent, impartial and fair in their judgment and actions;
- Public office be used for the public good, not for personal gain;
- Public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the La Mirada City Council has adopted a Code of Ethical Conduct for members of the City Council, the City's commissions, councils and committees, employees, volunteers and all elected and appointed public officials to assure public confidence in the integrity of local government and its effective and fair operation.

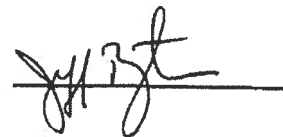
1. **Conduct of Members**

Members shall be dedicated to the highest ideals of honor and integrity in all public and personal relationships so as to merit the respect, confidence, and trust of the public. Honesty, integrity and professionalism shall be demonstrated in the performance of their duties. The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall approach organizational and operational duties with a positive attitude and constructively support open communication, creativity, dedication, and compassion. Members shall never report for duty while under the influence of alcohol or intoxicating drugs.

2. **Conflict of Interest**

In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest or where they have an organizational responsibility or personal relationship, which may give the appearance of a conflict of interest.

City Council Adoption: 8/25/15 Jeff Boynton City Manager





**CITY OF LA MIRADA**  
**ADMINISTRATIVE POLICY**

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In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts. They shall abstain from participating in deliberations and decision-making where conflicts may exist.

- 3. Confidential Information**  
Members shall take care not to disclose to others, or use to further personal interests, confidential information acquired in the course of official duties.
- 4. Representation of Private Interests**  
Members shall not represent themselves as a City official to any outside interest, before any agency, whether public or private, except with the authorization of or at the direction of the City. In addition, members shall not authorize the use of or use for the benefit or advantage of any person, the name, emblem, endorsement, or property of the City.
- 5. Gifts and Favors**  
Members shall not take any special advantage of services or opportunities for personal gain by virtue of their public office that is not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits that might compromise their independent judgment or action or give the appearance of being compromised.
- 6. Personal Favors**  
Members shall seek no favor; personal profit secured by confidential information or by misuse of public time is dishonest.
- 7. Use of Public Resources**  
Members shall not use public resources not available to the public in general, such as City staff time, equipment, supplies or facilities for private gain or personal purposes.
- 8. Advocacy**  
Members shall use discretion when endorsing candidates for public office and shall not use any City affiliation in taking action on issues against the official position of the City or in violation of the Code of Ethical Conduct.
- 9. Respect for Others**  
Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of members of the City Council, advisory bodies, staff or public.
- 10. Professionalism**  
Members shall always strive for personal professional excellence and encourage the professional development of team members.

**CITY OF LA MIRADA**  
**ADMINISTRATIVE POLICY**

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- 11. Improper Influence**  
Members shall not advocate the hiring of a relative for employment with the City.
- 12. Comply with the Law**  
Members shall never falsify any City report or record, or any report or record required to be filed.
- 13. Respect for Process**  
Members shall perform their duties in accordance with the processes and rules of order established by the City Council governing the deliberation of public policy issues and encourage meaningful involvement of the public.
- 14. Policy Role of Members**  
Members shall respect and adhere to the council-manager structure of La Mirada City government. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, advisory bodies and City staff. Members shall not interfere with the administrative functions of the City or the professional duties of City staff, nor shall they impair the ability of staff to implement Council policy decisions.
- 15. Conduct at Public Meetings**  
Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body or otherwise interfering with the orderly conduct of meetings. Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
- 16. Open Communication**  
Members shall publicly share substantive information that is relevant to a matter under consideration by the City Council, commissions, councils and committees that they may have received from sources outside of the public decision-making process.
- 17. Positive Work Environment**  
Members shall support the maintenance of a positive and constructive workplace environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees and in no way create the perception of inappropriate direction to staff.
- 18. Compliance and Enforcement**  
As an expression of the standards of conduct for members expected by the City, the La Mirada Code of Ethical Conduct is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

**CITY OF LA MIRADA****ADMINISTRATIVE POLICY**

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For this reason, ethical standards shall be included in the regular orientations for candidates for City Council, applicants to commissions and other advisory bodies, and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood the City of La Mirada Code of Ethical Conduct, included as Attachment "A." In addition, the Code of Ethical Conduct shall be annually reviewed and the City Council shall consider recommendations and update it as necessary.

**19. Your Mission**

Ethical leadership begins with you. Trustworthy leaders have strong commitments to their organizations, their team, and the collective goals of that team. As a member of the La Mirada team, you are held to the highest ethical standards of conduct.



**CITY OF LA MIRADA**

**ADMINISTRATIVE POLICY**

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**ACKNOWLEDGMENT OF CODE OF ETHICAL CONDUCT POLICY 0-02**

I acknowledge that I have received a copy of the City of La Mirada Code of Ethical Conduct Policy ("Policy"), and that I have read the Policy and understand my rights and obligations under this Policy. My signature below further signifies that I have read this Policy and that I accept and will abide by all its provisions.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **City of Santa Cruz Code of Ethics & Conduct**

### **STATEMENT OF PURPOSE**

The City of Santa Cruz City Council has adopted a Code of Ethics and Conduct for members of the City Council and the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation.

### **A. ETHICS**

The Ethics Section of the City's Code of Ethics and Conduct provides guidance on ethical issues of right and wrong.

1. **Act in the Public Interest**  
Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Santa Cruz and not for any private or personal interest, and they will ensure fair and equal treatment of all persons, claims and transactions coming before the Santa Cruz City Council, boards, commissions, and committees.
2. **Comply with both the spirit and the letter of the Law and City Policy**  
Members shall comply with the laws of the nation, the state of California and the City of Santa Cruz in the performance of their public duties. These laws include, but are not limited to the United States and California constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government; and City ordinances and policies.
3. **Respect for the decision making process**  
Members shall perform their duties in accordance with the processes and rules of order established by the City Council and boards and commissions, and committees governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by staff.
4. **Decisions Based on Merit**  
Members shall base their decisions on the merits and substance of the matter at hand.
5. **Communication**  
Members shall share substantive information that is relevant to a matter under consideration by the Council or boards, commissions, and committees which they may have received from sources outside the public decision-making process.
6. **Conflict of Interest**  
In order to ensure their independence and impartiality on behalf of common good, members shall not use their official positions to influence government decisions in which they have a material financial interest or personal relationship which may give the appearance of a conflict of interest. In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts; and they shall abstain from participating in deliberations and decisions-making where conflicts may exist.
7. **Gifts and Favors**  
Members shall comply with the requirements of the Political Reform Act relating to the acceptance and reporting of gifts.

8. Confidential Information  
Members shall strictly abide by the confidentiality of information concerning City property, personnel or proceedings of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal interests.
9. Use of Public Resources  
Members shall not use public resources not available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes. Members shall not utilize the City's name or logo for the purpose of endorsing any political candidate or business.
10. Representation of Private Interests  
In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any board, commission, committee, or proceeding of the City, nor shall members of boards, commissions, and committees appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.
11. Advocacy  
Members shall represent the official policies or positions of the City Council, board, commission, or committee to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body of the City of Santa Cruz, nor will they allow the inference that they do.
12. Policy Role of City Councilmembers  
Councilmembers shall respect and adhere to the Council-manager structure of the City of Santa Cruz government as outlined by the Santa Cruz City Charter. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards and commissions, and City staff. Except as provided by the City Charter, members therefore shall not interfere with the administrative functions of the City or professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.
13. Independence of Boards, Commissions, and Committees  
Because of the value of independent advice of boards, commissions, and committees to the public decision-making process, members of the Council shall refrain from using their position to influence unduly the deliberations or outcomes of board, commission, and committee proceedings.
14. Positive Workplace Environment.  
Members shall support the maintenance of a positive and constructive workplace environment for City employees, volunteers and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees and refrain from creating the perception of inappropriate direction to staff. Councilmembers, boards and commissioners shall adhere to the City Council Policy 25.2 Discrimination, Harassment, Retaliation, and Respectful Workplace Conduct Policy, and Administrative



Procedure Order (APO) Section II, #1A Discrimination/Harassment/Retaliation Policy Implementation and Complaint Procedure, and APO II, #1B Respectful Workplace Conduct.

## B. CONDUCT

The Conduct section of the City's Ethics and Code of Conduct policy is designed to describe the manner in which Councilmembers and board and commission members should treat one another, City Staff, constituents, and others they come into contact with in representing the City of Santa Cruz.

1. **Conduct with other Councilmembers**  
Utilizing the adopted Values Statement Councilmembers, should consider those as they engage with each other in conducting City business.
2. **Conduct in Public Meetings**
  - a. Use formal titles
  - b. Practice civility and decorum in discussions and debates
  - c. Honor the role of the presiding officer in maintaining order
  - d. Avoid personal comments that could offend other members
  - e. Demonstrate effective problem-solving approaches
3. **Conduct with City Staff**
  - a. Treat all staff as professionals  
Clear, honest communication that respects the abilities, experiences, and dignity of each individual is expected. As with Council colleagues, practice civility and decorum in all interactions with City staff.
  - b. Questions/Inquiries to City staff  
Communication with City staff should be limited to normal business hours unless the circumstances warrant otherwise. Responses to Council questions posed outside of normal business hours should be expected no earlier than the next business day.
  - c. Requests of Staff Made by Councilmembers (Council Policy 6.9)  
Requests of staff made by individual Councilmembers will require authorization by Council only if the assignment is expected to take more than one day of staff time (one-day, one person). Staff members are encouraged to raise concerns or explain time factors regarding any requests. Requests should be made directly to the City Manager, Assistant City Manager, or Department Heads.
  - d. Concerns related to the behavior or work of City staff.  
All concerns regarding staff shall be directed to the City Manager. Councilmembers shall not reprimand employees.
4. **Conduct with Other Public Agencies**
  - a. Be clear about representing the City or personal interests

When officially representing the City, the Councilmember must convey the official City position on an issue, not a personal viewpoint.

b. City Council Outgoing Correspondence (Council Policy 6.3)

Copies of all letters written by Councilmembers in their official capacity shall be kept on file for public information in the Council office according to the records retention schedule for the current year and one full year prior to the current year.

Care should be taken when using official stationery to indicate that the point of view expressed by an individual Councilmember is not necessarily that of the Council, unless the position reflects an official Council action.

5. Conduct with Boards and Commissions

a. Attendance at board or commission meetings

Councilmembers may attend any board or commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation especially if it is on behalf of an individual, business or developer could be viewed as unfairly affecting the process. Any public comments by a Councilmember at a meeting should be clearly made as individual opinion and not a representation of the entire City Council.

b. Independence of boards and commissioners

Members of Boards and Commissions serve the community, not individual Councilmembers.

## C. IMPLEMENTATION

As an expression of standards of conduct for members expected by the City, the City of Santa Cruz Code of Ethics and Conduct is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, ethical standards shall be included in the regular orientations for candidates for City Council, applicants to boards, commissions, committees and newly elected and appointed officials. Members entering office shall sign a statement affirming they have read and understood the City of Santa Cruz Code of Ethics and Conduct.

## D. ACCOUNTABILITY AND ENFORCEMENT

The Code of Ethics and Conduct Policy for City Councilmembers and Board & Commissioner Members establishes guiding principles for appropriate conduct and behavior and sets forth the expectations of members of the Council, Boards, and Commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government.

This section establishes a process and procedure for reporting violations of the Code of Ethics and Conduct Policy.

A. Complaints made by a City staff member or a member of the public regarding a Councilmember, or Board & Commission Members:

In the case of a City staff member or a member of the public making a report of suspected violation by a Councilmember or a member of a Board or Commission of this policy shall report it to the City Manager. The City Manager will report it to the Mayor and the Human Resources Director if it is a City staff member. The Mayor will follow the protocols as described in Section B.

However, if the complaint is a violation of City Council Policy 25.2 Discrimination, Harassment, Retaliation, and Respectful Workplace Conduct Policy, Administrative Procedure Order (APO) Section II, #1A Discrimination/Harassment/Retaliation Policy Implementation and Complaint Procedure or APO II, #1B Respectful Workplace Conduct, the process for investigation and resolution will be conducted pursuant to the appropriate policy. Upon conclusion of an investigation, the Human Resources Director shall refer the findings to the ad hoc committee as described in Step C of this policy.

**B. Complaints made by Councilmembers or Boards & Commission Members about a fellow Councilmember or Board & Commission Member:**

1. Whenever possible, the first step for a Councilmember or Board or Commission Member who believes there was a potential violation of the Code of Ethics and Conduct Policy, they will attempt to resolve the matter with the person directly. If this does not resolve the matter, or if there is sufficient complexity or legal violation then it shall be reported directly to the Mayor. In the event the Mayor is the subject of the inquiry, the role of that official shall be the Vice Mayor.
  - a. In the event that both the Mayor and Vice Mayor are subject to inquiry, the role of that official shall be the most senior councilmember. "Most senior" is defined as the Councilmember with the most consecutive years of service, or in the event of a tie, the one who received the most votes at the last election.
2. Upon report of a complaint, an ad hoc committee composed of the Mayor, Vice Mayor and the most senior uninvolved Councilmember will convene as an evaluation committee to determine the validity of the complaint and, if appropriate, an initial course of action as discussed below. In the event that both the Mayor and Vice Mayor are subject to inquiry, the role of that official shall be the most senior councilmember. "Most senior" is defined as the Councilmember with the most consecutive years of service, or in the event of a tie, the one who received the most votes at the last election.
3. Within three (3) working days of receipt of complaint, the Mayor or Vice Mayor, the Councilmember/Commissioner/Board Member in question shall be notified of the reported complaint by the Mayor or Vice Mayor. The notification shall include a copy of the written complaint if one was submitted and supporting documentation, if any, the identity of the complainant, and the nature of the complaint.
4. If the majority of the ad hoc committee agrees that the reported violation is without substance, no further action will be taken. If the violation is deemed to have merit, the ad hoc committee shall refer the matter to the City Attorney for the purpose of conducting an initial interview with the subject Councilmember/Commissioner/Board Member. The City Attorney shall report his/her initial findings back to the ad hoc committee.
5. If the ad hoc-committee then determines that an investigation is warranted, the ad hoc committee shall direct the City Attorney to conduct or refer for an investigation.



C. Report of Findings:

At the conclusion of the investigation, the City Attorney shall report the findings back to the ad hoc committee in writing. The ad hoc committee shall review the report. If there were no findings of a violation, no further action shall be taken. If the findings are substantiated, the ad hoc committee shall make a recommendation on the imposition of a consequence and refer the matter to the City Council for consideration.

D. Proceedings:

Investigative findings and recommendations from the ad hoc committee that are brought forward to the Council shall be considered at a city council meeting within 45 days of the ad hoc committee's receipt of findings.

E. Accountability

At the discretion of the Council, consequences may be imposed for violating the Code of Ethics & Conduct Policy or engaging in other misconduct. They include but are not limited to:

- a) Admonishment: A reproof or warning directed to a Councilmember, Board or Commission Member about a particular type of behavior that violates this policy.
- b) Censure: A formal statement or resolution by the City Council officially reprimanding a Councilmember.
- c) Removal from Commission or Board: For members of a Board or a Commission, they can be removed from the Board or Commission by a majority vote of the Council.

I affirm that I have read and that I understand, the City of Santa Cruz Code of Ethics and Conduct Policy.

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

Position: \_\_\_\_\_

Attachment A: Values Statement

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## CODE OF ETHICS AND CONDUCT

### VALUES STATEMENT

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#### STATEMENT OF PURPOSE:

The City of Santa Cruz City Council has adopted a Code of Ethics and Conduct for members of the City Council and the City's boards and commissions to ensure public confidence in the integrity of local government and its effective and fair operation.

The Values listed below are our framework for day-to-day actions and decision-making. They are a commitment to uphold a standard of integrity and competence beyond that required by law in our treatment of others and how we conduct the business of the City.

#### VALUES

- INTEGRITY
- HONESTY
- RESPECT
- FAIRNESS
- TRUST
- EQUITY
- COMMUNICATION
- COLLABORATION
- PUBLIC SERVICE
- INCLUSIVENESS
- ACCOUNTABILITY



**City of Sunnyvale**  
**2021 Code of Ethics and Conduct for**  
**Elected and Appointed Officials**

*"Conduct is three-fourths of our life and its largest concern."  
-- Matthew Arnold*



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## Policy Purpose

The Sunnyvale City Council has adopted a Code of Ethics and Conduct for members of the City Council and the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation.

### A. ETHICS

The citizens and businesses of Sunnyvale are entitled to have fair, ethical and accountable local government which has earned the public's full confidence for integrity. In keeping with the City of Sunnyvale Commitment to Excellence, the effective functioning of democratic government therefore requires that:

- public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government;
- public officials be independent, impartial and fair in their judgment and actions;
- public office be used for the public good, not for personal gain; and
- public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the Sunnyvale City Council has adopted a Code of Ethics and Conduct for members of the City Council and of the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. The Ethics section of the City's Code of Ethics and Conduct provides guidance on ethical issues and questions of right and wrong.

1. Act in the Public Interest. Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Sunnyvale and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Sunnyvale City Council, boards and commissions.
2. Comply with both the spirit and the letter of the Law and City Policy. Members shall comply with the laws of the nation, the State of California and the City of Sunnyvale in the performance of their public duties. These laws include, but are not limited to: the United States and California constitutions; the Sunnyvale City Charter; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government; and City ordinances and policies.
3. Conduct of Members. The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, boards and commissions, the staff or public.
4. Respect for Process. Members shall perform their duties in accordance with the processes and rules of order established by the City Council and board and commissions governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff.

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5. **Conduct of Public Meetings.** Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; or otherwise interfering with the orderly conduct of meetings.
6. **Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
7. **Communication.** Members shall publicly disclose substantive information that is relevant to a matter under consideration by the Council or boards and commissions, which they may have received from sources outside of the public decision-making process.
8. **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest, or where they have an organizational responsibility or personal relationship which may give the appearance of a conflict of interest. In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts; and they shall abstain from participating in deliberations and decision-making where conflicts may exist.
9. **Gifts and Favors.** Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office, that are not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.
10. **Confidential Information.** Members shall respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.
11. **Use of Public Resources.** Members shall not use public resources not available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.
12. **Representation of Private Interests.** In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any board, commission or proceeding of the City, nor shall members of boards and commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.
13. **Advocacy.** Members shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Sunnyvale, nor will they allow the inference that they do.

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Councilmembers and board and commission members have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention or display endorsements during Council meetings, board/commission meetings, or other official City meetings.

14. **Policy Role of Members.** Members shall respect and adhere to the council-manager structure of Sunnyvale City government as outlined by the Sunnyvale City Charter. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards and commissions, and City staff. Except as provided by the City Charter, members therefore shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.
15. **Independence of boards and commissions.** Because of the value of the independent advice of boards and commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of board and commission proceedings.
16. **Positive Work Place Environment.** Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

## **B. CONDUCT**

The Conduct section of the City's Code of Ethics and Conduct is designed to describe the manner in which Councilmembers and board and commission members should treat one another, City staff, constituents, and others they come into contact with in representing the City of Sunnyvale. It reflects the work of a Council Policy and Protocol Subcommittee that was charged with defining more clearly the behavior, manners, and courtesies that are suitable for various occasions. The Subcommittee also considered a wide variety of policy changes and clarifications designed to make public meetings and the process of governance run more smoothly.

The constant and consistent theme through all of the conduct guidelines is "respect." Councilmembers experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, elected and appointed officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the touchstone that can help guide Councilmembers and board and commission members to do the right thing in even the most difficult situations.

### **1. Elected and Appointed Officials' Conduct with One Another**

*"In life, courtesy and self-possession, and in the arts, style, are the sensible impressions of the free mind, for both arise out of a deliberate shaping of all things and from never being swept away, whatever the emotion, into confusion or dullness."*

*-- William Butler Yeats*

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Elected and appointed officials are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may "agree to disagree" on contentious issues.

### **1(a). In Public Meetings**

#### *Use formal titles*

Elected and appointed officials should refer to one another formally during public meetings, such as Mayor, Vice Mayor, Chair, Commissioner or Councilmember followed by the individual's last name.

#### *Practice civility and decorum in discussions and debate*

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

#### *Honor the role of the chair in maintaining order*

It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

#### *Avoid personal comments that could offend other members*

If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.

#### *Demonstrate effective problem-solving approaches*

Members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

Outside of official board or commission meetings, individual board and commission members are not authorized to represent the City or their board or commission unless specifically designated by the Council or the board or commission to do so for a particular purpose. In private settings, board and commission members may communicate at any time and on any subject with individual members of the City Council, and may express to them individual viewpoints and opinions. In public, however, all members shall represent the official policies or positions of their board or commission, with the following exception. During a Council public hearing on any item addressed by the board or commission, any member may speak under standard time limits, but shall indicate whether their testimony represents an official position (majority opinion) or a minority opinion of the board/commission to which they belong. The chair shall represent the majority view of the board or commission, but may report on any minority views as well, including his or her own. When an official

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board or commission position differs from staff's recommendation on a particular policy issue, then at the Mayor's discretion additional time may be provided to the chair of the board or commission (or his/her designee) to explain the position of the board/commission or to rebut statements made by staff or the public. If new information is brought to light during a public hearing which was not shared previously with the board or commission, the Mayor may allow the board or commission chair to respond. If the Council deems the new information sufficient to warrant additional study, then by majority vote Council may remand the issue back to the board or commission for further study prior to taking other action itself.

Individual opinions and positions may be expressed by board and commission members regarding items that have not come before the particular board/commission to which they belong. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Sunnyvale, nor will they allow the inference that they do.

Although a board or commission may disagree with the final decision the Council makes, the board or commission shall not act in any manner contrary to the established policy adopted by the Council.

### **1(b). In Private Encounters**

#### *Continue respectful behavior in private*

The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.

#### *Be aware of the insecurity of written notes, voicemail messages, and E-mail*

Technology allows words written or said without much forethought to be distributed wide and far. Would you feel comfortable to have this note faxed to others? How would you feel if this voicemail message were played on a speaker phone in a full office? What would happen if this E-mail message were forwarded to others? Written notes, voicemail messages and e-mail should be treated as potentially "public" communication.

#### *Even private conversations can have a public presence*

Elected and appointed officials are always on display – their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.

In private, board and commission members may communicate at any time and on any subject with the City Council, and may express to Council individual viewpoints and opinions.

## **2. Elected and Appointed Officials' Conduct with City Staff**

*"Never let a problem become an excuse."  
-- Robert Schuller*

Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected, and City staff who implements and administers the Council's

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policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

*Treat all staff as professionals*

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

*Member questions/inquiries to City staff*

1. General. Council and board/commission communications with City staff should be limited to normal City business hours unless the circumstances warrant otherwise. Responses to Council questions posed outside of normal business hours should be expected no earlier than the next business day.
2. Routine Requests for Information and Inquiries. Members may contact staff directly for information made readily available to the general public on a regular basis (e.g., “What are the library’s hours of operation?” or “How does one reserve a tee time at the golf course?”). Under these circumstances staff shall treat the member no differently than they would the general public, and the member shall not use their elected status to secure preferential treatment. The city manager does not need to be advised of such contacts.
3. Non-Routine Requests for Readily Available Information. Members may also contact staff directly for easily retrievable information not routinely requested by the general public so long as it does not require staff to discuss the issue or express an opinion (e.g., “How many traffic lights are there in the City?” or “Under what circumstances does the City lower its flags to half mast?”).
4. Non-Routine Requests Requiring Special Effort. Any member request or inquiry that requires staff to compile information that is not readily available or easily retrievable and/or that requests staff to express an opinion (legal or otherwise) must be directed to the city manager, or to the city attorney, as appropriate (e.g., “How many Study Issues completed over the past five years have required 500 or more hours of staff time?”, or “What is the logic behind the City’s sign ordinances affecting businesses along El Camino Real?”). The city manager (or city attorney as appropriate) shall be responsible for distributing such requests to his/her staff for follow-up. Responses to such requests shall be copied to all Councilmembers (if originating from a Councilmember), relevant board or commission members (if originating from a board or commission member), the city manager, the city attorney as appropriate and affected department directors.
5. Meeting Requests. Any member request for a meeting with staff must be directed to the city manager or city attorney, as appropriate.
6. Public Safety Restrictions. Under certain circumstances, requests for information regarding operations or personnel of the Department of Public Safety may be legally restricted. Applicable statutes include: The Peace Officers’ Procedural Bill of Rights (California Government Code Section 3300, et seq.), Confidentiality of Peace Officer Records (California Penal Code Section 832.5-7), and a number of exceptions to the California Public Records Act, defined in Government Code Section 6254. Providing information in response to such requests could violate the law, and might also violate due process rights that have been defined for peace officers in the State of

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California. Accordingly, it shall be the policy of the City of Sunnyvale to strictly comply with all applicable legal authorities governing the release of Department of Public Safety information and records.

*Do not disrupt City staff from their jobs*

Elected and appointed officials should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Do not attend City staff meetings unless requested by staff – even if the elected or appointed official does not say anything, his or her presence implies support, shows partiality, intimidates staff, and hampers staff’s ability to do their job objectively.

*Never publicly criticize an individual employee*

Elected and appointed officials should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee’s manager. Comments about staff performance should only be made to the city manager through private correspondence or conversation. Comments about staff in the office of the city attorney should be made directly to the city attorney. Appointed officials should make their comments regarding staff to the city manager or the Mayor.

*Do not get involved in administrative functions*

Elected and appointed officials must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits. [See Code of Ethics] The Sunnyvale City Charter, Section 807, also contains information about the prohibition of Council interference in administrative functions.

*Check with City staff on correspondence before taking action*

Before sending correspondence, Councilmembers should check with City staff to see if an official City response has already been sent or is in progress. Board and commission members shall not send correspondence except as authorized under the City’s policies governing volunteers. (Council Policy 7.2.19, Boards and Commissions.)

*Limit requests for staff support*

Routine secretarial support will be provided to all Councilmembers. The Council Executive Assistant opens all mail for Councilmembers, unless a Councilmember requests other arrangements. Mail addressed to the Mayor is reviewed first by the city manager who notes suggested action and/or follow-up items.

Requests for additional staff support – even in high priority or emergency situations – should be made to the city manager who is responsible for allocating City resources in order to maintain a professional, well-run City government.

*Do not solicit political support from staff*

Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private

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citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

### **3. Elected and Appointed Officials' Conduct with the Public**

*"If a man be gracious and courteous to strangers, it shows he is a citizen of the world, and that his heart is no island cut off from other lands, but a continent that joins to them."*

*-- Francis Bacon*

#### **3(a). In Public Meetings**

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

*Be welcoming to speakers and treat them with care and gentleness. While questions of clarification may be asked, the official's primary role during public testimony is to listen.*

"I give many public presentations so standing up in front of a group and using a microphone is not new to me. But I found that speaking in front of Council was an entirely different experience. I was incredibly nervous and my voice was shaking. I think the reason was because the issue was so personal to me. The Council was going to take a vote that would affect my family's daily life and my home. I was feeling a lot of emotion. The way that Council treats people during public hearings can do a lot to make them relax or to push their emotions to a higher level of intensity."

*Be fair and equitable in allocating public hearing time to individual speakers.*

"The first thing the Mayor said to me was to be brief because the meeting was running late and the Council was eager to go home. That shouldn't be my problem. I'm sorry my item was at the end of the agenda and that there were a lot of speakers, but it is critically important to me and I should be allowed to say what I have to say and believe that the Council is listening to me."

The chair will determine and announce limits on speakers at the start of the public hearing process. Questions should not be asked for the express purpose of allowing one speaker to evade the time limit imposed on all others (e.g., "Was there something else you wanted to say?"). Generally, each speaker will be allocated three minutes with applicants and appellants or their designated representatives allowed ten. If many speakers are anticipated, the chair may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers.

No speaker will be turned away unless he or she exhibits inappropriate behavior. Each speaker may only speak once during the public hearing unless the chair requests additional clarification later in the process. After the close of the public hearing, no more public testimony will be accepted unless the chair reopens the public hearing for a limited and specific purpose.

*Give the appearance of active listening*

It is disconcerting to speakers to have members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the

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room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger or boredom.

*Maintain an open mind*

Members of the public deserve an opportunity to influence the thinking of elected and appointed officials. To express an opinion or pass judgment prior to the close of a public hearing casts doubt on a member's ability to conduct a fair review of the issue. This is particularly important when officials are serving in a quasi-judicial capacity.

*Ask for clarification, but avoid debate and argument with the public*

Only the chair – not individual members – can interrupt a speaker during a presentation. However, a member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

If speakers become flustered or defensive by questions, it is the responsibility of the chair to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by members to the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Members' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.

*No personal attacks of any kind, under any circumstance*

Members should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.

*Follow parliamentary procedure in conducting public meetings*

The city attorney serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. The chair, subject to the appeal of the full Council or board/commission makes final rulings on parliamentary procedure.

**3(b). In Unofficial Settings**

*Make no promises on behalf of the Council, board/commission or City*

Members will frequently be asked to explain a Council or board/commission action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise Council or board/commission action, or to promise City staff will do something specific (fix a pothole, remove a library book, plant new flowers in the median, etc.).

*Make no personal comments about other members*

It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other members, their opinions and actions.

*Remember that despite its impressive population figures, Sunnyvale is a small town at heart*  
Members are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the City of Sunnyvale. Honesty

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and respect for the dignity of each individual should be reflected in every word and action taken by members, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

#### **4. Council Conduct with Other Public Agencies**

*"Always do right. This will gratify some people and astonish the rest."  
-- Mark Twain*

*Be clear about representing the City or personal interests*

When representing the City, the Councilmember must support and advocate the official City position on an issue, not a personal viewpoint. Outside of official board or commission meetings, board and commission members are not authorized to represent the City or their board or commission unless specifically designated by the Council or the board or commission to do so for a particular purpose.

When representing another organization whose position is different from the City, the Councilmember should withdraw from voting on the issue if it significantly impacts or is detrimental to the City's interest. Councilmembers should be clear about which organizations they represent and inform the Mayor and Council of their involvement.

*Correspondence also should be equally clear about representation*

City letterhead may be used when the Councilmember is representing the City and the City's official position. A copy of official correspondence should be given to the Council Executive Assistant to be filed in the Council Office as part of the permanent public record.

City letterhead should not be used for non-City business nor for correspondence representing a dissenting point of view from an official Council position.

#### **5. Council Conduct with Boards and Commissions**

*"We rarely find that people have good sense unless they agree with us."  
--Francois, Duc de La Rochefoucauld*

The City has established several boards and commissions as a means of gathering more community input. Citizens who serve on boards and commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

*If attending a board or commission meeting, be careful to only express personal opinions*

Councilmembers may attend any board or commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation especially if it is on behalf of an individual, business or developer -- could be viewed as unfairly affecting the process. Any public comments by a Councilmember at a board or commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.

*Limit contact with board and commission members to questions of clarification*

*For ease of reference in the Code of Ethics and Conduct, the term "member" refers to any member of the Sunnyvale City Council or the City's boards and commissions established by the City Charter, City Ordinance or Council policy.*

It is inappropriate for a Councilmember to contact a board or commission member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Councilmembers to contact board or commission members in order to clarify a position taken by the board or commission.

*Remember that boards and commissions serve the community, not individual Councilmembers*  
The City Council appoints individuals to serve on boards and commissions, and it is the responsibility of boards and commissions to follow policy established by the Council. But board and commission members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to threaten board and commission members with removal if they disagree about an issue. Appointment and re-appointment to a board or commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A board or commission appointment should not be used as a political "reward."

*Be respectful of diverse opinions*

A primary role of boards and commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on boards and commissions, but must be fair and respectful of all citizens serving on boards and commissions.

*Keep political support away from public forums*

Board and commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support board and commission members who are running for office, but not in an official forum in their capacity as a Councilmember.

## **6. Conduct with the Media**

*"Keep them well fed and never let them know that all you've got is a chair and a whip."  
-- Lion Tamer School*

Board and commission members are not authorized to represent the City outside of official board/commission meetings unless specifically authorized to do so.

Councilmembers are frequently contacted by the media for background and quotes.

*The best advice for dealing with the media is to never go "off the record"*

Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

*The Mayor is the official spokesperson for the City on City positions.*

The Mayor is the designated representative of the Council to present and speak on the official City position. If an individual Councilmember is contacted by the media, the Councilmember should be clear about whether their comments represent the official City position or a personal viewpoint.

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*Choose words carefully and cautiously*

Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

### **C. SANCTIONS**

*"You cannot have a proud and chivalrous spirit if your conduct is mean and paltry;  
for whatever a man's actions are, such must be his spirit."  
-- Demosthenes*

#### *Model of Excellence*

City Councilmembers, Board and Commission Members, and Council appointees who do not sign the Model of Excellence (Appendix A) shall be ineligible for intergovernmental assignments or Council subcommittees.

#### *Ethics Training for Local Officials*

City Councilmembers, Board and Commission Members, and Council appointees who are out of compliance with State- or City-mandated requirements for ethics training shall not represent the City on intergovernmental assignments or Council sub-committees, and may be subject to sanctions.

#### *Public Disruption*

Members of the public who do not follow proper conduct after a warning in a public hearing may be barred from further testimony at that meeting or removed from the Council Chambers.

#### *Inappropriate Staff Behavior*

Councilmembers should refer to the city manager any City staff or to the city attorney any City Attorney's staff who do not follow proper conduct in their dealings with Councilmembers, other City staff, or the public. These employees may be disciplined in accordance with standard City procedures for such actions. (Please refer to the section on Council Conduct with City Staff for more details on interaction with Staff.)

#### *Councilmembers Behavior and Conduct*

**Compliance and Enforcement.** The Sunnyvale Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the Sunnyvale City Council, boards and commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of boards and commissions and the Mayor and Council have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics and Conduct are brought to their attention.

City Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee assignments (both within the City of Sunnyvale or with inter-government agencies) or have official travel restricted.

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Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by Council.

Councilmembers should point out to the offending Councilmember infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being challenged, then the matter should be referred to the Vice Mayor.

It is the responsibility of the Mayor to initiate action if a Councilmember's behavior may warrant sanction. If no action is taken by the Mayor, the alleged violation(s) can be brought up with the full Council in a public meeting.

#### *Board and Commission Members Behavior and Conduct*

Counseling, verbal reprimands and written warnings may be administered by the Mayor to board and commission members failing to comply with City policy. These lower levels of sanctions shall be kept private to the degree allowed by law. Copies of all written reprimands administered by the Mayor shall be distributed in memo format to the chair of the respective board or commission, the city clerk, the city attorney, the city manager, and the City Council. Written reprimands administered by the Mayor shall not be included in packets for public meetings and shall not be publicized except as required under the Public Records Act.

The City Council may impose sanctions on board and commission members whose conduct does not comply with the City's policies, up to and including removal from office. Any form of discipline imposed by Council shall be determined by a majority vote of at least a quorum of the Council at a noticed public meeting and such action shall be preceded by a Report to Council with supporting documentation. The Report to Council shall be distributed in accordance with normal procedures, including hard copies to numerous public facilities and posting online. Any Report to Council addressing alleged misconduct by a board or commission member shall be routed through the Office of the city attorney for review of whether any information is exempt from disclosure (subject to redaction) based on privacy interests authorized under the Public Records Act.

When deemed warranted, the Mayor or majority of Council may call for an investigation of board or commission member conduct. Should the city manager or city attorney believe an investigation is warranted, they shall confer with the Mayor or Council. The Mayor or Council shall ask the city manager and/or the city attorney to investigate the allegation and report the findings.

The results of any such investigation shall be provided to the full Council in the form of a Report to Council, and shall be placed on the agenda of a noticed public meeting as "Information Only". Any such report shall be made public and distributed in accordance with normal procedures (i.e., hard copies to numerous public locations and posted online). Any report to Council addressing the investigation of board and commission members shall be routed through the Office of the City Attorney for review of whether any information is exempt from disclosure (subject to redaction) based on privacy interests authorized under the Public Records Act.

It shall be the Mayor and/or the Council's responsibility to determine the next appropriate action. Any such action taken by Council (with the exception of "take no further action") shall be conducted at a noticed public hearing. These actions include, but are not limited to: discussing and counseling the

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individual on the violations; placing the matter on a future public hearing agenda to consider sanctions; forming a Council ad hoc subcommittee to review the allegation, the investigation and its findings, as well as to recommend sanction options for Council consideration.

Under the City Charter, the City Council also may remove members of boards and commissions from office. A violation of this Code of Ethics and Conduct shall not be considered a basis for challenging the validity of a Council, board or commission decision.

#### **D. PRINCIPLES OF PROPER CONDUCT**

##### **Proper conduct IS ...**

- Keeping promises
- Being dependable
- Building a solid reputation
- Participating and being available
- Demonstrating patience
- Showing empathy
- Holding onto ethical principles under stress
- Listening attentively
- Studying thoroughly
- Keeping integrity intact
- Overcoming discouragement
- Going above and beyond, time and time again
- Modeling a professional manner

##### **Proper conduct IS NOT ...**

- Showing antagonism or hostility
- Deliberately lying or misleading
- Speaking recklessly
- Spreading rumors
- Stirring up bad feelings, divisiveness
- Acting in a self-righteous manner

##### **It all comes down to respect**

Respect for one another as individuals ... respect for the validity of different opinions ... respect for the democratic process ... respect for the community that we serve.

#### **E. CHECKLIST FOR MONITORING CONDUCT**

- Will my decision/statement/action violate the trust, rights or good will of others?
- What are my interior motives and the spirit behind my actions?
- If I have to justify my conduct in public tomorrow, will I do so with pride or shame?
- How would my conduct be evaluated by people whose integrity and character I respect?

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- Even if my conduct is not illegal or unethical, is it done at someone else’s painful expense? Will it destroy their trust in me? Will it harm their reputation?
- Is my conduct fair? Just? Morally right?
- If I were on the receiving end of my conduct, would I approve and agree, or would I take offense?
- Does my conduct give others reason to trust or distrust me?
- Am I willing to take an ethical stand when it is called for? Am I willing to make my ethical beliefs public in a way that makes it clear what I stand for?
- Do I exhibit the same conduct in my private life as I do in my public life?
- Can I take legitimate pride in the way I conduct myself and the example I set?
- Do I listen and understand the views of others?
- Do I question and confront different points of view in a constructive manner?
- Do I work to resolve differences and come to mutual agreement?
- Do I support others and show respect for their ideas?
- Will my conduct cause public embarrassment to someone else?

**F. GLOSSARY OF TERMS**

<b>attitude</b>	The manner in which one shows one’s dispositions, opinions, and feelings
<b>behavior</b>	External appearance or action; manner of behaving; carriage of oneself
<b>civility</b>	Politeness, consideration, courtesy
<b>conduct</b>	The way one acts; personal behavior
<b>courtesy</b>	Politeness connected with kindness
<b>decorum</b>	Suitable; proper; good taste in behavior
<b>manners</b>	A way of acting; a style, method, or form; the way in which things are done
<b>point of order</b>	An interruption of a meeting to question whether rules or bylaws are being broken, such as the speaker has strayed from the motion currently under consideration
<b>point of personal privilege</b>	A challenge to a speaker to defend or apologize for comments that a fellow member considers offensive
<b>propriety</b>	Conforming to acceptable standards of behavior
<b>protocol</b>	The courtesies that are established as proper and correct
<b>respect</b>	The act of noticing with attention; holding in esteem; courteous regard

**G. IMPLEMENTATION**

As an expression of the standards of conduct for members expected by the City, the Sunnyvale Code of Ethics and Conduct is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, this document shall be included in the regular orientations for candidates for City Council, applicants to board and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood the City of Sunnyvale Code of Ethics and Conduct. In addition, the Code of Ethics and Conduct shall be annually reviewed by the City Council, boards and commissions, and the City Council shall consider recommendations from boards and commissions and update it as necessary.

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(Adopted: RTC 08-113 (4/8/08), Update: RTC 09-036 (2/3/09); Updated: RTC 09-047 (2/24/09); Approved with no changes: RTC 10-078 (3/23/10); RTC 11-058 (3/29/11); RTC 12-067 (3/20/2012); Updated: RTC 13-060 (3/19/13); Approved with no changes: RTC 14-0211 (3/18/14); RTC 15-0050 (3/24/15); RTC 16-0360 (4/5/16); RTC 17-0161 (3/28/17); RTC 18-0036 (1/9/18); RTC 19-0185 (2/26/2019); RTC 20-0021 (3/17/20); RTC 21-0383 (3/16/21))

Lead Department: Office of the City Manager

APPENDIX A - Model of Excellence Member Statement

**MODEL OF EXCELLENCE**

**Sunnyvale City Council, Boards and Commissions**

**MEMBER STATEMENT**

As a member of the Sunnyvale City Council or of a Sunnyvale board or commission, I agree to uphold the Code of Ethics and Conduct for Elected and Appointed Officials adopted by the City and conduct myself by the following model of excellence. I will:

- Recognize the worth of individual members and appreciate their individual talents, perspectives and contributions;
- Help create an atmosphere of respect and civility where individual members, City staff and the public are free to express their ideas and work to their full potential;
- Conduct my personal and public affairs with honesty, integrity, fairness and respect for others;
- Respect the dignity and privacy of individuals and organizations;
- Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit;
- Avoid and discourage conduct which is divisive or harmful to the best interests of Sunnyvale;
- Treat all people with whom I come in contact in the way I wish to be treated;

*I affirm that I have read and understood the City of Sunnyvale Code of Ethics and Conduct for Elected and Appointed Officials.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

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## Staff Report

**TO:** City Council

**FROM:** Nicole Wheelwright, Deputy City Clerk

**DATE:** December 21, 2021

**SUBJECT: Mayoral Appointments to Various Boards, Commissions and Committees**

---

### Background and Analysis:

As part of an annual reorganization, it is the Mayor's discretion to appoint City Council members to various boards, commissions and committees. The following entities require representatives from the City Council.

- Riverside Transit Agency
- Transportation Now
- Riverside County Transportation Commission
- Western Riverside County Regional Conservation Authority
- Beaumont Cherry Valley Parks and Recreation District
- Beaumont Cherry Valley Water District
- Beaumont Unified School District
- Legislative Liaison
- Collaborative Agency
- City Manager and Mayor's Breakfast
- Eastern Riverside County Interoperable Communications Authority
- Southern California Association of Governments
- League of California Cities
- Memorial Committee
- Finance and Audit Committee
- Economic Development Committee
- San Gorgonio Integrated Regional Water Management Region Stakeholder Advisory Committee
- Western Riverside Council of Governments
- Water Re-Use Ad-Hoc 2x2 Committee
- Passcom

- Beaumont Basin Watermaster Board
- Memorial Ad-Hoc Committee

**Fiscal Impact:**

Staff estimates the cost to prepare this staff report to be \$195.

**Recommended Action:**

Mayoral appointments of City Council members to various boards, commissions and committees.



**ANGIE ARCILLA**  
arcilla@sbemp.com  
FIRM ASSISTANT TO SONJA LEE

REPLY TO:  
Palm Springs, California

December 3, 2021

CITY OF BEAUMONT PROFESSIONAL SERVICES THRU: 11/30/2021

**TOTAL DUE: \$105,006.07**

Sincerely,  
**SBEMP, LLP**

By: Angie Arcilla

**SLOVAK BARON EMPEY MURPHY & PINKNEY LLP**

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Palm Springs, CA 92262  
Fed. ID #33-0833010  
Telephone 760-322-2275  
Facsimile 760-322-2107

December 3, 2021

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont\*Iloputaife

Professional services through: 10/04/2021:

Invoice # 67755

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$9,157.50

**SLOVAK BARON EMPEY MURPHY & PINKNEY LLP**

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December 3, 2021

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont\*Urban Logic

Professional services through: 10/12/2021:

Invoice # 67769

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$6,009.00

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December 3, 2021

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont\*Norton Rose

Professional services through: 10/19/2021:

Invoice # 67757

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT: \$4,225.97

**SLOVAK BARON EMPEY MURPHY & PINKNEY LLP**

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December 3, 2021

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont\*Gregg

Professional services through: 11/03/2021:

Invoice # 67754

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$2,985.00

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December 3, 2021

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont\*Lee

Professional services through: 11/9/2021:

Invoice # 67756

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT: \$9,664.30

**SLOVAK BARON EMPEY MURPHY & PINKNEY LLP**

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December 3, 2021

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont\*Carpenters

Professional services through: 11/11/2021:

Invoice # 67752

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$3,987.50

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Facsimile 760-322-2107

December 3, 2021

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont\*AIG

Professional services through: 11/30/2021:

Invoice # 67759

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$1,606.00

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December 3, 2021

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont\*Fibracast

Professional services through: 11/30/2021:

Invoice # 67753

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT: \$39,820.00

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December 3, 2021

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont\*Peters

Professional services through: 11/30/2021:

Invoice # 67760

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$935.00

**SLOVAK BARON EMPEY MURPHY & PINKNEY LLP**

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Facsimile 760-322-2107

December 3, 2021

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont\*Weka

Professional services through: 11/30/2021:

Invoice # 67761

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$852.50

**SLOVAK BARON EMPEY MURPHY & PINKNEY LLP**

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Facsimile 760-322-2107

December 3, 2021

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont\*WRCOG

Professional services through: 11/30/2021:

Invoice # 67762

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$110.00

**SLOVAK BARON EMPEY MURPHY & PINKNEY LLP**

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Telephone 760-322-2275  
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December 3, 2021

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont-FairwayCanyon

Professional services through: 11/30/2021:

Invoice # 67763

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$167.30

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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

December 3, 2021

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont-NobleCreekRev

Professional services through: 11/30/2021:

Invoice # 67765

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT: \$2,461.70

**SLOVAK BARON EMPEY MURPHY & PINKNEY LLP**

**Palm Springs, CA**  
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**Indian Wells, CA**  
T (760) 322- 9240

**Orange County, CA**  
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**San Diego, CA**  
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**New York**  
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Fed. ID #33-0833010  
Telephone 760-322-2275  
Facsimile 760-322-2107

December 3, 2021

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont-OverRetainer

Professional services through: 11/30/2021:

Invoice # 67758

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT: \$14,831.20

**SLOVAK BARON EMPEY MURPHY & PINKNEY LLP**

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Facsimile 760-322-2107

December 3, 2021

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont-Retainer

Professional services through: 11/30/2021:

Invoice # 67766

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$7,500.00

**SLOVAK BARON EMPEY MURPHY & PINKNEY LLP**

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Fed. ID #33-0833010  
Telephone 760-322-2275  
Facsimile 760-322-2107

December 3, 2021

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont-UtilityAuthor

Professional services through: 11/30/2021:

Invoice # 67768

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$693.10

**SLOVAK BARON EMPEY MURPHY & PINKNEY LLP**

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To: City Council  
From: John O. Pinkney, City Attorney  
Date: December 15, 2021  
Re: List of Pending Litigation Against City of Beaumont

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**Pending Litigation Against the City (does not include litigation initiated by the City)**

1. ***Christian Lee v. City of Beaumont***, Riv. Co. Sup. Case No. RIC 2003005 (Pre-Trial)
2. ***Charles Peters dba Pioneer Mobile Village v. City of Beaumont et. al.***, Riv. Co. Sup. Case No. RIC 1707116 (Appeal)
3. ***Southwest Regional Council of Carpenters v. City of Beaumont***, Riv. Co. Sup. Case no. CVRI2000635 (Pre-Trial)
4. ***Ezekwesili Iloputaife, et. al. v. City of Beaumont et. al.***, EDCV 21-1452-JWH(AGR) (Pleading)



#ACITYELEVATED

DEPARTMENT PROJECTS  
SCHEDULE UPDATES  
November 2021



# CITY CLERK



## CITY CLERK'S OFFICE PROJECT SCHEDULE November 2021

- **Records Indexing**
  - Records Indexing – IN PROGRESS
  - Laserfiche user-friendly clean up – IN PROGRESS
  - Electronic Scanning of all Permanent Records - UPCOMING
- **Public Records Requests for the Month of November**

### Public Records Requests for the Month

Requestor	No. of Requests	Date Received	Response Date	Response Update	Status	Staff Time Allocated
Accutrend	1	Nov 1, 2021	Nov 3, 2021		Complete	.50 hr
E. Reyes	4	Nov 2, 2021	Nov 8, 2021		Complete	1.25 hrs
E. Reyes	4	Nov 2, 2021	Nov 12, 2021		Complete	1.50 hr
A. Galbreath-Baker	19	Nov 2, 2021	Nov 16, 2021		Complete	3.50 hr
M. Everitt	4	Nov 2, 2021	Nov 3, 2021		Complete	.50 hr
K. Skinner	1	Nov 10, 2021	Nov 18, 2021		Complete	.50 hr
L. Chatar	6	Nov 11, 2021	Nov 18, 2021		Complete	.75 hr
G. Ashford	2	Nov 12, 2021	Nov 18, 2021		Complete	.50 hr
J. Steinsapir	1	Nov 17, 2021	Nov 17, 2021		Complete	.50 hr
M. Nelson	3	Nov 23, 2021	Dec 2, 2021		Complete	.75 hr
R. Poteete	4	Nov 22, 2021	Dec 2, 2021		Complete	.75 hr
M. Nelson	3	Nov 19, 2021	Dec 2, 2021		Complete	.75 hr
T. Halawani	3	Nov 27, 2021	Dec 2, 2021		Complete	.75 hr

### Extended Time Required Public Records Requests

Requestor	No. of Requests	Requested Documents	Date Received	Response Update	Status	Staff Time Allocated	Costs Associated
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**Monthly Totals**

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No. of Requests	No. of Completed Requests	Staff Time Allocated
<b>55</b>	<b>55</b>	<b>12 hrs</b>

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# COMMUNITY DEVELOPMENT



## COMMUNITY DEVELOPMENT UPDATE Ending November 2021

- **Housing Element Update**
  - Staff received comments from the State on the DRAFT Housing Element Update and are preparing revisions
  - AFFH section is being prepared
  - Objective Design Standards are being prepared
  - Safety Element Update was approved by CalFire and is on the HEU website
- **Ordinance Updates**
  - Accessory Dwelling Unit Ordinance will follow the Housing Element Update to comply with State law
  - Food Truck standards being prepared to present to Council
- **MSHCP – Western Riverside County Multiple Species Habitat Conservation Plan**
  - Fee update took effect July 1, 2021.
  - Staff is participating in the MSHCP Committee updating the handbook
  - Handbook will be before the MSHCP Board in February
- **Planning Commission**
  - The next Planning Commission meeting will be December 14, 2021.
- **Grants**
  - Staff has submitted a second reimbursement request for LEAP funds and first reimbursement for SB2 grant.
- **Code Enforcement**
  - 34 open cases as of 11/30/21
  - 27 Inspections resulting in no cases opened during the month of November
  - Closed 9 cases in October
- **Building and Safety Department Data for November**
  - <http://www.ci.beaumont.ca.us/DocumentCenter/View/2428>
- **Planning Project Data for November**
  - DRC Reviewed 10 applications in November (only 2 meetings due to holidays)
  - 24 new Planning applications were received in the month of November



## Project Status Report

Project Number	Date Submitted	Applicant	Project Location	Project Description	Project Status	Anticipated PC Hearing Date	Anticipated CC Hearing Date
ENV2021-0017, PLAN2021-0656, PM2021-0009, PP2021-0388-0391, SP2021-0005	08/20/2021	Exeter	North side of Brookside Avenue, South side of Cherry Avenue, East of I-10 at 37101 and 37251 Cherry Valley Blvd.	Summit Station Specific Plan Amendment from residential to commercial, industrial and open space on 188 acres formerly known as the SunnyCal Specific Plan	In review, Scoping Meeting held 10/7/21	2022	2022
PP2021-0385 CUP2021-0059	7/28/21	Starbucks	449 E. 4th Street (old Denny's)	Starbucks with a drive-thru	Approved @ PC	11/9/21	NA
07-ENV-001		Legacy Highlands SP	s/o SR 60 w/o Beaumont Ave.	Court required remedy of EIR deficiencies	Recission Complete		11/2/21
PP2020-0317	10/12/2020	John Dykes McClure Machine	North side of 1st Street, East of Viele	17,000sf concrete tilt-up industrial building	Environmental under review		NA
SP2019-0003, PLAN2019-0283, PLAN2019-0284, ENV2019-0008	04/08/2019	JRT BP 1LLC	West of Jack Rabbit Trail, south of SR-60	Annexation, Specific Plan, GPA, EIR for development of 622 acres	Screen check Draft EIR in process, SP review in process	2022	2022
CUP2109-0033&34 PP2019-0209	06/03/2019	Jaswindler Singh Sondh	NWC Pennsylvania Ave & I-10	Proposed gas station, C-market with alcohol sales, quick service restaurant and car wash	Staff review of proposed revisions, CEQA review, CalTrans issues		NA
ENV2019-0009	07/18/2019	ASM Beaumont Potrero Logistics	s/o SR 60 e/o Hidden Canyon just west of Potrero	Industrial development ~500K sf, would require annexation for small piece of land & entitlement process (ASM)	Screen check EIR in review	2021	2021
PP2019-0222 PM2019-0006 CUP2019-0037 & 38	07/30/2019	Ari Miller, Santiago Holdings	NWC Beaumont Ave & Oak Valley Pkwy	Retail center w/possible grocery anchor, drive-thru restaurants, retail & gas station	Project revisions underway	2021	NA
PLAN2020-0544	12/2/2020	Terra-Gen	248 Viele	Battery Storage Facility	Approved @ PC	10/26/21	NA

Item 17.





CUP2020-0045	03/27/2020	Ramona's Mexican Restaurant	Ramona's Mexican Restaurant	Ramona's Custom Brews	Comments sent to applicant, pending revisions, On Hold per applicants request	Inactive	NA
CUP2020-0052	08/04/2020	Carrie Long	60 S. Palm	Pet Resort (Kennels & related facilities)	pending WQMP submittal	On Hold	NA
CUP2017-0001	05/24/2017	Colorado River Mobile Homes, LLC	36805 Brookside Ave.	Brookside RV Storage	Continued at applicants request	Continued indefinitely per applicants request	NA

### Inquiries/Discussions/Not Filed

Location	Description
Walmart Fuel	Addition of gas station at Walmart
Beaumont Crossroads II Sign Program	Signs for Hidden Canyon projects
Oak Valley Parkway & Golf Club Drive	Restaurants & Retail Center
E/S of Potrero N/O SR 60 (Denley)	Mixed use development with residential, commercial & retail SP, EIR & Tract Maps required
Beaumont Avenue & 1 <sup>st</sup> Street	38-acre mixed use development with apartments, modular homes & retail/commercial – would require GPA, SP, Tract Map, MND or EIR (Thrifty Oil)

### Planning Applications received October 2021:

- 2 Administrative Plot Plan
- 7 Home Occupation Permits
- 2 Minor Variances
- 2 Pre-Application Requests
- 3 Residential Administrative Plot Plans
- 1 Sign Application
- 2 Temporary Use Permit Applications
- 2 Special Event Permit Applications

# COMMUNITY SERVICES\_TRANSIT



## COMMUNITY SERVICES-TRANSIT November 2021

### Recreation

#### Upcoming Events

- Veteran's Day Parade – Nov. 11<sup>th</sup> / Beaumont Ave. to City Hall- Complete
- Senior Thanksgiving Outreach – November 25<sup>th</sup>- Complete
  - 80 meals were made and delivered to senior/disabled home bound
- Letters to Santa – drop box open at CRC between Nov 29-Dec 17
- Holiday Light Parade – Dec 11<sup>th</sup> / Beaumont Ave to City Hall
- Transit bus “Santa Tracker” participating in Operation Santa – Dec 11<sup>th</sup>
- Veterans Expo – February/March
- FSA Senior Lunch Indoor eating and/or Grab and Go
  - Hot meals now being served to seniors every Thursday – can take weekly frozen meals home as well
- Mini Kickers – Starting in January / February 2022

#### Ongoing Programs (In-person) – Chatigny Recreation Center

- Chair Yoga – CRC - every Tuesday & Thursday
- Fit After 50 - CRC - Mon, Wed & Fridays
- BINGO – CRC - Fridays 10:30am-11:30am
- Senior Aerobics – Mon, Wed & Fridays – 9am
- Cookie decorating class – 1-2 classes a month
- Pickleball: Mon, 11am-1pm & Tues, 8am-10am
- Open Basketball: Mon, 1:30pm-3:30pm & Wed, 1:30pm-3:30pm
- Parent and Me Ballet – October, Mondays - 4:30pm-5:15pm
- Introductory to Ballet – October, Mondays – 5:15pm-6pm
- Zumba – class schedule pending – Mon, Wed & Friday: 8:30am-9:15am

### Parks

#### Nicklaus Park

- Gates at dog park scheduled to be replaced – In-Progress

#### Mt. View Park (Sundance)

- 124 trees trimmed, 10 trees removed, and 10 stumps ground - Complete

#### Three Rings Ranch Park

- 60 yards of wood chips for playground - Complete



Stetson

- Doggie pots (dog waste bags dispensers) – Complete
- 25 yards of wood chips for playground - Complete

Stewart Park

- City Council directed staff to create RFP for Landscape Architect Services to design and develop plans for Stewart Park renovation.

Sports Park

- Walking path lighting repair; Convert 40 HPS Lights to LED- In Progress
- 175 yards of mulch installation at south end of park – Complete
- Men's restrooms sink plumbing repair- In Progress
- 60 yards of wood chips for playground - Complete

DeForge Park

- CDF vegetation removal in channel- On hold pending CDF return
- Solid waste receptacles – scheduled for replacement of lids-In Progress
- Replace doggie pots (dog waste bags dispensers)- Complete
- 95 yards of wood chips for playground- Complete

Wildflower Park

- Tree trimming – Complete
- 90 yards of wood chips for playground - Complete

Shadow Creek Park

- Irrigation – major water lines repaired-In Progress
- 2 backflows need repaired- In Progress

Trevino Park

- 120 yards mulch to be placed in front of park- Complete

Fallen Heroes Park

- –Hedges trimmed throughout park- Complete

## **Grounds Maintenance**

Rights-of-Way

- Graffiti Removal – Four (4) locations
- Cherry Channel (south) walking path irrigation replacement – 95% completed
  - Valve replacements
  - Prep new drip line in anticipation of new landscape install-On Hold – new plants to be installed in March 2022.
- New stump grinder delivered and in service- 22 Stumps ground
- Desert Lawn hedges trimmed
- Trees lifted on Oak View Drive

### Open Space and City Owned Lots

- Weed Abatement Program
  - Coordinating with CDF – Seneca Springs open space – on hold pending return of CDF
  - Contractor to submit bids for all city lots – under review
  - 
  - Marshall Creek – Pending
  - Sundance Bowl - Complete
  - Brookside and Fairway Dr – 40% Complete

## **Building Maintenance**

### Fire Station 66

- Electrical Engineer hired to review plans and determine appropriate design-walk through completed, report and recommendation submitted to staff for review.

### City Hall

- Paint and Stucco at City Hall -
- Veterans Day preparations - Complete
- Paint Bldgs B & D – In Progress
- Awning replacement on Bldg D-In Progress

### Police Department

- Enhance lighting in parking lot – In-Progress
- Obtaining quotes for minor roof repair to modular building
- Electrical and Generator Upgrades – In Progress

### Chatigny Recreation Center

- New drywall in elevator mechanical room after water leak – 95% completed
- Flag box installation - Scheduled

## **Transit**

### Operations

- EV Charging Station use:
  - November: 85 unique drivers, charging for 274 sessions
  - EV Charging rate increase - Complete
- December 4<sup>th</sup>- Stuff the Bus at Walmart
- Smog inspections required this year have begun to be tested- 90% completed
- Vehicle Mechanic started November 20<sup>th</sup>, Brian Barnett

## Capital Improvement Plan Projects

### Stewart Park Project – 3.95M

- City Council directed staff to pursue an RFP for contracting services that will include Landscape Architect and all required subcontract consultants to provide complete plan and cost estimate for completion of park.
  - RFP In Progress and to be published December/January

### Rangel Park Ballfield Lights, Electrical and Playground - \$500,000

- Splash Park – cost analysis under way to see possibility of removing splash pad due to space confinements and cost savings.
- Landscape Architect retained for pre-construction plans
  - Initial design of ballfield and park received and in review

### Playground Shade Covers Phase I - \$250,000

- Update from City Council to pursue fabric shade sails. RFP for multiple parks and playgrounds underway.

### Compressed Natural Gas Fueling Station

- So Cal Gas meeting to discuss tariff agreement – ongoing
- Application for new gas service - Completed
- Presentation to Council coming soon

## Grants

- Carl Moyer Program – SCAQMD - \$600,000
  - Application approved at January 15<sup>th</sup> meeting
  - Additional funds to be used for CNG station
- Prop 68 Per Capita Grant - \$177,952
  - Approved by City Council to apply for funding to improve Three Rings Ranch Park
  - Design drawings received and will be presented to residents for review and input
- Circle 4 Tree Planting Grant
  - CaUFC (California Urban Forest Council) will provide the City approximately 70-100 15-gallon trees which will include stock and labor to ensure proper installation by volunteers and WCA, Inc (West Coast Arborist).



# ECONOMIC DEVELOPMENT



## ECONOMIC DEVELOPMENT

### November 2021

#### RFPs Underway

#### Major Projects

##### **Retail Market Analysis**

- Work is underway with The Retail Coach
  - Retail Market Analysis Complete
  - Promoting custom cell-phone analysis to all small businesses in the City
  - Site Profiles underway
  - Attraction is underway – Recruitment Sprint #2
  - Drafting Opportunity Site Profiles
  - Prepping materials for regional ICSC conference in May 2022

##### **Covid-19 Response**

- Back to Business Committee
  - Business Survey
  - Resident Survey
  - Business Outreach
  - Stay updated with State Guidelines and Reopening plans
  - COVID-19 Complaint Business Package
  - Small Business Grant Program – Round 2 funding has been distributed
- American Rescue Plan
  - Provides direct funding to each City in two payments
  - Reviewing eligible uses for these funds.
  - Funds must be expended by 2024
- Major Employer Discussions
  - ICON is seeing a huge increase in orders and shipping
  - Wolverine has leveled out
  - CJ Foods is in full production
  - Rudolf Foods is expanding its operations and is hiring 40 new employees
  - Priority Pallet is starting to recover
  - Amazon is happy with their location
  - All are experiencing Hiring and employee retention issues
- Business Resource Information is available on City website
  - Reopening plan guidance docs for each industry
  - Disaster loans, Small business grants and Paycheck Protection Program links
  - Utility benefit info
  - Small business development assistance
  - Programs to help small business retool and adapt their business plan and strategy
- Revised sales tax projections and project absorption for FY21
  - Expand modeling on sales and property taxes for impacts from COVID-19

- Update recession indicator model with new datasets
- Riverside County to unveil microbusiness loans of \$2,500 per business. Details and timing coming soon

### **Retail Recruitment Strategy**

- Review of information and needs associated with establishment of the program
- Retail recruitment has changed, and the City's efforts must adapt to stay competitive
- Continue to review and come up with ideas on streamlining permit process
- Market Analysis completed
- Working to update Economic Development portion of the website to include data and info site selectors and corporate execs are looking for

### **Economic Development Strategic Plan**

- Partnership established with UCR for business and entrepreneur development
- Potential partnership with CVEP for business development and resource seminars
- Partnerships developed for datasets and review of statistics
  - UCR
  - Working on MSJC
- Targeted Industry Groups
  - Fulfillment centers, high-tech manufacturing, additive manufacturing, healthcare, renewable energy sources, logistics technology clusters
  - Hotels, entertainment outlets, sit-down restaurants, retail businesses
  - Market Analysis will kickstart this effort using new datasets and industry matching
- Monthly workforce training events held each month on 2<sup>nd</sup> Thursday (Next Date is January 13)
- Focus has shifted towards Retail recruitment and Marketing functions for 2021
- FY22 programs being developed now
  - Small Business and Large Employer Meetings held in October. These will be held quarterly or more frequent based on special circumstances.
- Working on new website content and design. Working to secure new URL for the website

### **Successor Agency Dissolution**

- 52 Acre Property Transfer to the City for public use
  - Compensation Agreement among taxing entities

### **Downtown Campus/Facilities Master Plan Project**

- Working to update based on newly adopted Downtown Plan

### **Sales Tax and Property Tax Review**

- Review and analyze quarterly sales tax and annual property tax revenues
- Make suggestions and action plans on results
- Targeted sectors, business outliers and discrepancies
- Growth projections
- Incorporate this data into the multi-year fiscal model and annual budget
- Property tax dataset from years 2000-2018 – completed
- Working through revenue models based on home sales and sales tax updates

### **Economic Fiscal Impact Model Review (part of General Plan Update)**



- Review inputs and test model
- Run various test projects to determine calibration

### **Budget Modeling and Review**

- Working to develop a robust and sound fiscal model based on a true data set that can be trusted
- The model will be able to project future revenues and growth projections to make better financial choices today
- Working on economic indicator review for downturn/recession planning opportunities
- Partnership with Claremont McKenna College Professor in Economics Dr. Keil
- Developing commercial /industrial absorption model with revenues
- Working on expense model per development type
- Recession indicator model
- New required revenues model under development, based on new fiscal forecast deficit in 2024
- Recession Indicator Model previously created being reviewed to track leading indicators

### **Coordination with Multiple Departments on Projects**

- Work on current / future projects, capital projects, Capital Improvement Plan, Design Review Committee, review of Planning applications and projects
- Serve as city liaison for private industry for each city department

### **Economic Development Committee – Next meeting January 12, 2021**

### **Grant Management**

- Developing City Grant Policies and Procedures
  - Presenting Draft to Finance and Audit on December 20th
- Developing Grant tracking worksheet
- Departments reviewing funding opportunities

### **Foreign Trade Zone**

- Working with City of Palm Springs or March JPA to potentially expand their zone to include Beaumont
- Develop strategy to work through US Customs to get the approval of alternative site framework application
- Working on next steps.
- A path forward has been determined but requires additional funding for a customs officer to cover the expanded zone area
- Working with Riverside County to identify possible funding sources
- Meeting on December 15<sup>th</sup>

### **Business Retention and Expansion Events**

- Programming next series of events and training seminars for post pandemic
- Partnering with UCR, RivCo EDA and Coachella Valley Economic Partnership
- Contact small companies in need of assistance and resources
- Retraining Program
- Small Business and Large Employer Ambassador Meetings
  - Second round of meetings being scheduled for early 2022

- Next City Job Fair scheduled for February 16<sup>th</sup>, 2022.

### **Current Development Projects (building now)**

#### **Sundance Corp Center**

- Building 1 and 2 almost completed
- Building 3 working on Tenant Improvements
- Working to fill remaining retail/in-line space

#### **San Gorgonio Specific Plan**

- Commercial property between 1<sup>st</sup> and 2<sup>nd</sup> streets from Kohls to Center Pointe (across from Walmart)
- Most attraction efforts are completed: A select few inline suites and one endcap are still available.
- Now Open: Flip Flop Shop and Share Tea
- Building under construction: Sherman Williams
- Now open are Grocery Outlet, In-N-Out, Raising Cane's, Five Below, Jersey Mikes, El Mariachi Mexican Take-Out, Bright Now Dental, Ulta Beauty, CinemaWest and AT&T Store
- Building is continuing and most tenants are still planning on opening this year, restrictions permitting.

### **Major Development Projects - Potential**

#### **Denley – Beaumont Village Specific Plan**

- 300-acre specific plan with Commercial/Residential/ Mixed use project
- Between Oak Valley Parkway and SR 60, east of Potrero Blvd.
- Entire project is not included in BCVWD Urban Water Management Plan

#### **Crossroads Logistics - Amazon**

- Revised job numbers from Amazon is now 3,300 for this facility

#### **Crossroads II Logistics (Hidden Canyon)**

- McDonald Property Group is new owner
- Had multiple meetings with interested parties (developers and end users)
- Working to attract targeted industry groups per the EDSP
- Currently working on tenants for the 1 million sq. ft. building
- Have a lead on the second building as well

#### **Commercial property at Oak Valley Parkway / Beaumont Avenue**

- Working with landowner and broker to attract key tenants for the center
- Current leads are Farmer Boys, 7-Eleven with gas, drive-thru Starbucks

#### **Commercial property at Oak Valley Parkway / Desert Lawn Drive**

- Project submitted with new Gas Station and Drive Thru restaurant

#### **Commercial property at Eighth Street / Highland Springs Avenue**

- Small 1.5-acre site
- Recruitment completed
  - 7-Eleven with gas

- Dutch Bros Coffee

### **Other Project Leads**

Miscellaneous leads for projects that I have worked on in the last 12 months. These range from simple phone calls to complete meetings with developers, architects and engineers.

- Commercial property at Oak Valley Parkway / I-10
- Commercial property at Oak Valley Parkway / Golf Club Drive
- Commercial property at Beaumont Avenue / 1<sup>st</sup> Street
- Commercial property at Pennsylvania / 6<sup>th</sup> Street
- Commercial property at Pennsylvania / 1<sup>st</sup> Street
- Commercial property at 6<sup>th</sup> Street and Xenia Avenue
- Residential property at 6<sup>th</sup> Street and Xenia Avenue

### **Other Items**

- Hotel Incentive Package
- City Incentive Package/Policy
- Downtown Parking Ordinance
- Food Truck event analysis
- Top 10 Commercial Broker meeting program
- Development of Chamber of Commerce partnership
- US EDA – Potrero PH2 Grant
- Food Truck Ordinance review
- Young Professional Networking Program
- Business of the month program with Chamber of Commerce has been created



# FINANCE



## FINANCE DEPARTMENT

### November 2021

#### SPECIAL PROJECTS

- Tyler software
  - Payroll/HR Module – this project will consolidate payroll and HR within the primary City financial system. The City Council approved funding for this project at the December 15, 2020 meeting. This project will move forward with implementation contemplated by July or August 2021. Payroll Configuration started on 05/10/21. Payroll went live on August 27, 2021.
  - Cost Allocation and Fee Study– need to update for both grant indirect rate purposes and for fee adjustments. Cost allocation RFP went out and Proposals are due by 10/29/21. Two potential vendors have been identified with presentations scheduled for the week of November 15<sup>th</sup>. Council approved on 12/07/21 to award the contract to RCS.
  - Exploring alternative solution to Business License software needs – project is on hold
  - Tracking Accounts receivable through Tyler – project is on hold
- City Audit – The City Auditors fieldwork was completed and a draft financials was sent to the City on 12/03/21. Currently we are working with the auditors on corrections needed on the financials. A draft will be provided to the Finance Committee Meeting scheduled for December 20<sup>th</sup>.
- Transit Audit – The Transit Auditors, Eide Bailly, began fieldwork on 10/06/21 and have plans to finalize their report by the end of December.
- AP Automation – Project started in October and initial letters went out to vendors notifying them that Nvoicepay would be contacting them. 35% of vendors matched their system and are already set up. Nvoicepay plans to have the implementation complete by the middle of December. AP automation went live on Friday, December 3<sup>rd</sup>.
- FEMA grant – application submitted successfully by the City. Costs associated with responding to the Covid-19 emergency are being tracked and documented. The City has submitted several projects and expects to submit additional projects in the first quarter of calendar 2021. Initial funding decisions should occur in April 2021. Two claims have been approved, others are still in review. We received our first FEMA reimbursement on 09/02/21 for \$10,369.19 for PD overtime.
- CARE (COVID Relief Fund) – the City is eligible to receive up to \$635K in Federal Funding through the State. As of November 19, 2020, City has received all of these funds. Following the receipt of Federal funds, the City Council created a General Fund supported Covid Relief program in the same amount as the Federal funds received.
  - Business Grant awards are complete and funds have been disbursed. The Council decided to move forward with a second round of funding. The second round of business grants was processed and payments issued on March 19, 2021.
  - Household assistance applications have been received and payments have been issued to qualifying households.
  - To date, approximately \$400K of these funds have been expended.

- Treasury's Coronavirus State and Local Fiscal Recovery Funds – The City is eligible to receive funds in the amount of \$7,306,318.00. The application for these funds has been submitted and the first tranche of funds was received on 6/7/2021. The second tranche will be released 365 after receiving the first tranche. Premium pay was authorized by City Council and was processed on 6/25/2021 in the amount of \$1,833,584.60.
- 2021-22 Overhead Allocation and Transfers -these are completed quarterly. First quarter transfers have been completed.
- Internal Service Funds – the CC approved the creation of 4 new internal service funds.

This includes:

- Facility Maintenance/ Replacement Fund
- Vehicle Replacement Fund
- Equipment Replacement Fund
- IT Equipment Replacement Fund

These funds will be incorporated into the FY 2022 budget process with allocations to the funds from departments based on a utilization basis. First quarter contributions have been made.

- New processes and procedures
  - Investment policy/ Investment process – the policy has been approved by City Council an investment advisor selected. The setup work is underway and an updated policy with recommendations from the investment advisor was approved by Council on 5/18/2021. Investment program is in process and currently waiting for market conditions to improve to implement.
- Compliance with Developer Agreements
  - KHOV
    - Fee credits for prepaid Sewer Capacity DIF reconciled monthly (overpayment has been identified – refund to developer completed)
    - Park fee credits reconciled monthly
    - All Bond proceeds available to KHOV for 2016-4 have been paid
  - Pardee
    - Park fee credits and prepaid DIF reconciled monthly.
    - IA 8F bonds issued and proceeds sent to Pardee.
    - Pardee was billed and has paid prepayment for FY 2021 after DIF and TUMF credits were included in the computations.
    - Pardee requested and was paid the Paygo funds from IA 8F
    - TriPointe has requested payment on 10/19/21 for IA 2019-1 bonds proceeds. The request is in the review process.
  - RSI
    - Fee credits for prepaid Road and Bridge DIF completed
- DR Horton
  - Park Fee credits and DIF reconciled monthly
- Compliance with TUMF Credit Agreements
  - Pardee
    - Potrero Phase II
    - Pennsylvania Widening
    - Oak Valley Interchange
  - Lassen
    - 4th Street Extension (Grading)



- Crossroads
  - 4th Street Extension (Paving)
- Processing of CFD Prepayment Requests
  - Program restarted October 2017
  - Process “dark” from 6/1 through 9/30 for tax roll assessment processing
  - Received #20 requests to date (one received May 2021)
  - Received #19 full payoffs to date
    - Total \$325,527.39 for debt service
    - Total \$10,739.38 for future facilities
  - All funds transferred to Trustee for retirement of bonds
  - Bonds retired to date = \$180,000
- Management of Existing Bonds
  - Special District Report for Beaumont Finance Authority Due 01/31/21 – report completed
  - Special District Report for Beaumont Public Improvement Authority Due 1/31/21 – report completed
  - Next Debt Service Payment Due 03-01-21
- Refunding Bond Issuance completed for IA 8C and IA 17B
- Refunding Bond Issuance completed for IA 7B, 7C, 17A, 19C and 20
- Bonds issued for CFD 2019-1
- SCO Filings Due for FY21 1/31/2022
  - Streets Report was filed on 11/23/21
  - Remaining reports Not yet filed
- AQMD FY21 filing – February 2022
- File FY 2021-22 City Budget with the County of Riverside – will file when budget book is complete
- CFD Assessments Costs (Parks/Maintenance/Administration)
  - Reporting CFD Revenues Generated by IA – Recording in the general ledger as received from the County of Riverside
    - Segregation of funds: #250 Administration, #255 Maintenance, #260 Public Safety, #265 Facilities, #510 Pay-Go, #840 Bond Debt Service, #850 BFA, #855 BPIA
  - Demonstrate Means/Methods for CFD Fund Allocations – Working on best way to identify/capture data:
    - Park Maintenance
    - Parkway Maintenance
    - Public Safety
    - Other

This project will be re-initiated and considered as part of the cost allocation project with approved vendor.

- IA 8F – Bonds issued – net proceeds approx. \$12.3 million sent to Pardee in compliance with settlement agreement and acquisition agreement. The vast majority is a return of DIF and TUMF fees.
- Pardee – pay go reimbursement request filed for Area 2016-2 – request of \$340,726 – Completed
- Pension Liability Analysis and Options – reviewed by CC at the March 3, 2020 meeting. The City Council allocated \$2.5 million in General Fund reserves to be used in addressing the pension liability. Staff will provide the CC with an overview of options including pros

and cons of those options. Updated Council September 21, 2021. Will bring back options and financial models November 2021.

- FY 22/23 Budget – Staff will begin the budget process for the FY 2022-23 budget kick-off meeting scheduled November 15, 2021.
- Budget book development using new software in in process. Final book is planned to be completed by December 2021.
- The City began an investment program with Public Trust Advisors. The City transferred \$15m to the trustee account on November 30, 2021. Quarterly reports on investment activity will be presented to the Finance and Audit Committee as well as City Council.
- The City adopted a resolution on December 7, 2021 authorizing the creation of a Pension 115 trust with PARS. Will begin work with PARS to create an investment policy and model different funding scenarios.

## ONGOING WORK

Bank reconciliations (all banks and trustee accounts)

- NOTE: Citibank Operating Account reconciled through 10/20/21  
Payroll and Workers Comp Accts reconciled through  
09/30/21  
All other accounts reconciled through 10/31/21.  
All Trustee accounts reconciled through 9/30/21**

Daily cash receipts data transfer into the general ledger

Weekly accounts payable processing

Timely recording of payroll and related entries

Review and reconciliation of all DIF monthly

Review, reporting of MSHCP and TUMF monthly

General ledger review and reclassifications as needed

Review of budget to actual activities

Monthly financial reporting to Finance Committee and City Council

Review and analysis of Project accounting monthly

- Review of project budgets to CIP
- Reconciliation of revenues recorded
- Reconciliation of expenses incurred with Public Works
- Reconciliation with general ledger entries

Development of Policies and Procedures (continuous)

Transparency

- General ledgers are redacted and uploaded
- Wilmington Trust statements are being held due to redaction issues-ONLY available to view over the counter
- Paid vendor invoices are scanned and uploaded to portal within reasonable time frame
- Bank statements and reconciliations uploaded through June 2021
- All Bond fund requisitions are redacted and uploaded

## UPCOMING PROJECTS

Business license program management

Inventory management – for equipment this will be updated during the fall of 2021 using the new Fixed Assets module

Travel Policy – needs to be created

Further Automation of Accounts Payable and Accounts Receivable processing

A complete review of all financial policies will be undertaken during FY 2022 to determine missing elements and needed updates.

## **GRANTS**

The Community Development Department took on the task of tracking all grants received by the City and coordinated with the Finance Department. A complete listing of existing Grants and projected Grants was provided to the Finance Committee and City Council in June 2020. This listing will be updated and maintained. In process of completing a grant policy and procedures. A multi-department effort to coordinate and track grants is underway. The policy is ready and will be presented to the Finance Committee in December for review.



# INFORMATION TECHNOLOGY



## INFORMATION TECHNOLOGY November 2021

### **Tyler Upgrades – IN PROGRESS**

- New Payroll Software – Completed
- Accounts Payable Module in Incode – In Progress
- Business License software module research. – On hold
- Civic Engagement software (EAM) demo to replace PMM. – On hold
- SolarAPP+ Running proof of concept with Tesla – In Progress
- PMM - Add Illegal Activity request type – In Progress

### **City Hall – IN PROGRESS**

- New upgrades to data center being presented to Council.
- PC Deployment in progress.
- Remodel and moves in place. - Completed
- New phone upgrade in place. – Completed
- 2 Code vehicle being retrofitted with tough books. - Progress

### **Police Department – IN PROGRESS**

- Will have analytics to provide for staff for better information of service needs.
- Retrofit a few new vehicles with Toughbook's and cradle points. – On going
- Upgrades to Data Center at PD being presented to Council.
- New RIPA AND DOJ Compliance modules being tested.
- Mark43 and DOJ project still in place.
- PC Deployment in Progress
- New camera installation at PD Annex – In progress
- Netmotion Implementation – In Progress

### **CAD\RMS System for Public Safety (PD)– IN PROGRESS**

- New Internet line for Riv Co - installed
- NG911 DOJ on schedule
- Additional vehicle retrofit with CAD access – in progress.
- Vehicle Location Service – Troubleshooting issues
- Netmotion Project - in Progress

### **California Yard – In Progress**

- Circuit installation – In progress
- Fortinet Firewall and Switch installation – In Progress
- PC Deployment – In Progress

### **Wastewater Plant –IN PROGRESS**

- Phase 1 & 2 of networking at WWTP completed.
- New Internet Upgrade and phones system Install - ETA Nov 1. - Completed
- New redundancy IT measures being explored. – In Progress
- New Frontier SD-Wan Cut Over – In Progress

### **Albert Chatigny Community Center AC Controls**

- Testing new AC controls with Directive from Parks & Rec.
- New Rec Software and membership scanner test. - Completed



## INFORMATION TECHNOLOGY November 2021

### **IT Strategic Plan – IN PROGRESS**

- Creating an IT strategic plan for City Manager.
- Looking at efficient ways to save city money on telco services.
- Identifying new GIS options
- Looking at options to bringing a third party for holistic assessment of security needs.
- Meeting to discuss budget and ongoing projects to align to Beaumont's vision.
- Review and mitigate IT policies
- Providing new security measure that coincides with CJIS compliance



# PUBLIC INFORMATION



## PUBLIC INFORMATION PROJECTS UPDATE November 2021

### Communications Strategic Plan

- Update 2018 plan to include new goals and objectives
- Due: January

### City/PD Style Guides

- Create new for PD
- Due: End of December
  - Media Kit on website - *Wait on style guides*

### PD Email Distribution

- Sign up notification image to gain followers on news flash

### Digital Magazine

- Launch first quarter 2022
- Pricing and options needed
- Canva to launch newsletter style program – waiting on Beta

### Digital Business Cards

- Sent options to Mercedes

### City App

- ~~Design/Function~~
- ~~Submit information on departments and park facilities~~
- ~~Finalize design & name~~
- ~~Final product submitted to Tyler Tech~~
  - Waiting on Tyler Tech and the App stores

### New downtown banners

- Missing one at 6<sup>th</sup> and Beaumont
- Faded and need new design
- Add to Second Street per 2021/22 Budget

### Military Banner Corrections

- Improper placement and missing banners
- Submit to DekraLite for correction and replacement

### CIP Book & Downtown Vision

- Kickoff meeting with consultant to discuss project
- Consultant provided outline/scope
- Developing a visual marketing piece which highlights CIP projects, streetscapes, placemaking, and city branding for the downtown area.

- Materials will be utilized to market the area to investors and developers

### **Economic Development**

- Branding/Website Development
- Kyle providing detailed framework for website

### **Public Education**

- Government 101
  - Timeline for the year and month
    - Start in early 2022
  - Districts
  - Services
  - Committees/Commissions
- Planning Commission Spotlight
  - Planning/ED
  - Commercial site selection and development process flowchart to educate residents on new businesses coming to Beaumont
  - FAQ Page for website
- Public Works
  - Traffic Projects
  - Townhall Meetings
- Website Updating
  - Start with WWTP - Use new photos
  - Update PD pages with comments

### **Budget planning**

- Digital magazine
- State of the City
- Video and photo quotes
- Branding PD items
  - EZ up, Table cloth, Photo back drop and new stand, Symbol arts for new patch pins

### **Advertising/Misc. Outreach**

- Social Media
  - Mayor Mondays
    - Meet with Lloyd about future engagement
    - Second week on January meeting
  - WM - Will promote tree recycling
  - Small Business posted on Wednesdays - IP
- Record Gazette Advertisements for upcoming events
  - Parade for next week
- Bus Shelter Advertisements
  - Doug submitted request – generic info for now no ads



## Misc. Projects

- ~~Operation Santa map and street names list~~
- Letters to Santa – Launched
  - November 29 – December 17
  - Nice List certificated mailed out by Parks and Rec
- City wide Decorating Contest – Launched
  - Online voting by photo only
  - Open December 1 – December 12
  - Voting December 13 – 16
  - Winner announced and signs delivered December 20
- ~~Update communications service request form to include list of services~~
- Christmas Parade
  - ~~All graphics complete~~
  - ~~Social media schedules~~
  - ~~Parade maps updated~~
  - Added cookies and cocoa to website

## Local Events

- Stuff the Bus – December 4
- Christmas Parade 12-11
- Shop with a Cop 12-11
- Operation Santa 12-11

## Social Media Followers

*What is the Difference Between **Likes** and Follows? ... A Like is a person who has chosen to attach their name to your Page as a fan. A **follower** is a person who has chosen to receive the updates that you post in their news feed (subject to the Facebook algorithm of course).*

- Facebook
  - City Account –8,858 Followers (+42)
    - 3 individuals Direct Messaged (DM) us
    - Highest performing post in November: Cal Trans Traffic Alert Highland Springs Ramp Closures
      - Reach: 11,618
  - Parks and Recreation – 1,287 Followers (+20)
    - Highest performing post in November: Thanksgiving Meal Delivery
      - Reach: 2,616
  - PD Account –12,624 Followers (+40)
    - Highest performing post in November: November 12, 2021, Press Release on assault of BUSD Staff Member
      - Reach: 15,37
- Twitter
  - City 2,654 Followers (+10)
  - PD 1,966 Followers (+42)
- Instagram
  - City 3,705 Followers (+132)

- PD 7,779 Followers (+83)
- Nextdoor
  - City and PD 12,951 Members (+326)
    - 8,704 claimed households

## Misc.

- eNewsletter/ News releases
  - 3,118 registered contacts (-4)
- Notification sign-ups
  - calendar of events - 904 (+0)
  - City Council - 680 (-7)
  - EDC - 226 (-2)
  - FAC - 162 (+0)
  - Planning Commission - 548 (+0)
  - Construction Updates - 1211 (-8)
  - Homepage news - 200 (+0)
  - PD Homepage News - 29 (+2)

# PUBLIC WORKS





## PUBLIC WORKS UPDATE November 2021

- **Pavement Rehabilitation**
  - City Council Approved contract with AAA paving on 09/07.
  - Project has commenced.
  - Contractor began with ADA ramp upgrades and local asphalt “dig-outs” prior to resurfacing streets.
  - Resurfacing local streets has commenced.
  - Project expected to be complete in March pending weather.
  
- **Sewer System Master Plan ~ No Change**
  - Data request from Consultant has been completed and fulfilled.
  - Mesa Lift station survey is complete, consultant preparing accurate “as-built” record drawings and is complete.
  - City-wide Hydraulic Model initial draft has been reviewed and new development projections have been loaded and is operational.
  - Lift Station assessment draft completed.
  - Population and development projections are complete.
  - Data collection and assessment of Wastewater System is complete.
  - System wide condition/capacity assessments are complete.
  - Capital Improvement Plan Development draft is complete.
  - Sewer system Draft Master Plan has been provided and is currently under staff review.
  
- **Highland Springs Interchange**
  - Cooperative Agreement Amendment with the City, RCTC, and Banning for the preparation of Project Approval and Environmental Document (PAED) for the Highland Springs Interchange Project approved by CC.
  - RCTC is the lead in preparing the report with input from both the City of Beaumont and Banning.
  - Funding for the Project Study Report (PSR) and PAED from WRCOG settlement.
  - Updated Project Traffic Forecasting and Operational Analysis (TFOA) has been completed.
  - PSR is being routed for final approval signatures from Caltrans.
  - Request for Qualifications (RFQ) for the PAED phase has been prepared and is under review by City, Banning, and RCTC.
    - Comments have been addressed and will be released pending final approval signatures for PSR.
  
- **Potrero Phase 2**
  - Staff looking at potential further phasing of interchange ramp construction. Potential modifications include revising proposed 6 ramp interchange (4 on-

- ramps & 2 off-ramps) to a 4-ramp interchange and delaying additional 2 on-ramps to future date in which traffic volumes warrant construction.
  - Staff looking at other grant opportunities, potential funding solutions.
  - Direction has been provided to determine feasibility of modified approach.
    - Traffic Analysis to be revised to ensure modified approach will operate at appropriate level of service for 15 years
  - Fee proposal to revise traffic in accordance with direction provided has been received and is under review.
    - Staff took a Professional Services Agreement to authorize additional analysis supporting 4 ramp proposal at 09/07 CC meeting. Staff will also brought forth a TUMF reimbursement agreement to pay for additional analysis.
  - PSA has been executed, the project has been kicked off.
  - Initial data collection and modeling has commenced.
    - Preliminary analysis shows support for the removal of the direct on-ramps though Caltrans has requested additional merge/diverge analysis of the proposed ramps. Anticipated completion of analysis in January. If supported by Caltrans staff will direct consultant to complete supplemental analysis and modify project drawings to reflect the change.
- Highland Springs Signal Timing ~ Complete/Monitoring
  - Concurrence has been received, and three-party MOU between Banning, Beaumont, and Caltrans was approved at the 12/01/2020 CC meeting.
  - Maintenance agreement between Beaumont and Banning was approved at the 12/15/2020 CC Meeting.
  - Kick-off meeting has been held and staff currently preparing proposed timing for affected intersections for Caltrans review.
    - Proposed timing has been approved by Caltrans.
  - Timing has been implemented and is in effect. Staff will continue to monitor to assess operational compatibility.
- Pennsylvania Avenue Widening
  - Environmental consultant released to prepare CEQA document
    - Draft environmental document (Mitigated Negative Declaration) completed and under review.
    - CC adopted Mitigated Negative Declaration at 08/17 CC meeting
  - Staff currently working with regulatory agencies to obtain required environmental permitting. Targeting project bid by the end of 2021.
- Pennsylvania Avenue Railroad Grade Separation ~ No Change
  - Consultant directed to perform cost analysis for Riverside County Flood Control District master plan storm drain improvements as part of project. Staff able to get Flood Control to authorize up to \$5.3M in current budget.
    - Proposed design allows improvements to stay within Pennsylvania Ave., potentially avoiding significant environmental constraints associated with realigning outside City right-of-way. Feasibility is being confirmed.
  - Consultant is working on the 35% plans, specifications, and engineering.
  - Current contract has limited consultants' obligation to 35% design. Staff is searching for additional funding to engage consultant to complete design.

- Pennsylvania Avenue Interchange
  - Staff has had several meetings lately regarding traffic analysis and future compliance with Vehicle Miles Traveled (VMT) guidelines.
  - Caltrans will allow City to be lead agency for environmental clearance which should help facilitate project.
  - Staff has been able to obtain Caltrans concurrence regarding project study radius and intersection identification. City will not be required to include projects outside of our jurisdiction. Additionally, the recently completed traffic model runs for our General Plan can be utilized for study horizon year data saving time and cost of additional modeling.
  - Traffic Operations Analysis Report (TOAR) being revised to include recent General Plan traffic model runs.
    - Staff working with Fehr and Peers to provide quote for additional traffic analysis to support configuration as originally proposed.
  
- West Side Fire Station
  - Consultant has submitted for fourth review of complete design package (Civil, Architectural, and Landscape).
    - Final plans approved
  - Several environmental studies and reports are currently underway, including:
    - Habitat Assessment and Constraints Analysis - Complete
    - Biological Resources Report - Complete
    - Determination of Biologically Equivalent or Superior Preservation (DBESP).
      - Completed and sent to Regional Conservation Authority and Wildlife Agencies with anticipated review time of 60 days.
    - Jurisdictional Delineation - Complete
  - Environmental consultant currently preparing Initial Study/Negative Declaration
    - Initial draft has been provided and is under review. Air Quality component has yet to be provided.
  
- Line 2, Stage 1 Drainage Project
  - Cooperative funding agreement was approved by CC on 09/01 and also approved from Riverside County Board of Supervisors
  - Professional Services Agreement awarded to EXP at the 12/15/2020 CC meeting.
  - Project has kicked off. Consultant initial step is to address any downstream limitations (Seneca wash) and identify potential mitigations.
    - Analysis has been identified and staff now working with consultant on preferred design approach.
  - Staff working with Riverside County Flood Control to increase budget to allow for design and construction of detention basin to mitigate incremental stormwater runoff tributary to proposed storm drain line.
  
- Second Street Extension
  - Phase 1 of project complete which included
    - Preliminary design
    - Preliminary cost estimate
    - Preliminary environmental assessment
  - Phase 2 of project kicked off as authorized by CC on 03/16/21 meeting.
    - 1<sup>st</sup> submittal drawings have been submitted and reviewed.



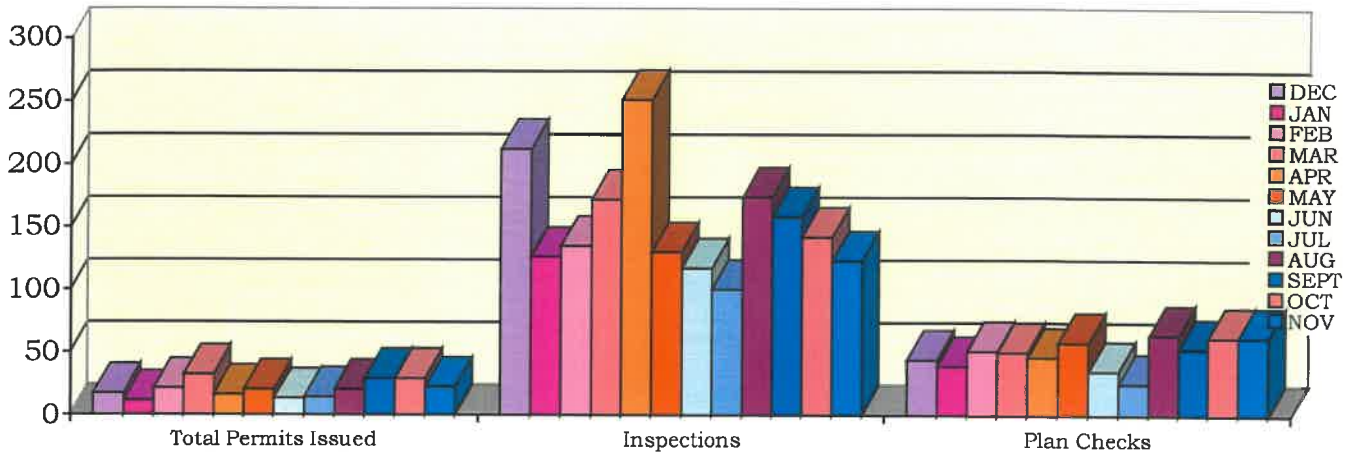
- 95% Submittal has been submitted and is under review.
- By the Numbers ~ Running 12 month total of permits and inspections
  - Includes the following:
    - Encroachment permits issued.
    - Offsite improvement permits associated with residential developments issued.
    - Offsite improvement permits associated with commercial developments issued.
    - Commercial development inspections.
    - Residential development inspections.
    - Commercial development plan checks.
    - Residential development plan checks.



# PUBLIC WORKS

## MONTHLY PERMIT INFORMATION

### RUNNING 12 MONTHS



	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV
<b>Permit Information</b>												
Encroachment - Issued	14	7	21	24	11	18	13	13	19	22	27	21
Residential Improvements	0	3	0	8	5	2	0	0	0	3	2	1
Commercial Improvements	3	1	0	0	0	0	0	1	1	4	0	0
<b>TOTAL</b>	<b>17</b>	<b>11</b>	<b>21</b>	<b>32</b>	<b>16</b>	<b>20</b>	<b>13</b>	<b>14</b>	<b>20</b>	<b>29</b>	<b>29</b>	<b>22</b>
<b>Inspections</b>												
Commercial	35	48	31	40	50	48	42	13	52	51	55	89
Residential	177	78	104	132	201	82	75	87	122	107	87	34
<b>TOTAL</b>	<b>212</b>	<b>126</b>	<b>135</b>	<b>172</b>	<b>251</b>	<b>130</b>	<b>142</b>	<b>100</b>	<b>174</b>	<b>158</b>	<b>142</b>	<b>123</b>
<b>Plan Checks</b>												
Commercial	6	4	14	10	6	10	15	8	23	17	18	18
Residential	38	35	37	40	40	48	18	17	41	36	44	44
<b>TOTAL</b>	<b>44</b>	<b>39</b>	<b>51</b>	<b>50</b>	<b>46</b>	<b>58</b>	<b>35</b>	<b>25</b>	<b>64</b>	<b>53</b>	<b>62</b>	<b>62</b>

FY 21/22  
 FY 20/21

***This information is gathered from monthly reports and inspection records. Permits issued as of November 31, 2021.***